



City Council Members

Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member

AGENDA

Regular Meeting of the City Council
City of Imperial
220 West 9th Street
Imperial, CA 92251-1637
August 17, 2022
Closed Session at 6:00 pm
Open Session at 7:00 pm

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

1. You are encouraged to observe the City Council meetings via Livestream at the City of Imperial Facebook page.
2. Email public comments to publicinformation@cityofimperial.org by 5:00 pm on Wednesday, August 17, 2022. Comments received by 5:00 pm will be read into the record during the regular meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact (760) 355-4373. A notification of 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28CFR 35.102-35.104 ADA title II].

A. City Council Convenes to Closed Session at 6:00 pm

A-1. SUBJECT: Conference with real property Negotiators (Section 54956.8)

Property: APN: 063-054-038, vacant parcel north of Belford Road and west of State Route Highway 86 (SR-86)
Agency Negotiator: City Manager
Negotiating Parties: City of Imperial
Under Negotiation: Instructions to Negotiator Regarding Price and Terms

A-2. SUBJECT: Conference with real property Negotiators (Section 54956.8)

Property: Dahlia Drain; that portion of the Dahlia Drain located between Imperial Avenue and Ralph Road
Agency Negotiator: City Manager
Negotiating Parties: Imperial Irrigation District
Under Negotiation: Instructions to Negotiator Regarding Terms

A-3. SUBJECT: Conference with Legal Counsel – Anticipated Litigation

(Significant Exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9) One (1) potential case

A-4. SUBJECT: Public Employee Performance Evaluation (GC 54954.5(e))

Title: City Manager

B. City Council Convenes to Open Session at 7:00 pm

Roll Call

Pledge of Allegiance

Adjustments to the Agenda

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. 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. 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 Presentation

D-1. Teen Makers Summer Internship – Scholarship Presentation

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 City Council Meeting Minutes August 3, 2022.

E-2. Approval of the 2020 Stonegarden Memorandum of Understanding.

F. Action Items: (Discussion/Action– Approve-Disapprove)

F-1. Subject: Bid #2022-05 Clearwell Pump Station Replacement & GAC Treatment Expansion and Filter Piping Replacement Project.

1. Award Bid #2022-05 to Pyramid Building & Engineering Inc. for \$6,060,623.00 with 10% Contingency.

F-2. Subject: Approval of the School Resource Officer Agreement.

1. Approve School Resource Officer Agreement between the City of Imperial and Imperial Unified School District for School Year 2022/2023.

F-3. Subject: CPRS California Statewide Education and Funding Initiative Grant.

1. Authorization to submit an application for CPRS California Statewide Education and Funding Initiative Grant.

F-4. Subject: Savanna Ranch Park Improvements.

1. Authorization to seek BIDS for Savanna Ranch Park Improvements.

F-5. Subject: Memorandum of Understanding Between the City of Imperial and City of El Centro for the CAL Fire I.V. Urban Forest Tree Grant.

1. Approval of memorandum of understanding between the City of Imperial and the City of El Centro for Cal Fire I.V Urban Forest Tree Grant.

**The Meeting of the City Council Adjourned Until the Next Regularly Scheduled Meeting,
Wednesday, September 7, 2022, at 7:00 pm.**



E-1

City Council Members

*Geoff Dale- Mayor
Katherine Burnworth-Mayor Pro Tem
Robert Amparano-Council Member
Karin Eugenio- Council Member
James Tucker-Council Member*

MINUTES

Regular Meeting of the City Council

City of Imperial

200 West 9th Street

Imperial, CA 92251-1637

August 3, 2022

Closed Session at 6:00 pm

Open Session at 7:00 pm

A. City Council Convenes to Closed Session at 6:00 pm

Mayor Pro Tem Burnworth Called Closed Session to order at 6:00 pm.

City Council Member Present:

Council Member Amparano, Council Member Tucker, Mayor Pro Tem Burnworth.

City Council Members Not Present:

Council Member Eugenio, Mayor Dale.

City Staff Present:

City Manager Morita, Assistant City Manager Brown, City Attorney Turner

A-1. Subject: Conference with Real Property Negotiators (Section 54956.8)

Property: APN: 063-054-038, vacant parcel North of Belford Road and West of State Route Highway 86 (SR-86)

Agency Negotiator: City Manager

Negotiating Parties: City of Imperial

Under Negotiation: Instructions to Negotiator Regarding Price and Terms

A-2. Subject: Conference with Real Property Negotiators (Section 54956.8)

Property: APN: 063-010-083; 063-010-084; 063-010-085; 063-010-086; 063-010-087; 063-010-088

Agency Negotiator: City Manager

Negotiating Parties: C.B.M. Ginning Company, Inc.

Under Negotiation: Instructions to Negotiator Regarding Lease, Price, and Terms

A-3. Subject: Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of the Government Code
Section 54956.9 (one item)

B. City Council Convenes to Open Session at 7:00 pm

Pro Tem Mayor Burnworth Called Open Session to order at 7:11 pm.

Roll Call:

City Council Member Present:

Council Member Amparano, Council Member Tucker, Mayor Pro Tem Burnworth.

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BY:

City Council Members Absent:

Council Member Eugenio, Mayor Dale.

City Staff Present:

City Manager Morita, Assistant City Manager Brown, City Attorney Turner, Community Development Project Manager Jesus Villegas, Community Services Director Haller, Public Services Director Loper, Parks Director Lopez, Information and Technology Director Estrada, Chief Barra, and Information Technology Support Technician Anguiano.

Pledge of Allegiance:

Led by Dennis Morita

Adjustments to the Agenda:

Morita, yes, we have the SAU item. Burnworth, would like to move item D-5 to the action items.

Amparano, made a motion to approve the adjustments to the agenda. **Tucker, second the motion.**

Ayes: 3-0

Nays: 0

Absent: 2

Motion Passed 3-0

Action Taken in Closed Session:

Turner, A-1 there was a discussion with Real Property Negotiators. Directions was given to the negotiators on APN: 063-054-038 for price and terms. Item A-2 was discussed with Real Property Negotiators for the listed APN's for price and terms with the negotiator, City Manager. Anticipated Litigation was discussed with no reportable action.

C. Public Appearances:

C-1. Matters not appearing on the agenda:

None.

C-2. Matters appearing on the agenda:

None.

D. Consent Agenda:

D-1. Approval of regular meeting minutes for July 20, 2022.

D-2. Approval of the Treasurer's Report for the Month Ending April 30, 2022.

D-3. Approval Case Tractor for Surplus.

D-4. Approval Labor Compliance Consulting Service for La Brucherie Rd Widening Project.

Action:

Tucker, made a motion to approve consent agenda items D-1, D-2, D-3, and D-4. **Amparano second** the motion.

Ayes: 3-0
Nays: 0
Absent: 2
Motion Passed 3-0

E. Action Items: (Discussion/Action– Approve-Disapprove)

E-1. Subject: Purchase of a New Hydraulic Dump Trailer for the Parks Department.

Discussion:

Lopez, presented the staff report. Burnworth, this is under budget? Lopez, yes.
Amparano, what is the time frame to receive this? Lopez, there is one in stock but they will no hold it. Amparano, I know you budgeted \$20,000.00 for this but have you looked in to other agencies and auctions not just for the hydraulic but utility trailers? Lopez, no I have not, we do have a 3 utility trailers already in good working order.

Action:

Tucker, made a motion to *Approve Purchase of a New 2022 Hydraulic Dump Trailer in the Amount Not to Exceed \$16,000.00.* **Amparano, second the motion.**

Ayes: 3-0
Nays: 0
Absent: 2
Motion Passed 3-0

E-2. Subject: Approval of Agreement Between the City of Imperial and Code Exxperts.

Discussion:

Estrada, presented the staff report.

Action:

Tucker, made a motion to *approve of an 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 \$17,280.00.* **Amparano, second the motion.**

Ayes: 3-0
Nays: 0
Absent: 2
Motion Passed 3-0

D-5. Subject: Approval Ratification of Letter in support of Innercare`s Application to California Department of Healthcare Services to Develop PACE (program) Facility in the City of Imperial.

Discussion:

Morita, presented the reason for requesting the letter. Burnworth, just to clarify the hotel will be a separate building. Morita, yes this will be a stand-alone project. Gafcon is the

builder of the hotel and this project. Same builder, different projects that will be adjacent to each other on the property where the hotel is located. Amparano, just wanted a little more clarification on the size.

Action:

Amparano, made a motion to approve a *ratification of Letter in support of Innercare's Application to California Department of Healthcare Services to Develop PACE (program) Facility in the City of Imperial*. **Tucker, second the motion.**

Ayes: 3-0

Nays: 0

Absent: 2

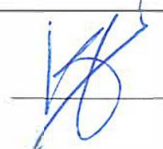
Motion Passed 3-0

At 7:21 pm Pro Tem Burnworth adjourned the meeting of the City Council until the next regularly scheduled meeting, Wednesday, August 17, 2022, at 7:00 pm

DATE SUBMITTED 08/10/22
 SUBMITTED BY Capt. Max Sheffield
 DATE ACTION REQUIRED 08/17/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: Approval of the 2020 Stonegarden Memorandum of Understanding	
DEPARTMENT INVOLVED: Police Dept.	
BACKGROUND/SUMMARY: The Imperial Police Department is requesting to approve the 2020 Stonegarden MOU. Please see attached for further information.	
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS <u></u>
STAFF RECOMMENDATION: Request Council approval of the 2020 Stonegarden MOU	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:
REJECTED () DEFERRED ()	

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BY:

1 **AGREEMENT FOR THE**

2 **FISCAL YEAR 2020 OPERATION STONEGARDEN GRANT PROGRAM**

3 THIS AGREEMENT ("Agreement"), made and entered into effective the _____ day of _____,
4 2022, is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California,
5 by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or
6 "County Parties"), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"), the
7 **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, Indio, and Winterhaven
8 Offices ("CHP"), the **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE** ("CDFW"), the **CITY**
9 **OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police Department
10 ("Brawley"), the **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through
11 its Police Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city within the County of
12 Imperial, by and through its Police Department ("El Centro"), the **CITY OF IMPERIAL**, an incorporated
13 city within the County of Imperial, by and through its Police Department ("Imperial"), and the **CITY OF**
14 **WESTMORLAND**, an incorporated city within the County of Imperial, by and through its Police
15 Department ("Westmorland"), (individually, "Party;" collectively, "Parties"), for program support of the FY
16 2020 Operation Stonegarden Grant ("OPSG").

17 **RECITALS**

18 **WHEREAS**, County received funds from the U.S. Department of Homeland Security ("DHS")
19 passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG
20 Program for fiscal year 2020; and

21 **WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement
22 preparedness and operational readiness along the border lands of the United States located within the
23 County; and

24 **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local
25 agency to contract with any other local agency for the furnishing of police protection to such other local
26 agency, where a "local agency" includes a neighboring city, county, federal government, or any federal
27 department or agency; and

1 **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature,
2 scope, and extent of OPSG collaboration, services rendered, and compensation; and

3 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 33, dated
4 November 07, 2017, approved and authorized the Imperial County Sheriff to enter into this Agreement
5 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be
6 used to reimburse the participating agencies under this Agreement; and

7 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed
8 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their
9 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance
10 audit report if **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** or more of OPSG federal funds
11 are expended in a fiscal year; and

12 **WHEREAS**, documentation and records shall be maintained and retained in accordance with
13 OPSG requirements and shall be available for audit and inspection; and

14 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
15 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's
16 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
17 Number: 97.067.

18 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter contained,
19 it is agreed between Parties as follows:

20 1. **PURPOSE AND INTENT.**

21 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS
22 and passed through CalOES under the OPSG for fiscal year 2020 -2023.

23 2. **SCOPE OF WORK.**

24 2.1. **Method of Service Delivery.**

25 2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively
26 responsible for coordination of Parties' obligations under this Agreement.

27 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service;
28 Obligations of the Parties.

1 **2.2. Overview of Basic Services.**

2 2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement
3 personnel in their designated areas of jurisdiction, in order to support DHS's Bureau
4 of Customs and Border Protection ("CBP") and Office of the Border Patrol
5 ("OBP") efforts to improve border security in the region.

6 2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will
7 not enforce immigration laws on behalf of CBP/OBP.

8 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,
9 including but not limited to Government Code Section 7284.6(b) and the following
10 conditions:

11 (a) The primary purpose of OPSG activities will not be immigration
12 enforcement, as defined in subdivision (f) of Government Code Section
13 7284.4.

14 (b) The enforcement or investigative duties will be primarily related to a
15 violation of state or federal law unrelated to immigration enforcement.

16 (c) Participation in OPSG activities by a California law enforcement agency
17 will not violate any local law or policy to which it is otherwise subject.

18 **3. TERM OF AGREEMENT.**

19 3.1. **Initial Term.** The term of this Agreement shall be from September 1, 2020, and
20 shall continue in effect through and terminate at midnight on August 31, 2023,
21 subject to the provisions in Paragraphs 3.2. and 3.3. below.

22 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond May 31, 2020
23 shall be subject to remaining grant funds and to a time extension approved by DHS
24 and passed through CalOES.

25 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
26 terminate its participation in this Agreement upon a minimum of ninety (90) days
27 written notice to the other Parties.

28 ///

1 **4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.**

2 **4.1. Anticipated Outcome.**

3 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
4 this Agreement, is the increased presence of law enforcement personnel in their
5 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
6 security in the region.

7 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing
8 the missions set forth in this Agreement and in CBP's "Operations Order Report,"
9 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully
10 set forth herein.

11 (a) Parties will provide enhanced enforcement by increasing patrol presence in
12 proximity to the border and/or routes of ingress from the border.

13 (b) Parties will utilize their unique investigatory and prosecutorial areas of
14 expertise in operations targeting criminal aliens upon reasonable suspicion
15 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code
16 that may be subject to the enhancement specified in Section 1326(b)(2) of
17 Title 8 of the United States Code, if detected during an unrelated law
18 enforcement activity, to document fraud, and for intelligence development
19 including making necessary inquiries as permitted by Government Code
20 Section 7284.6(b).

21 (c) Parties shall increase intelligence/information sharing among each other,
22 which includes but is not limited to the following activities:

23 (i) Conducting monthly meetings with a minimum of one (1)
24 representative from each Party; and.

25 (ii) Sharing information during law enforcement operations.

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27 ///

28 ///

1 **4.2. Personnel Qualifications and Assignment.**

2 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall
3 have met the minimum qualifications designated for their specific classification.

4 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards
5 and scope of service defined herein and as further specified in **Exhibit "A."**

6 4.2.3. County Participating Agency Discretion.

7 (a) County's Sheriff's Office shall be responsible for the management,
8 direction, and supervision of its OPSG personnel, and the standards of
9 performance, discipline, and all other matters incidental to the performance
10 of such services, in its sole but reasonable judgment, and in accordance with
11 the provisions of applicable labor agreements.

12 (b) County's Sheriff's Office shall be the appointing authority for all of its
13 personnel provided to OPSG by this Agreement.

14 (c) County's Department of Probation shall be responsible for the management,
15 direction, and supervision of its OPSG personnel, and the standards of
16 performance, discipline, and all other matters incidental to the performance
17 of such services, in its sole but reasonable judgment, and in accordance with
18 the provisions of applicable labor agreements.

19 (d) County's Department of Probation shall be the appointing authority for all
20 of its personnel provided to OPSG by this Agreement.

21 (e) Non-County Parties shall have no liability for any direct payment of salary,
22 wages, indemnity or other compensation or benefit to persons engaged in
23 County's performance of this Agreement.

24 4.2.4. Non-County Parties' Discretion.

25 (a) Non-County Parties shall be responsible for the management, direction, and
26 supervision of their respective OPSG personnel, and the standards of
27 performance, discipline, and all other matters incident to the performance
28 of such services, in each respective non-County Party's sole but reasonable

1 judgment, and in accordance with the provisions of applicable labor
2 agreements.

3 (b) Each non-County Party shall be the appointing authority for its respective
4 personnel provided to the OPSG by this Agreement.

5 (c) County shall have no liability for any direct payment of salary, wages,
6 indemnity or other compensation or benefit to persons engaged in non-
7 County Party performance of this Agreement.

8 **4.2.5. OPSG Coordinators.**

9 (a) County's Sheriff's Office shall select and designate an OPSG Coordinator
10 who shall manage and direct the OPSG.

11 (b) County's Department of Probation and each non-County Party shall select
12 and designate an OPSG Coordinator under this Agreement.

13 (c) The designated OPSG Coordinator for each Party shall implement, as
14 needed, appropriate procedures governing the performance of all
15 requirements under this Agreement, and shall be responsible for meeting
16 and conferring in good faith in order to address any disputes which may
17 arise concerning implementation of this Agreement.

18 **4.2.6. Staffing for Basic Services.** Parties shall ensure that adequate numbers of their
19 qualified respective personnel are provided to OPSG activities at all times during
20 the term of this Agreement to meet the commitments set forth herein.

21 **4.2.7. Pre-Authorization of Overtime.**

22 (a) The OPSG Coordinator for each participating agency will be responsible
23 for authorizing all OPSG overtime prior to any detail.

24 (b) Any overtime scheduled for the OPSG Coordinator must be approved by
25 the department head or city manager.

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27 **4.2.8. Equipment and Supplies.**

- 1 (a) County's Sheriff's Office will provide its OPSG personnel with all supplies
2 and/or prescribed safety gear, body armor and or standard issue equipment
3 necessary to perform OPSG activities.
- 4 (b) County's Department of Probation will provide its OPSG personnel with all
5 supplies and/or prescribed safety gear, body armor and or standard issue
6 equipment necessary to perform OPSG activities
- 7 (c) Non-County Parties will provide their respective OPSG personnel with all
8 supplies and/or prescribed safety gear, body armor and/or standard issue
9 equipment necessary to perform OPSG activities unless otherwise specified
10 in **Exhibit "A."**

11 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
12 goals and performance standards set forth in this Agreement. Substandard
13 performance as determined by the County will constitute noncompliance with this
14 Agreement. If action to correct such substandard performance is not taken by the
15 Party/Parties within a reasonable period of time after being notified by the County,
16 suspension or termination procedures will be initiated.

17 **5. COST OF SERVICES/CONSIDERATION.**

18 **5.1. General.**

- 19 5.1.1. As full consideration for the satisfactory performance and completion by non-
20 County Parties of OPSG activities set forth in this Agreement, County shall pay
21 non-County Parties for personnel assigned to perform OPSG activities on the basis
22 of invoices and submittals as set forth hereunder.
- 23 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
24 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
25 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
26 unallowable costs are not reimbursed.
- 27 5.1.3. No reimbursement shall be made to a Party during any period of time within which
28 that Party is in default on filing any informational or financial reports required by

County. County, through its Sheriff's Office, shall make any necessary adjustments to Party claims to correct for previous overpayments and disallowances or underpayments.

5.1.4. Payments made by County are dependent on the continued availability of grant funds from DHS passed through CalOES.

5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Eight Hundred and Five Thousand Dollars (\$2,805,000.00)**, unless otherwise provided for under this Agreement.

5.2. Personnel Cost/Rate of Compensation.

5.2.1. During the term of this Agreement, County shall compensate Parties for preauthorized overtime worked by personnel assigned to perform OPSG activities.

5.2.2. Compensation made by County is based upon available funding and the actual costs incurred by Parties to provide OPSG activities under this Agreement.

5.3. Method of Payment.

5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related supporting documentation that represents amounts due under this Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following the end of each calendar month during the term of this Agreement.

5.3.2. Invoices, timesheets and other related supporting documentation must have the signature of each non-County Party's OPSG Coordinator, or his or her designee, certifying that the invoices, timesheets, and related documentation are true and correct.

5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than 5:00 p.m. of the eleventh (11th) business day following the end of each calendar month during the term of this Agreement to:

Imperial County Sheriff's Department
Fiscal Unit, Ref. OPSG
PO Box 1040
El Centro, CA 92244.

1 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's
2 Office will process the request for reimbursement to DHS passed through CalOES.

3 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS
4 passed through CalOES, County's Sheriff's Office will submit a claim for payment
5 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

6 (a) County will request cash advances on the grant funds from DHS passed
7 through CalOES each quarter during the term of this Agreement.

8 (b) When County has a positive balance in its OPSG account, County will pay
9 non-County Parties for the service agreed to within ten (10) business days
10 of receipt of valid invoices.

11 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose
12 costs are reimbursable under this Agreement, to include, at a minimum, the person's
13 name, classification, duty position, task and regular/overtime hours worked.

14 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office
15 all payroll records and other records that relate to the services provided under this
16 Agreement.

17 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities
18 through procedures to be agreed upon within County.

19 **6. INDEMNIFICATION.**

20 **6.1. Indemnification Related to Workers' Compensation and Employment.**

21 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their
22 respective officers, employees and agents from any claims, losses, fines, expenses
23 (including attorneys' fees and court costs), costs, damages or liabilities arising from
24 or related to:

25 (a) Any Workers' Compensation claim or demand or other Workers'
26 Compensation proceeding arising from or related to, or claimed to arise
27 from or relate to, employment which is brought by an employee of County
28 or any contract labor provider retained by County; or

1 (b) Any claim, demand, suit or other proceeding arising from or related to, or
2 claimed to arise from or relate to, the status of employment (including
3 without limitation, compensation, demotion, promotion, discipline,
4 termination, hiring, work assignment, transfer, disability, leave or other
5 such matters) which is brought by an employee of County.

6 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its
7 officers, employees and agents from any claims, losses, fines, expenses (including
8 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities
9 arising from or related to:

10 (a) Any Workers' Compensation claim or demand or other Workers'
11 Compensation proceeding arising from or related to, or claimed to arise
12 from or relate to, employment which is brought by an employee of the
13 respective non-County Party or any contract labor provider retained by the
14 respective non-County Party; or

15 (b) Any claim, demand, suit or other proceeding arising from or related to, or
16 claimed to arise from or relate to, the status of employment (including
17 without limitation, compensation, demotion, promotion, discipline,
18 termination, hiring, work assignment, transfer, disability, leave or other
19 such matters) which is brought by an employee of the respective non-
20 County Party or any contract labor provider retained by the respective non-
21 County Party.

22 ///

23 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

24 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

25 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
26 other Parties to this Agreement and their agents, officers and employees,
27 from any claim, action, or proceeding against the other Parties arising solely
28 out of its own acts or omissions in the performance of this Agreement.

1 (b) At each Party's sole discretion, each Party may participate at its own
2 expense in the defense of any claim, action or proceeding, but such
3 participation shall not relieve any Party of any obligation imposed by this
4 Agreement.

5 (c) Parties shall notify each other promptly of any claim, action, or proceeding
6 and cooperate fully in the defense.

7 **6.2.2. Claims Arising from Concurrent Acts or Omissions.**

8 (a) Parties hereby agree to defend themselves from any claim, action or
9 proceeding arising out of the concurrent acts or omissions of Parties.

10 (b) Parties agree to retain their own legal counsel, bear their own defense costs
11 and waive their right to seek reimbursement of such costs, except as
12 provided in Paragraph 6.2.4. below.

13 **6.2.3. Joint Defense.**

14 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
15 writing to a joint defense, Parties may appoint joint defense counsel to
16 defend the claim, action or proceeding arising out of the concurrent acts or
17 omissions of Parties.

18 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

19 (c) Parties agree to share the costs of such joint defense and any agreed
20 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

21 (d) Parties agree that no Party may bind the others to a settlement agreement
22 without the written consent of the others.

23 **6.2.4. Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award
24 allocates or determines the comparative fault of the Parties, Parties may seek
25 reimbursement and/or reallocation of defense costs, settlement payments,
26 judgments and awards, consistent with such comparative fault.

27 **7. GENERAL PROVISIONS.**

28 **7.1. Independent Contractor Status.**

1 7.1.1. In the performance of services under this Agreement, County and non-County
2 Parties acknowledge and agree that:

3 (a) County and its respective officers, agents and/or employees shall be deemed
4 independent contractors and not officers, agents or employees of non-
5 County Parties; and

6 (b) Non-County Parties and their respective officers, agents and/or employees
7 shall be deemed independent contractors and not officers, agents or
8 employees of County.

9 7.1.2. All personnel provided by County under this Agreement are under the direct and
10 exclusive supervision, daily direction, and control of County, and County assumes
11 full responsibility for the actions of such personnel in the performance of services
12 hereunder.

13 7.1.3. All personnel provided by non-County Parties under this Agreement are under the
14 direct and exclusive supervision, daily direction, and control of their respective
15 agencies, and each agency assumes full responsibility for the actions of such
16 personnel in the performance of services hereunder.

17 7.1.4. County and non-County Parties acknowledge and agree that County does not
18 control the manner and means of performing the work of non-County Parties'
19 officers, agents or employees who perform OPSG activities, nor does County have
20 the right to hire or terminate employment of such officers, agents or employees.

21 7.1.5. Non-County Parties do not control the manner and means of performing the work
22 of County officers, agents or employees who perform OPSG activities, nor do non-
23 County Parties have the right to hire or terminate employment of such officers,
24 agents or employees.

25 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
26 Parties have no authority to bind County in any respect whatsoever.
27
28

7.1.7. County shall not act or attempt to act, or represent itself directly or by implication as an agent of non-County Parties, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of non-County Parties.

7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly or by implication as an agent of County, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of County.

7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to cover the liabilities arising out of this Agreement.

7.3. **Notices.**

7.3.1. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid, and addressed as follows, or to such other place as each Party may designate by subsequent written notice to each other:

County Parties:

Sheriff
Imperial County Sheriff's Office
PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

District Attorney
Imperial County District Attorney's Office
940 West Main Street, Suite 102
El Centro, CA 92243

Non-County Parties:

California Highway Patrol
Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

Deputy Director/Administration Division
California Department of Fish & Wildlife
1416 Ninth Street, Twelfth Floor
Sacramento, CA 95814

Imperial County Narcotics Task Force
2417 La Brucherie Road, Suite C
Imperial, CA 92251

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

Chief of Police
Calexico Police Department
420 East Fifth Street
Calexico, CA 92231

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

Chief of Police
Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Chief of Police
Westmorland Police Department
355 South Center
Westmorland, CA 9228

7.3.2. A notice shall be effective:

- (a) On the date of personal delivery if personally delivered before five o'clock (5:00) p.m. on a business day; or
- (b) On the first (1st) business day following personal delivery that did not occur before five o'clock (5:00) p.m. on a business day; or
- (c) Two (2) business days following the date the notice is postmarked for mail delivery; or
- (d) On the first (1st) business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery; or
- (e) When otherwise actually received.

7.4. **Amendment.** This Agreement may be modified or amended only by a written document signed by all Parties, and no verbal understanding or agreement shall be binding on the Parties.

7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of the other Parties.

7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement between County and non-County Parties with respect to the subject matter hereto.

7.6.2. All prior written and verbal understandings are superseded in total by this Agreement.

7.7. **Construction.**

1 7.7.1. This Agreement will be deemed to have been made and shall be construed,
2 interpreted, governed, and enforced pursuant to and in accordance with the laws of
3 the State of California.

4 7.7.2. The headings and captions used in this Agreement are for convenience and ease of
5 reference only, and shall not be used to construe, interpret, expand or limit the terms
6 of the Agreement and shall not be construed against any one (1) Party.

7 **7.8. Waiver.**

8 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
9 be performed by County or non-County Parties shall not be construed as a waiver
10 of any succeeding breach of the same or other covenants, agreements, restrictions
11 or conditions of this Agreement.

12 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
13 Agreement shall not be considered a waiver of any right to do so, whether for that
14 breach or any subsequent breach.

15 7.8.3. The acceptance by County or non-County Parties of either performance or payment
16 shall not be considered a waiver of any other Party's preceding breach of this
17 Agreement.

18 **7.9. Authority to Enter Into Agreement.**

19 7.9.1. County and non-County Parties have all requisite power and authority to conduct
20 their respective business and to execute, deliver and perform the Agreement.

21 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
22 legal power, right and authority to make this Agreement and to bind each respective
23 Party.

24 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
25 this Agreement.

26 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of
27 which shall be deemed to be an original, but all of which together shall constitute one (1)
28 and the same instrument.

1 **7.12. Severability.**

2 7.12.1. This Agreement is subject to all applicable laws and regulations.

3 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
4 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
5 the conflicting provision shall be considered null and void.

6 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of
7 this Agreement to any Party is lost, then the Agreement may be terminated at the
8 option of the affected Party, with the notice as required in this Agreement.

9 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
10 continue in full force and effect.

11 **7.13. Legislative Changes.** If any changes are made to laws or regulations under which this
12 Agreement is made, or to any successor legislation or regulations, or if DHS passed through
13 CalOES imposes any budget requirements or limitations applicable to this Agreement and
14 the services to be provided hereunder, then:

15 7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall
16 apply to the Parties and this Agreement, and this Agreement shall be deemed to be
17 amended to be consistent with such change(s) except to the extent that such
18 change(s) alter(s) a material provision of this Agreement, in which case, such
19 material provision shall be voidable, and the Parties will negotiate in good faith to
20 amend the Agreement as necessary; and

21 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)
22 shall not affect this Agreement or the rights or obligations of County and non-
23 County Parties under this Agreement, unless Parties mutually agree to subject
24 themselves to such change(s).

25 **7.14. Representation.**

26 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation
27 shall be represented by their respective OPSG Coordinators, or their designees, in
28 all discussions pertaining to this Agreement.

1 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
2 or their designees, in all discussions pertaining to this Agreement.

3 7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute
4 concerning services and payment arising from this Agreement, Parties' OPSG
5 Coordinators, or their respective designees, will meet and confer within ten (10) business
6 days after receiving notice of the dispute to resolve the dispute.

7 7.16. **Termination of Funding.**

8 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
9 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
10 be considered null and void, and Parties shall no longer be required to provide
11 OPSG activities as described herein.

12 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
13 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually
14 develop and implement, within a reasonable period, a transition plan for the
15 provision of OPSG activities through alternate means.

16 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

17 ///

18 **8. SPECIAL PROVISIONS.**

19 8.1. **Lobbying and Political Activities.**

20 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
21 persons entering into a contract, grant, loan, or cooperative agreement from an
22 agency or requests or receives from an agency a commitment providing for the
23 United States to insure or guarantee a loan, each Party independently certifies that:

- 24 (a) No federal appropriated funds have been paid for or will be paid, by or on
25 behalf of the undersigned, to any person for influencing or attempting to
26 influence an officer or employee of an agency, a Member of Congress, an
27 officer or employee of Congress, or an employee of a Member of Congress
28 in connection with the awarding of any Federal contract, the making of any

1 federal grant, the making of any federal loan, the entering into of any
2 cooperative agreement, and the extension, continuation, renewal,
3 amendment, or modification of any federal contract, grant, loan, or
4 cooperative agreement.

5 (b) If any funds other than federal appropriated funds have been paid or will be
6 paid to any person for influencing or attempting to influence an officer or
7 employee of any agency, a Member of Congress, an officer or employee of
8 Congress, or an employee of a Member of Congress in connection with this
9 federal contract, grant, loan, or cooperative agreement, the undersigned
10 shall complete and submit Standard Form-LLL, "Disclosure Form to Report
11 Lobbying," in accordance with its instructions.

12 (c) The undersigned shall require that the language of this certification be
13 included in the award documents for all subawards at all tiers (including
14 subcontracts, subgrants, and contracts under grants, loans, and cooperative
15 agreements) and that all subrecipients shall certify and disclose accordingly.

16 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
17 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
18 employees whose principal employment activities are funded in whole or in part
19 with federal funds.

20 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,
21 to support the enactment, repeal, modification, or adoption of any law, regulation,
22 or policy without the express written approval from Cal OES or the federal
23 awarding agency.

24 **8.2. Debarment and Suspension.**

25 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarring or
26 suspending those persons deemed irresponsible in their dealings with the federal
27 government. Each Party independently certifies that it and its principal,
28 subgrantees, recipients, or subrecipients:

- 1 (a) Are not presently debarred, suspended, proposed for debarment, declared
2 ineligible, or voluntarily excluded from covered transactions by any federal
3 department or agency;
- 4 (b) Have not within a three-year period preceding this Agreement, been
5 convicted of or had a civil judgment rendered against them for commission
6 of fraud or a criminal offense in connection with obtaining, attempting to
7 obtain, or performing a public (federal, state, or local) transaction or
8 contract under a public transaction; violation of federal or state antitrust
9 statutes or commission of embezzlement, theft, forgery, bribery,
10 falsification or destruction of records, making false statements, or receiving
11 stolen property;
- 12 (c) Are not presently indicted for or otherwise criminally or civilly charged by
13 a governmental entity (federal, state, or local) with commission of any of
14 the offenses enumerated in paragraph (2)(b) of this certification; and
- 15 (d) Have not within a three-year period preceding this Agreement, had one or
16 more public transactions (federal, state, or local) terminated for cause or
17 default.

18 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement
19 is unable to certify to any of these statements in the certification listed in Paragraph
20 8.2.1, such Party shall provide a written explanation to County.

21 **9. CALIFORNIA LAW.**

22 This Agreement is executed and delivered within the State of California and the rights and
23 obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the
24 laws of the State of California.

25 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
26 above written.

1 **COUNTY OF IMPERIAL**
2 **SHERIFF'S OFFICE**

3 By: _____
4 Raymond Loera
5 Sheriff

6 **COUNTY OF IMPERIAL**
7 **DISTRICT ATTORNEY'S OFFICE**

8 By: _____
9 Gilbert G. Otero
10 District Attorney

11
12
13
14 **CALIFORNIA HIGHWAY PATROL**
15 **CALEXICO OFFICE,**
16 **EL CENTRO OFFICE,**
17 **INDIO OFFICE,**
18 **WINTERHAVEN OFFICE**

19 By: _____
20 Scott Parker
21 Border Division Chief

22
23 **CITY OF BRAWLEY**
24 **POLICE DEPARTMENT**

25 By: _____
26 Jimmy Duran
27 Chief

28 **CITY OF EL CENTRO**
POLICE DEPARTMENT

By: _____
Brian P. Johnson
Chief

COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION

By: _____
Daniel Prince
Chief Probation Officer

IMPERIAL COUNTY NARCOTICS
TASK FORCE

By: _____
Gilbert G. Otero
Imperial County District Attorney

CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE

By: _____
Melinda Peacock
Branch Chief, Business Management Branch

CITY OF CALEXICO
POLICE DEPARTMENT

By: _____
Jesus Serrano
Interim Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By: _____
Leonard J. Barra
Chief

20

1 **CITY OF WESTMORLAND**
2 **POLICE DEPARTMENT**

3
4 By: _____

5 Xavier Mendez
6 Mayor

7 **APPROVED AS TO FORM:**

8 Eric Havens
9 County Counsel

10 By: _____

11 Danuta Tuszynska
12 Deputy County Counsel
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Due to **EXHIBIT A** containing confidential information, it will be held on file at the City of Imperial Police Department.

DATE SUBMITTED 08/10/2022
 SUBMITTED BY Public Services
 DATE ACTION REQUIRED 08/17/2022

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Bid 2022-05
Clearwell Pump
Station & GAC
Project

DISCUSSION/ACTION:
 I. Discuss, Accept/Reject Bid #2022-05 Clearwell Pump Station Replacement & GAC Treatment Expansion and Filter Piping Replacement Project

DEPARTMENT INVOLVED: WTP – Public Services

BACKGROUND/SUMMARY:

City Staff along with Albert A. Webb and Associates have been working together for the Clearwell Pump Station Replacement & GAC Expansion and Filter Piping Replacement Project. Three Bids were received and opened on August 5, 2022.

Webb recommends that the City award the contract for the referenced project to Pyramid Building & Engineering in the amount of \$6,060,623.00

- Pyramid Building & Engineering, Inc. \$6,060,623.00
- Pacific Hydrotech Corporation \$6,777,334.00
- Orion Construction Corporation \$7,589,550.00

Engineer's Estimate: \$4,900,000.00

FISCAL IMPACT:
 Pyramid Building & Engineering \$6,060,623.00 + 10% Contingency
 Water Bond & Capacity Funds

FINANCE
INITIALS

[Signature]

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

[Signature]
[Signature]

MANAGER'S RECOMMENDATION:

approve staff recommendation

CITY
MANAGER'S
INITIALS

[Signature]

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

REFERRED TO:

RECEIVED
AUG 10 2022

BY:



Corporate Headquarters

3788 McCray Street
Riverside, CA 92506
951.686.1070

Palm Desert Office

36-951 Cook Street #103
Palm Desert, CA 92211
760.568.5005

Murrieta Office

41391 Kalmia Street #320
Murrieta, CA 92562
951.686.1070

August 8, 2022

Mr. Jackie Loper
City of Imperial
420 South Imperial
Imperial, California 92251

RE: Bid Review for the Clearwell Pump Station Replacement and GAC Treatment
Expansion and Filter Piping Replacement at the Water Treatment Plant Project – Bid
No. 2022-05

Dear Mr. Loper:

A total of three (3) bid proposals were received on August 5, 2022 for the above referenced project. The apparent low bid proposal of \$6,060,623.00 was received from Pyramid Building and Engineering, Inc. (Pyramid) of Hesperia, California. The second apparent low bid proposal of \$6,777,334.00 was received from Pacific Hydrotech Corporation (Hydrotech) of Perris, California and the third apparent low bid of \$7,589,550.00 was received from Orion Construction Corporation (Orion) of Vista, California.

Based upon Webb's review of the three (3) bid proposals, all three were found to comply with the requirements and intent of the specifications. It should be noted that Orion did not provide a signed copy of the Verification of Compliance with Economic Sanctions contained in the Instructions to Bidders. Our routine check of the contractor licenses for the three bidders, using the California Contractors State License Board's website, indicated that all licenses are in good standing.

All three (3) Contractors provided the required Addendum Nos. 1, 2, and 3, and the materials listed in the Certified Data Sheets are acceptable for the work.

Based upon our review and evaluation of the bid proposals and the engineer's estimate of \$4,900,000.00. Webb recommends that the City award the contract for the referenced project to Pyramid in the amount of \$6,060,623.00.

Should you have any questions or require additional information, please contact our office.

Sincerely,
ALBERT A. WEBB ASSOCIATES

A handwritten signature in black ink, appearing to read "Shane Bloomfield".

Shane Bloomfield, PE
Senior Engineer



DATE SUBMITTED 08/10/22
 SUBMITTED BY Capt. Max Sheffield
 DATE ACTION REQUIRED 08/17/22

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Approval of the School Resource Officer Agreement for school year 2022/20223

DEPARTMENT INVOLVED:
Police

BACKGROUND/SUMMARY:

This agreement provides a School Resource Officer for the Imperial Unified School District. The school district reimburses the fully burdened cost for the School Resource Officer for the 220 day school year. That amount is \$91,963.20. The city incurs an expense of \$27,917 to pay for the SRO for the remainder of the year. The city also incurs an expense of \$95,446 to backfill the patrol position that would otherwise been occupied by the SRO.

FISCAL IMPACT:

\$123,363.80 from the General Fund as approved in the municipal budget for fiscal year 2022-2023 on June 29th 2022.

FINANCE
INITIALS

[Signature]

STAFF RECOMMENDATION: Approve

DEPT. INITIALS

MSH/401

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER's
INITIALS

DM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

RECEIVED
AUG 10 2022

BY:

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, 2022, 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 base pay for services provided under this Agreement not to exceed ninety-one thousand nine hundred sixty-three dollars and twenty cents. (\$91,963.20) during the 2022-2023 school year which, for

purposes of this agreement, shall be 220 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. In the event the SRO is entitled to receive overtime pay during any period wherein the SRO has performed SRO duties, IUSD shall reimburse the City for the additional cost of overtime earned by the SRO on a pro rata basis.
5. The term of this Agreement shall be for the 2022-2023 fiscal year. The parties agree to enter into negotiations for subsequent fiscal years not later than June of 2023
6. 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).
7. 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.
8. IUSD will provide a secure workplace for Resource Officers working on IUSD premises.
9. 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.

10. Insurance.

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

11. 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.

12. 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 negotiable 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:

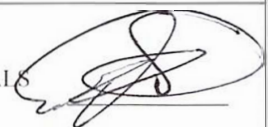
City Clerk

Date Ratified by the IUSD Governing Board: _____

DATE SUBMITTED 08/10/22
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 08/17/22

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: SUBMISSION OF APPLICATION FOR THE CPRS CALIFORNIA STATEWIDE EDUCATION AND FUNDING INITIATIVE GRANT 1. APPROVAL TO SUBMIT APPLICATION FOR CPRS CALIFORNIA STATEWIDE EDUCATION AND FUNDING INITIATIVE GRANT				
DEPARTMENT INVOLVED: PARKS				
BACKGROUND/SUMMARY: Staff has identified an opportunity to apply for the California Statewide Education and Funding Initiative Grant through CPRS. This grant matches 50% of project costs towards inclusive play equipment designs. Staff is seeking City Council's approval to submit an application for future park improvements for Dep. Anthony Redondo Memorial Park "Formerly Known As" Sky Ranch Park.				
FISCAL IMPACT: N/A	FINANCE INITIALS 			
STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve the submission of an application for California Statewide Education and Funding Initiative Grant.	DEPT. INITIALS 			
MANAGER'S RECOMMENDATION: <i>approve</i>	CITY MANAGER'S INITIALS <i>JHM</i>			
MOTION: <table style="width: 100%;"> <tr> <td style="width: 33%;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%;"> REJECTED () DEFERRED () </td> </tr> </table>		SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REFERRED TO:	REJECTED () DEFERRED ()		

RECEIVED

AUG 10 2022

BY:

DATE SUBMITTED 08/10/22
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 08/17/22

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: SAVANNA RANCH PARK IMPROVEMENTS
 1. APPROVAL TO SEEK BIDS FOR SAVANNA RANCH PARK IMPROVEMENTS

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

Staff has concluded community outreach efforts for proposed park improvements in Savanna ranch park. Residents within the subdivision were presented with 3 design options, out 107 surveys we received 60% voted for option 2. Staff would like City Council's approval to begin the competitive BID process.

Please see attached survey results and design option selected

FISCAL IMPACT: N/A

FINANCE
INITIALS



STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve staff to seek Bids for Savanna Ranch Park Improvements

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve staff recommendation

CITY
MANAGER'S
INITIALS



MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

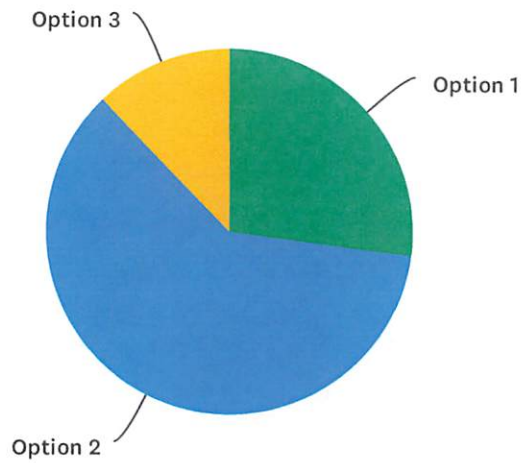
APPROVED () REJECTED ()
 DISAPPROVED () DEFERRED ()
 REFERRED TO:

RECEIVED
 AUG 10 2022

BY:

Q3 Which concept should we build at Savanna Ranch Park?

Answered: 107 Skipped: 0



ANSWER CHOICES

Option 1

Option 2

Option 3

TOTAL

RESPONSES

27.10%

60.75%

12.15%

29

65

13

107

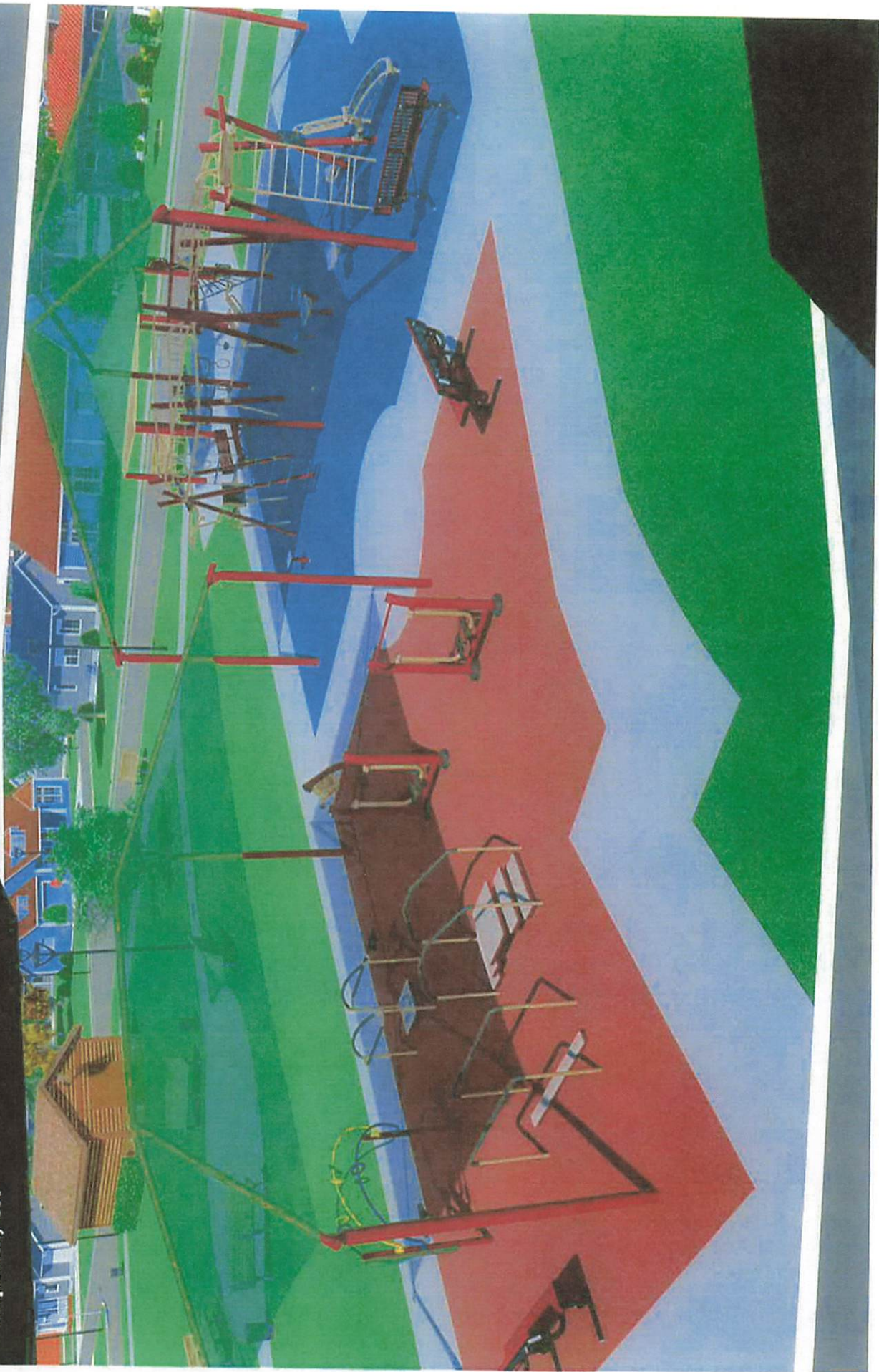
Savanna Park Fitness Area- Project 106782-01-Opt 2
Imperial, CA



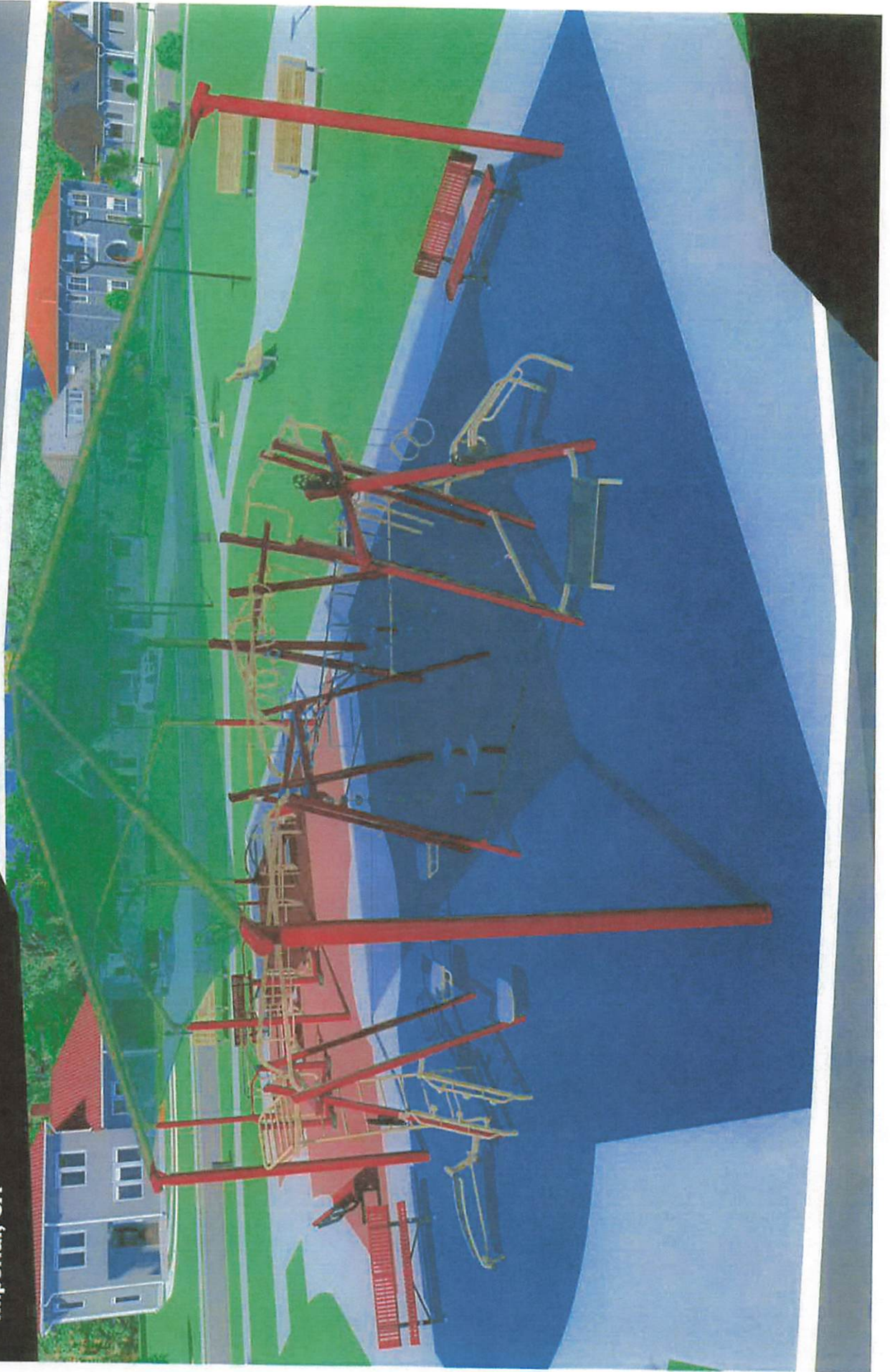
Savanna Park Fitness Area- Project 106782-01-Opt 2
Imperial, CA



Savanna Park Fitness Area- Project 106782-01-Opt 2
Imperial, CA



Savanna Park Fitness Area- Project 106782-01-Opt 2
Imperial, CA



Savanna Park Fitness Area- Project 106782-01-Opt 2
Imperial, CA



DATE SUBMITTED 08/10/22
 SUBMITTED BY PARKS
 DATE ACTION REQUIRED 08/17/22

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: MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND CITY OF EL CENTRO FOR THE CAL FIRE I.V. URBAN FOREST TREE GRANT

- I. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND CITY OF EL CENTRO FOR CAL FIRE I.V. URBAN FOREST TREE GRANT

DEPARTMENT INVOLVED: PARKS

BACKGROUND/SUMMARY:

Staff requests City Council's approval to enter into this agreement with City of El Centro. This agreement ensures that the City of Imperial receives 85 trees as part of the Cal Fire I.V. Urban Forest Grant. All trees received and labor for planting will be funded by this grant.

Please see attached maps of proposed tree planting areas:

FISCAL IMPACT: N/A

FINANCE
INITIALS



STAFF RECOMMENDATION: It is the department's recommendation for City Council to approve MOU between City of Imperial and City of El Centro

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

DM

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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

RECEIVED
AUG 11 2022

BY:

**MEMORANDUM OF UNDERSTANDING
TREE PLANTING IN THE CITY OF IMPERIAL FOR THE IMPERIAL VALLEY
URBAN FOREST**

This Agreement is made this 17th day of August, 2022, by and between the City of El Centro (“El Centro”) and the City of Imperial (Imperial) to provide for tree planting within the City of Imperial.

RECITALS:

On or about August 2018, the City of El Centro received a grant from Cal Fire for the Imperial Valley Urban Forest – Inventory Plan, which includes a component for the installation of 500 trees throughout five cities in the Imperial Valley specified in the grant, of which the City of Imperial is one.

One component of the grant is for the City to develop and implement a program to plant 500 trees within the five (5) cities in Imperial County by the Imperial Valley Urban Forest – Inventory Plan (the “Urban Forest Program”); and

To date, the City has developed such a program to allow participating cities to recruit residents of each City to participate in tree stewardship education and tree planting, has solicited bids for and hired a contractor to provide holes for community tree planting events and the planting of each city’s allotment of trees, and has arranged for the purchase of trees appropriate to the climate in the Imperial Valley; and

It now is time for the City to work with the other four (4) cities to implement the tree planting.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Term:** The term of this Agreement is for the period of August 17, 2022, to February 28, 2023. This MOU may be terminated at any time by the mutual agreement of the Parties.
2. **Description of Program:** The Program includes tree stewardship training of volunteers and planting events where the volunteers will be planting trees in pre-drilled holes.
3. **Administration and Funding:** The City of El Centro, Community Services Department, Economic Development Division will be responsible for administering the Program.
 - a. All Contractors will be hired and supervised by the City of El Centro
 - b. All costs for the Program are fully funded by the Urban Forest grant received by the City of El Centro. There will be no cost to the City of Imperial for the installation of trees.
4. **Responsibility of the City of Imperial.** The City of Imperial has been allotted eighty-five (85) trees and will be responsible for the following:
 - a. Tree planting events - The grant provides funding for one community tree planting event in each of the participating cities. The following conditions apply to the tree planting events.
 - i. The City of El Centro will not be conducting the tree planting events

associated with this grant. All aspects of the planning for the event in Imperial are to be conducted by the City of Imperial including, but not limited to, marketing, recruitment and selection of volunteers, outreach, rental of chairs and tents, and staffing. The scheduling of the event must be coordinated with the City of El Centro to ensure the program contractor is available for the proposed date and time.

- ii. The City of Imperial has an approved budget not to exceed \$5,000 to pay for the expenses related to the planning and delivery of the tree planting community event in Imperial.
 - iii. All expenses must be reviewed and approved by the City of El Centro prior to encumbrance to ensure they are allowable expenditures under the grant guidelines.
 - iv. The City of Imperial will pay for the expenses related to the tree planting event and submit a request for reimbursement to the City of El Centro.
 - v. The tree planting event volunteers will be supervised by the City of Imperial.
 - vi. The City of El Centro will provide the release required of all volunteers.
 - vii. The contractor being retained by the City of El Centro for this Program will provide an educational table and a tree planting demonstration for volunteers at the event. This service is paid by the grant and is not part of the City of Imperial's \$5,000 allocation for the event. The City of Imperial will designate a location, date and time for that event in coordination with the City of El Centro.
 - viii. Once volunteers have been identified and releases signed, the contractor being retained by the City of El Centro will pre-drill the holes for the tree planting event and provide labor to assist the volunteers on the planting day.
 - ix. The City of Imperial has the option to forego the tree planting event and the corresponding funding for the event. This will not affect the allotment of trees set aside for the city. What happens to the trees then? They are planted as determined by the receiving city as shown in the next paragraph. This section is only for the tree planting events.
- b. Determining where trees will be installed - The City of Imperial has determined that the trees will be planted in the areas set out on Exhibit A, attached and incorporated as part of this agreement.
 - c. After completion of planting and staking, the trees become the property of the City of Imperial, who shall assume all responsibility for watering and caring for the trees.
 - d. The City of Imperial shall ensure that the trees are properly maintained and kept alive for a minimum of (3) years from the date of completion of planting and staking.
 - e. The City of Imperial shall retain all records regarding the Program for at least four (4) years and shall make its records available to the City El Centro upon request.

5. **Liability:** Each party shall be responsible for its actions and those of its employees. This MOU does not constitute the basis for joint and several liability. The City of El Centro will require indemnification from the contractor for all participants. Volunteers will execute a waiver and release provided by the City of El Centro in favor of both the City of El Centro and all participants. The City of El Centro will cover the volunteers under its workers' compensation policy.
6. **Miscellaneous:** This Agreement is the only agreement between the Parties regarding its subject matter. This Agreement may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

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

City of Imperial:

Dennis H. Morita, City Manager

City of El Centro:

Marcela Piedra, City Manager

APPROVED AS TO FORM:

Katherine Turner, City Attorney

ATTEST:

Deputy City Clerk

EXHIBIT A
MAP OF TREE LOCATIONS IN THE CITY OF IMPERIAL

To be inserted

Tree planting locations 8 total

Irrigation Land / Copernicus

E 4th St

SM St

15-15

E 504 SI

E 5th St

E 515 St

tree

tree

tree

tree

tree

tree

tree

Evans Park

Legend

 Evans Park

 tree

tree

Evans Park

Legend

100 ft



Tree planting locations 5 total



Image Landsat / Copernicus



Sunset Park Map

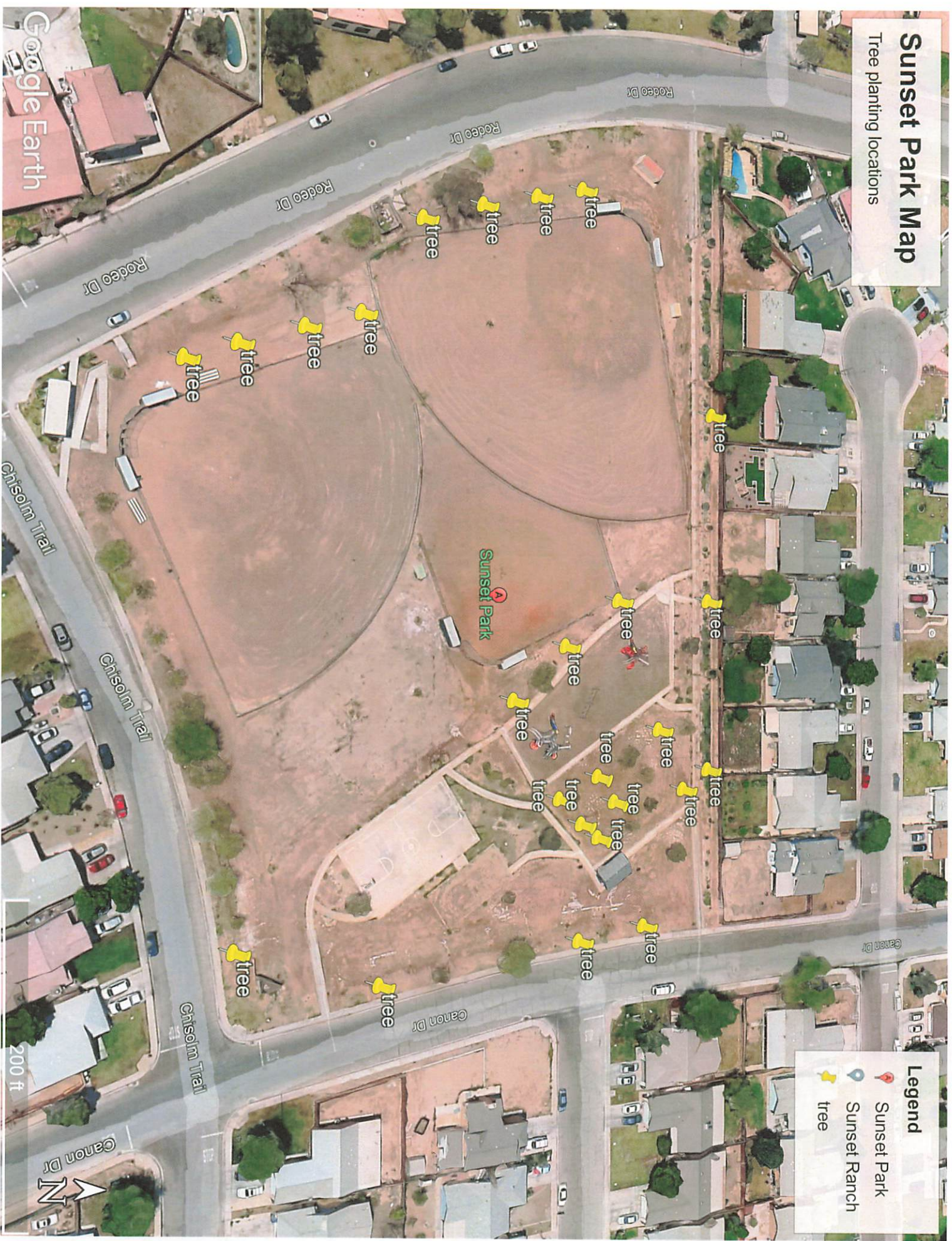
Tree planting locations

Legend

 Sunset Park

 Sunset Ranch

 tree





Aten Raod Map

Tree planting locations 27 total

Legend

- tree
- Untitled Path

Savanna park tree map

tree location map 10

Legend

 Savannah Ranch Park

 tree



Freddie White Map

Tree planting locations 10 total

Legend
Freddie White



W 4th St

W 4th St

W 4th St

W 4th St

SE St

SE St

SF St

W 3rd St

W 3rd St

W 3rd St

Google Earth

Image Landsat / Copernicus

200 ft

