

AGENDA
REGULAR MEETING OF THE
CITY COUNCIL
CITY OF IMPERIAL
200 WEST 9TH STREET
IMPERIAL, CA 92251-1637
SEPTEMBER 5, 2018
6:00 PM CLOSED SESSION
7:00 PM OPEN SESSION

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 session 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 LABOR NEGOTIATORS (GC 54957.6)

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

A-2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9
One potential case

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THIS AGENDA

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

C. PUBLIC APPEARANCES:

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

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

D. CONSENT AGENDA:

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

- D-1. Approval of claims/warrants report.
- D-2. Approval of Community Facilities District (CFD) Disbursement Request No. 1-2018 as requested by Monterrey Park (CFD 2006-1). 2nd payment of reimbursement 1-2018.
- D-3. Approval of minutes for Regular meeting of August 1, 2018 and August 15, 2018.

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

- E-1 **SUBJECT:** **DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF IMPERIAL AND THE CITY OF IMPERIAL FOR THE FISCAL YEAR 2017 OPERATION STONEGARDEN GRANT PROGRAM.**
 - 1. APPROVAL OF MOU BETWEEN THE COUNTY OF IMPERIAL AND THE CITY OF IMPERIAL FOR PARTICIPATION IN THE 2017 OPERATION STONEGARDEN.
- E-2. **SUBJECT:** **DISCUSSION/ACTION: AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE IMPERIAL POLICE DEPARTMENT FOR THE FISCAL YEAR 2019 INTEGRATED NARCOTIC TASK FORCE.**
 - 1. APPROVAL OF AGREEMENT BETWEEN US DOJ, DEA AND IMPERIAL POLICE DEPARTMENT FOR PARTICIPATION IN THE 2019 SAN DIEGO COUNTY INTEGRATED NARCOTIC TASK FORCE.
- E-3. **SUBJECT:** **DISCUSSION/ACTION: RETIREMENT OF IMPERIAL POLICE DEPARTMENT CANINE “PARKER”**
 - 1. APPROVE THE MEDICAL RETIREMENT OF CANINE “PARKER” AND AUTHORIZE THE ADOPTION OF HIM BY HIS FORMER HANDLER SGT. MAX SHEFFIELD.
- E-4. **SUBJECT:** **DISCUSSION/ACTION: EMERGENCY REPAIRS TO ELECTRICAL/ELECTRONIC SYSTEM TO THE BIOLAC PUMP STATION AT THE CITY’S WASTEWATER TREATMENT PLANT.**
 - 1. APPROVE RESOLUTION NO. 2018-57, DECLARING AN EMERGENCY, RATIFYING ACTION TAKEN BY THE CITY MANAGER AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH FURTHER ACTION AS MAY BE NECESSARY IN RESPONSE THERETO.
- E-5. **SUBJECT:** **DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN TEAMSTERS LOCAL UNION #542 AND CITY OF IMPERIAL FOR FISCAL YEAR 2018-2020.**
 - 1. APPROVAL OF RESOLUTION NO. 2018-58, TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND TEAMSTERS UNION LOCAL #542 FOR THE TERM OF 2018-2020.
- E-6. **SUBJECT:** **DISCUSSION/ACTION: IMPERIAL HIGH SCHOOL CULINARY PROGRAM.**
 - 1. AUTHORIZE LETTER OF SUPPORT TO IMPERIAL HIGH SCHOOL CULINARY CAREER TECHNICAL PROGRAM FOR PROPOSITION 51 CTE FACILITIES GRANT PROGRAM.

**E-7. SUBJECT: DISCUSSION/ACTION: SKY RANCH PARK RETENTION WALL
REPAIRS/REPLACEMENT.**

1. APPROVE MODIFICATION OR REPLACEMENT OF THE SKY RANCH PARK WALL.

**E-8. SUBJECT: DISCUSSION/ACTION: RESOLUTIONS TO BE PRESENTED FOR
CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE.**

1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY'S POSITION ON THE PROPOSED 2018 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS.

F. REPORTS:

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

F-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

F-3. SUBJECT: CITY MANAGER REPORT.

**ADJOURN CITY COUNCIL MEETING UNTIL THE NEXT REGULARLY SCHEDULED MEETING,
WEDNESDAY, SEPTEMBER 19, 2018 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

D-1

Date: 08/29/2018

Time: 3:19 pm

Page: 1

CITYOFIMPERIAL

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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83354	08/16/2018	Void	08/16/2018				0.00
83355	08/16/2018	Printed		001	ATS LABS , INC.		3,521.00
83356	08/16/2018	Printed		2357	ALL VALLEY FENCE		254.29
83357	08/16/2018	Printed		5956	AMAZON CAPITAL SERVICES		293.19
83358	08/16/2018	Printed		1066	AT&T		1,770.71
83359	08/16/2018	Printed		732	BAKER & TAYLOR BOOKS		106.04
83360	08/16/2018	Printed		6069	BAKER DISTRIBUTING COMPANY LLC		688.58
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83362	08/16/2018	Printed		674	BRENTAG		10,503.43
83363	08/16/2018	Printed		455	CALIFORNIA STATE DISBURSEMENT		1,068.90
83364	08/16/2018	Printed		6222	CODE EXXPERTS , LLC		732.50
83365	08/16/2018	Printed		1109	CONSOLIDATED ELECTRICAL DIST.		70.71
83366	08/16/2018	Printed		859	CORRPRO COMPANIES , INC.		1,908.36
83367	08/16/2018	Printed		132	COSTCO WHOLESALE		710.61
83368	08/16/2018	Printed		3132	D& RSUPPLY		198.26
83369	08/16/2018	Printed		1302	DAVID TURCH & ASSOCIATES		5,000.00
83370	08/16/2018	Printed		1056	DELL MARKETING L.P.		2,299.51
83371	08/16/2018	Printed		2815	DEVELOPMENT MANAGEMENT GROUP		4,000.00
83372	08/16/2018	Printed		3386	DON EUHUS		81.32
83373	08/16/2018	Printed		6329	EFE ERUKANURE		134.48
83374	08/16/2018	Printed		207	EL CENTRO MOTORS		17.76
83375	08/16/2018	Printed		6319	ELISEO SANTOS		162.30
83376	08/16/2018	Printed		314	FRANCHISE TAX BOARD		56.00
83377	08/16/2018	Printed		6327	GALLS, LLC		140.93
83378	08/16/2018	Printed		896	GROSSMAN PSYCHOLOGICAL		300.00
83379	08/16/2018	Printed		5791	HAL HAYS CONSTRUCTION		476,434.92
83380	08/16/2018	Printed		1190	ICMARC		1,953.04
83381	08/16/2018	Printed		028	IMPERIAL IRRIGATION DISTRICT		130.80
83382	08/16/2018	Printed		4264	IMPERIAL IRRIGATION DISTRICT		8,184.00
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83384	08/16/2018	Printed		102	IMPERIAL POLICE OFFICERS ASSN .		650.00
83385	08/16/2018	Printed		221	IMPERIAL PRINTERS		466.90
83386	08/16/2018	Printed		122	IMPERIAL STORES		48.11
83387	08/16/2018	Printed		350	IMPERIAL VALLEY PAINT CENTER		1,449.52
83388	08/16/2018	Printed		320	INTERNAL REVENUE SERVICE		150.00
83389	08/16/2018	Printed		008	JIM REITER'S LOCKSMITH & SAFE		337.50
83390	08/16/2018	Printed		6046	JNE POLYGRAPH		300.00
83391	08/16/2018	Printed		696	LEONARD BARRA		649.12
83392	08/16/2018	Printed		101	LINCOLN LIFE		2,486.21
83393	08/16/2018	Printed		6328	MARCELA GARCIA		100.57
83394	08/16/2018	Printed		6324	MERRITT MORRIS		130.28
83395	08/16/2018	Printed		776	MOSS, LEVY & HARTZHEIM		20,000.00
83396	08/16/2018	Printed		3513	NATASHA JACKSON		97.28
83397	08/16/2018	Printed		2295	NEW BORDER TACTICAL, INC		550.88
83398	08/16/2018	Printed		295	ORANGE CO. SHERIFF'S DEPT.		260.00
83399	08/16/2018	Printed		5177	ORANGE COMMERCIAL CREDIT		2,481.00
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83401	08/16/2018	Printed		979	SELLERS PETROLEUM		7,913.25
83402	08/16/2018	Printed		5706	SHI INTERNATIONAL CORP		864.80
83403	08/16/2018	Printed		1367	SHRED-IT		54.99
83404	08/16/2018	Printed		2365	SPARKLETTS		581.05

Check Register Report

Date: 08/29/2018

Time: 3:19 pm

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CITYOFIMPERIAL

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83407	08/16/2018	Printed		2804	THE REGENTS OF THE UNIVERSITY		431.86
83408	08/16/2018	Printed		4136	THE RENTAL SHOP		410.00
83409	08/16/2018	Printed		275	UNDERGROUND SERVICE ALERT OF		66.10
83410	08/16/2018	Printed		2008	UNITED PARCEL SERVICE		24.79
83411	08/16/2018	Printed		944	UNITED WAY OF IMPERIAL COUNTY		7.00
83412	08/16/2018	Printed		1715	WAXIE SANITARY SUPPLY		472.73
83413	08/16/2018	Printed		1154	WELLS FARGO BANK		5,000.00
83414	08/16/2018	Printed		1132	WELLS FARGO BANK MN, N.A.		1,029,497.68
83415	08/21/2018	Printed		023	AIRWAVE COMMUNICATIONS		1,431.83
83416	08/21/2018	Printed		6332	AMERICAN SOLUTIONS		1,359.90
83417	08/21/2018	Printed		6331	ANTOINETTE JOSEPH		145.28
83418	08/21/2018	Printed		1851	AT&T LONG DISTANCE		119.29
83419	08/21/2018	Printed		6286	BURKE, WILLIAMS & SORENSEN, LL		1,924.05
83420	08/21/2018	Printed		251	CALIFORNIA JPIA		92,450.00
83421	08/21/2018	Printed		3135	COUNTY OF SAN DIEGO, RCS		1,539 .00
83422	08/21/2018	Printed		3403	DANIELS TIRE CORPORATE ADMIN		2,124.80
83423	08/21/2018	Printed		517	DYNAMIC CONSULTING ENGINEERS		6,750.00
83424	08/21/2018	Printed		4197	EAH, INC.		124,366.64
83425	08/21/2018	Printed		4271	IMPERIAL COUNTY HUMANE SOCIETY		520.00
83426	08/21/2018	Printed		3205	IMPERIAL COUNTY SHERIFFS DEPT.		88.00
83427	08/21/2018	Printed		2914	IMPERIAL COUNTY TRANSPORTATION		2,206.42
83428	08/21/2018	Printed		1555	IMPERIAL VALLEY PRESS		176.11
83429	08/21/2018	Printed		5033	INFO SEND INC.		2,660.21
83430	08/21/2018	Printed		868	K-C WELDING & RENTALS, INC.		2,223.07
83431	08/21/2018	Printed		2901	KIMBALL MIDWEST		509.63
83432	08/21/2018	Printed		1647	LA BRUCHERIE IRRIGATION SUPPLY		21.13
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83436	08/21/2018	Printed		3581	PARKHOUSE TIRE INC.		505.97
83437	08/21/2018	Printed		1455	PRIMO CONSTRUCTION & SERVICES		2,400.36
83438	08/21/2018	Printed		4262	PYRAMID BUILDING & ENGINEERING		458,612.50
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83440	08/21/2018	Printed		1637	ROMEO'S CAR WASH		176.00
83441	08/21/2018	Printed		801	RUBEN MIRELES		1,760.00
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83443	08/21/2018	Printed		6330	RYAN BROOKS		131.46
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83446	08/21/2018	Printed		6312	STREAKWAVE WIRELESS, INC.		1,067.51
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83449	08/21/2018	Printed		5639	WAGEWORKS, INC		48.50
83450	08/21/2018	Printed		1568	WEBB AND ASSOCIATES		11,949.17
83451	08/21/2018	Printed		1968	WESTAIR GASES & EQUIPMENT		152.02
83452	08/21/2018	Printed		487	XPRESS LUBE		71.98
83453	08/22/2018	Printed		5666	360 BUSINESS PRODUCTS		495.79
83454	08/22/2018	Printed		3286	ALBERTO LOPEZ		332.17

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83457	08/22/2018	Printed		3669	CANON		401.71
83458	08/22/2018	Printed		3403	DANIELS TIRE CORPORATE ADMIN		57.72
83459	08/22/2018	Printed		6333	DENISE ALVARADO		100.00
83460	08/22/2018	Printed		5366	EL DORADO PRINTING AND		329.08
83461	08/22/2018	Printed		5134	FORENSIC DRUG TESTING SERVICES		149.00
83462	08/22/2018	Printed		1798	GREEN'S JEWELRY		68.75
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83467	08/22/2018	Printed		1555	IMPERIAL VALLEY PRESS		1,968.00
83468	08/22/2018	Printed		1587	JADE SECURITY SYSTEMS, INC.		50.99
83469	08/22/2018	Printed		868	K-C WELDING & RENTALS, INC.		543.20
83470	08/22/2018	Printed		401	LOWE 'S		161.28
83471	08/22/2018	Printed		6334	MARIA HERRERA		119.14
83472	08/22/2018	Printed		3574	NEOGOV		2,188.10
83473	08/22/2018	Printed		6336	OLGA QUINONEZ		29.26
83474	08/22/2018	Printed		084	PITNEY BOWES PURCHASE POWER		444.90
83475	08/22/2018	Printed		133	RAIN FOR RENT		53.41
83476	08/22/2018	Printed		2746	RECORDED BOOKS		578.21
83477	08/22/2018	Printed		6335	RICARDO LEON		63.78
83478	08/22/2018	Printed		104	TEAMSTERS, LOCAL 542		1,779.19
83479	08/22/2018	Printed		5607	TOP NOTCH SEEDS		350.00
83480	08/22/2018	Printed		611	VERIZON WIRELESS		5,423.21
83481	08/22/2018	Printed		141	WAL-MART COMMUNITY		221.86
83566	08/28/2018	Printed		5666	360 BUSINESS PRODUCTS		6.22
83567	08/28/2018	Printed		4208	ALBERT RIVERA		60.04
83568	08/28/2018	Printed		1119	ALBERT VALENZUELA		525.88
83569	08/28/2018	Printed		933	ANTHEM BLUE CROSS		21,687.35
83570	08/28/2018	Printed		2173	ATEN EXPRESS INC		24.00
83571	08/28/2018	Printed		3403	DANIELS TIRE CORPORATE ADMIN		361.35
83572	08/28/2018	Printed		569	DESERT VETERINARY GROUP		38.00
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83576	08/28/2018	Printed		6338	JADE AGUILERA		10.68
83577	08/28/2018	Printed		5954	JUDY GRANO		88.94
83578	08/28/2018	Printed		868	K-C WELDING & RENTALS, INC.		248.96
83579	08/28/2018	Printed		2028	MAD GRAPHIX INC.		107.75
83580	08/28/2018	Printed		6340	MARIA WEAVER		107.31
83581	08/28/2018	Printed		2295	NEW BORDER TACTICAL, INC		2,399.97
83582	08/28/2018	Printed		6337	RAY ORTA CONSTRUCTION		8.00
83583	08/28/2018	Printed		281	SERRA COOPERATIVE		349.00
83584	08/28/2018	Printed		1239	SHERWIN-WILLIAMS		8.60
83585	08/28/2018	Printed		3262	SIMNSA HEALTH PLAN		9,536.15
83586	08/28/2018	Printed		091	STAPLES CREDIT PLAN		919.99
83587	08/28/2018	Printed		2008	UNITED PARCEL SERVICE		35.68
83588	08/28/2018	Printed		4572	VEXER ENGINEERING		1,540.00
83589	08/28/2018	Printed		1132	WELLS FARGO BANK MN, N.A.		453,166.74
83590	08/28/2018	Printed		1827	WILKINSON REAL ESTATE		382.11

Check Register Report

Date: 08/29/2018
Time: 3:19 pm
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BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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				Total Payments: 155		Bank Total (excluding void checks):	3,016,383.01
				Total Payments: 155		Grand Total (excluding void checks):	3,016,383.01



CITY COUNCIL
James Tucker - Mayor
Geoff Dale - Mayor Pro Tem
Robert Amparano - Councilmember
Darrell Pechtl - Councilmember
Betty Sampson - Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morita

CITY MANAGER
Stefan T. Chatwin

CFD Disbursement Approval Procedure

CFD 2006-1 (Monterrey Park)

Payment Request No. 1-2018

Date Requested: February 21, 2018

Request Information: Payment Request No. 2-2017 is for construction, engineering and related costs incurred for an Acquisition Agreement Exhibit "A" facilities/fees as shown in Attachment 1. The request is to reimburse the advanced amount as follows: \$4,206,490.88

Actions required and steps taken in approving this request:

1. **Special Tax Consultant:** *Confirms that the facilities/fees are per the Acquisition Agreement dated November 1, 2005, includes confirmation of three (3) bids, contracts to perform the work, invoices or cancelled checks, and lien releases.*

Special Tax Consultant Recommendations: To submit to the City Manager the request to pay as requested from Surplus Funds. The Request lists the facilities/fees and meets the requirements for reimbursement that include the submittal of support documents in the form of contracts, invoices, cancelled checks, and lien releases, so that it can be processed for submission to the City Finance Director for payment under the Acquisition Agreement. This request should be paid from **Surplus Funds** (less retention if applicable) as drawdowns as funds become available to not exceed the following:

\$4,206,490.88 representing infrastructure items.

City Special Tax Consultant Approval

2. **Community Development Director:** *Confirm that the improvements have been completed, inspected, and meet the conditions set out in the Acquisition Agreement. Sign the original copy of the request and below.*

City Community Development Director Approval



CITY COUNCIL
James Tucker - Mayor
Geoff Dale - Mayor Pro Tem
Robert Amparano - Councilmember
Darrell Pechtl - Councilmember
Betty Sampson - Councilmember

CITY CLERK
Debra Jackson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morita

CITY MANAGER
Stefan T. Chatwin

3. **City Manager:** Review, submit to Council if appropriate, and approve the request for disbursement.

City Manager Approval

4. **City Administrative Service Department:** Please prepare and send these payments (wire instructions on file):

Wells Fargo Bank
32881 Temecula PKWY
Temecula, CA 92592

Juniper Ventures I, LP
Routing No. 1329431561
Account No. 121000248

5. Funds will be disbursed to the Developer as surplus funds become available.

From: Surplus Funds in drawdowns as funds become available (with 0% retention of 0.00 to be held)
\$4,206,490.88

Monterrey Park CFD Reimbursement

6/6/2018	Consent - E-2. Approval of the 1-2018	4,206,490.88	
6/20/2018	Request 1st payment of reimbursement 1-2018	<u>500,000.00</u>	Paid 06/20/18
		3,706,490.88	
9/5/2018	Request 2nd payment of reimbursement 1-2018	<u>270,000.00</u>	
		3,436,490.88	Remaining balance

CITY OF IMPERIAL

420 SOUTH IMPERIAL AVENUE

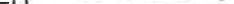
IMPERIAL, CALIFORNIA 92251

(760) 355-3807 • FAX (760) 355-4718

PURCHASE REQUISITION

60213

FINANCE DIRECTOR _____

CITY MANAGER  8/27/18

DATE _____

DATE _____

SUGGESTED SOURCE			PREVIOUS SUPPLIER ☐ YES ☐ NO		DATE REQUIRED
DELIVER TO					REQUIRED FOR
CHARGE TO (ACCT. NO.) 01000.2300			ATTN. CONFIRMING ☐ YES ☐ NO ☐ TELEPHONE ☐ SALES REP.		JOB OR ORDER NO.
VENDOR Jupiter Ventures					DATE ORDERED
					PURCHASE ORDER NO.
					DATE PROMISED
NOT TO EXCEED \$					SPECIAL INSTRUCTIONS

[illegible]

INSTRUCTIONS: DO NOT FILL IN SHADED AREAS

WHEN COMPLETE, REMOVE YOUR COPY AND SEND BALANCE OF SET INTACT TO PURCHASING

**MINUTES
REGULAR MEETING OF THE
CITY COUNCIL
AND
SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY
CITY OF IMPERIAL
AUGUST 1, 2018**

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

COUNCIL MEMBERS PRESENT: PECHTL, SAMPSON, TUCKER, AND DALE

COUNCIL MEMBERS ABSENT: AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA AND CITY MANAGER CHATWIN

A-1 SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e))

Title: City Manager

B. CITY COUNCIL RE-CONVENED TO OPEN SESSION

COUNCIL MEMBERS PRESENT: PECHTL, SAMPSON, TUCKER, AND DALE

COUNCIL MEMBERS ABSENT: AMPARANO

OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, PUBLIC SERVICES SUPERVISOR SELF, FIRE CHIEF ESTRADA, POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR HALLER, FINANCE MANAGER GUTIERREZ, COMMUNITY DEVELOPMENT DIRECTOR MORA, CITY CLERK JACKSON, AND IT DIRECTOR ESTRADA

MAYOR DALE called the meeting to order at 7:05 PM and the Pledge of Allegiance was led by Council member Pechtl.

ADJUSTMENTS TO THIS AGENDA:

Item E-7 is tabled at this time.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

There was no reportable action taken in Closed Session.

C. PUBLIC APPEARANCES:

SUSAN PARADIS, Imperial Chamber of Commerce Director addressed Council about the potential re-naming of Hwy 86 or Imperial Avenue. She would like for the Chamber to be involved in discussions and willing to assist with getting information distributed to businesses about any name change. In addition, reminded the Council about the upcoming annual Welcome Back Teachers luncheon.

D. CONSENT AGENDA:

- D-1.** Approval of claims/warrants report.
- D-2** Approval to waive reading in full and adopt Ordinance No. 800, An Ordinance of the City of Imperial, Amending the Imperial City Code to Change the Zoning Designation From C-1 Neighborhood Commercial to R-A Residential Apartments for the Following APNs: 064-434-005, 064-434-006, and 064-434-016.
- D-3.** Approval to waive reading in full and adopt Ordinance No. 801, An Ordinance of the City of Imperial, Amending the Imperial City Code to Change the Zoning Designation From R-1 Residential Single Family to R-a Residential Apartments for APN: 064-103-012.
- D-4.** Approval to waive reading in full and adopt Ordinance No. 802, An Ordinance of the City of Imperial, Adding Article VII to Chapter 10 of the City of Imperial Municipal Code Relating to the Prohibition of Scavenging.
- D-5.** Approval of minutes for Regular meetings: May 16, 2018; June 6, 2018; and June 20, 2018 and Special meeting: May 16, 2018 and Work session: May 16, 2018.

Motion by PECHTL, seconded by TUCKER to approve the Consent Agenda as presented.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E. ACTION ITEMS:

E-1 SUBJECT: SUPPORTING THE RESTORATION OF THE SALTON SEA.

ANDY HORNE, Imperial County Deputy CEO made a brief presentation on the proposed solutions to saving the sea.

1. APPROVAL OF RESOLUTION NO. 2018-52, TO SUPPORT THE MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF IMPERIAL AND RIVERSIDE COUNTY BOARD OF SUPERVISORS TO RESTORE THE SALTON SEA

Motion by TUCKER, seconded by SAMPSON to approve Resolution No. 2018-52.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-2. SUBJECT: ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS WATER AND WASTEWATER PROJECTS.

1. APPROVE PROPOSAL FROM ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF \$326,840.00
 - *Marshall Road Sewer Replacement
 - *13th Street Sewer Slip Line
 - *Barioni Blvd. Waterline Hwy 86 Crossing
 - *Brick Manhole Repair/Replacement Standard
 - *Filter Waste Modifications at the Water Treatment Plant

Motion by PECHTL, seconded by TUCKER to approve the proposal from Albert A. Webb Associates.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-3. SUBJECT: ENDING PARTICIPATION IN CALPERS HEALTH INSURANCE FOR CERTAIN CITY EMPLOYEES AND ELECTED OFFICIALS.

1. APPROVAL OF RESOLUTION NO. 2018-53, A RESOLUTION ELECTING CEASE TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION (MANAGEMENT)

Motion by TUCKER, seconded by PECHTL, to approve Resolution No. 2018-53.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

2. APPROVAL OF RESOLUTION NO. 2018-54, A RESOLUTION ELECTING CEASE TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION (SUPERVISORS (NON-SWORN))

Motion by TUCKER, seconded by PECHTL to approve Resolution No. 2018-54.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

3. APPROVAL OF RESOLUTION NO. 2018-55, A RESOLUTION ELECTING CEASE TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION (CONFIDENTIAL)

Motion by TUCKER, seconded by SAMPSON, to approve Resolution No. 2018-55.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

4. APPROVAL OF RESOLUTION NO. 2018-56, A RESOLUTION ELECTING CEASE TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION (ELECTED OFFICIALS-NON-PERS)

Motion by TUCKER, seconded by SAMPSON to approve Resolution No. 2018-56.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE

ABSENT: AMPARANO MOTION CARRIED 4-0

E-4. SUBJECT: CITY MANAGER CONTRACT

- 1. APPROVAL OF THIRD (3RD) AMENDMENT TO THE CITY MANAGER'S CONTRACT BETWEEN THE CITY OF IMPERIAL AND STEFAN T. CHATWIN**

Motion by PECHTL, seconded by SAMPSON to approve the third amendment to the City Manager's contract.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE

NOES: NONE

ABSTAIN: NONE
ABSENT: AMPARANO MOTION CARRIED 4-0

E-5. SUBJECT: ELECTIONS WORK GROUP FORMATION

1. APPOINTMENT OF CITY REPRESENTATIVE TO THE COUNTY OF IMPERIAL AD-HOC COMMITTEE TO ADDRESS THE ISSUE OF IMPROVING PUBLIC AWARENESS OF THE ELECTION PROCESS.

Motion by PECHTL, seconded by SAMPSON to appoint Council member Tucker to the committee.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: AMPARANO MOTION CARRIED 4-0

E-6. SUBJECT: DECLARE OFFICE DESKS AND CHAIRS AS SURPLUS AND AUTHORIZE DISPOSAL.

1. DECLARE OFFICE DESKS AND CHAIRS AS SURPLUS AND AUTHORIZE SALE OR SALVAGE OF ITEMS.

Motion by TUCKER, seconded by PECHTL to surplus office desks and chairs and authorize sale of items.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: AMPARANO MOTION CARRIED 4-0

E-7. SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR ROADWAY IMPROVEMENTS AT THE INTERSECTION OF CROSS ROAD AND ATEN ROAD.

1. APPROVE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IMPERIAL AND VEXER ENGINEERING IN AN AMOUNT NOT TO EXCEED \$19,825.00

Item tabled.

F. SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY

F-1. SUBJECT: DEVELOPMENT & DISPOSITION AGREEMENT (DDA) BETWEEN CITY OF IMPERIAL AND EAH, INC.

1. REVIEW AND APPROVE UPDATED DEVELOPMENT & DISPOSITION AGREEMENT BETWEEN CITY OF IMPERIAL AND EAH, INC FOR IMPERIAL SENIOR APARTMENT PROJECT.

Motion by PECHTL, seconded by TUCKER to approve the updated DDA for the Imperial Senior Apartment project as presented.

AYES: PECHTL, SAMPSON, TUCKER, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: AMPARANO MOTION CARRIED 4-0

G. REPORTS:

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

DALE thanked the Police Department for doing a good job as reflected in the city being named the safest city in the state to live in.

G-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

CHALUPNIK informed Council that the groundbreaking for the Transit Park will be held on August 9th at 8:00 am. The deadline for submitting application for cannabis licenses closed on July 31st and three applications received. These will be reviewed for completeness and further processing.

CITY CLERK JACKSON provided an update on the election process. At this time seven nomination packets have been issued with one having been returned and qualified as a candidate.

G-3. SUBJECT: CITY MANAGER REPORT.

Reported that he and Chief Barra met with Assemblyman Eduardo Garcia this week. Discussed was AB 1262- Gang Crime and Violence Prevention and AB 3032- Community Redevelopment Law.

CITY COUNCIL MEETING ADJOURNED AT 8:00 P.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, AUGUST 15, 2018 AT 7:00 P.M.

**MINUTES
REGULAR MEETING OF THE
CITY COUNCIL
AND
SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY
CITY OF IMPERIAL
AUGUST 15, 2018**

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

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

COUNCIL MEMBERS ABSENT: TUCKER

OTHERS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, AND PUBLIC SERVICE DIRECTOR LOPER

A-1 SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (54956.9)

Case No.: 05_14_18C-008

B. CITY COUNCIL RE-CONVENED TO OPEN SESSION

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

COUNCIL MEMBERS ABSENT: TUCKER

OTHER OFFICIALS PRESENT: CITY ATTORNEY MORITA, CITY MANAGER CHATWIN, PUBLIC SERVICES DIRECTOR LOPER, POLICE CHIEF BARRA, COMMUNITY SERVICES DIRECTOR HALLER, IT DIRECTOR ESTRADA, ACCOUNTING TECHNICIAN ZAMUDIO, COMMUNITY DEVELOPMENT DIRECTOR MORA, AND CITY CLERK JACKSON

MAYOR DALE called Open Session to order at 7:02 PM and the Pledge of Allegiance was led by Council member Pechtl.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no reportable action taken in Closed Session.

C. PUBLIC APPEARANCES:

None.

D. CONSENT AGENDA:

D-1. Approval of claims/warrants report.

D-2 Approval of Draw #4 to EAH, Inc. for Pre-Development Expenses in the amount of \$124,366.64 (Successor Agency)

D-3. Approval of minutes for Regular meeting of July 18, 2018.

Motion by SAMPSON, seconded by AMPARANO to approve the Consent Agenda as presented.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE

NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER

MOTION CARRIED 4-0

E. ACTION ITEMS:

E-1 SUBJECT: RUSSELL COURT SUBDIVISION UNIT 1

1. APPROVE FINAL MAP AND RELATED DOCUMENTS

Motion by PECHTL, seconded by SAMPSON to approve the Final Map and documents.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER MOTION CARRIED 4-0

2. AUTHORIZE CITY CLERK TO RECORD THE FINAL MAP AND RELATED DOCUMENTS.

Motion by PECHTL, seconded by AMPARANO to authorize City Clerk to record map and documents.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER MOTION CARRIED 4-0

E-2. SUBJECT: LABOR COMPLIANCE FOR IMPERIAL TRANSIT PARK

1. AWARD CONTRACT TO ALLIANT CONSULTING, INC. IN THE AMOUNT OF \$12,680.00 FOR THE LABOR COMPLIANCE SERVICES RELATED TO THE IMPERIAL TRANSIT PARK PROJECT.

Motion by PECHTL, seconded by SAMPSON to award contract to Alliant Consulting, Inc.

AYES: AMPARANO, PECHTL, SAMPSON, AND DALE
NOES: NONE
ABSTAIN: NONE
ABSENT: TUCKER MOTION CARRIED 4-0

E-3. SUBJECT: SKY RANCH PARK RETENTION WALL REPAIRS/REPLACEMENT

Discussion held with several options for fencing discussed. Council would like to see estimates for repairs of block wall and estimates for new fence made out of wood or vinyl material. Consensus is no chain link fence. They would also like to see additional lighting and cameras installed.

1. APPROVE REPAIRS TO OR REPLACEMENT OF A PORTION OF THE RETENTION WALL AT SKY RANCH PARK

Item to be brought back after staff researches additional options.

F. REPORTS:

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

AMPARANO commented that it is good to see city crews preparing street markings/crosswalks in preparation for the start of the new school year.

DALE reported on the recent ground breaking for the transit park.

F-2. SUBJECT: DEPARTMENT HEAD AND STAFF REPORTS

CITY CLERK JACKSON reminded the council that arguments either for or against the two city initiated ballot measures are due Friday August 17th.

COMMUNITY SERVICES DIRECTOR HALLER reported on the summer activities; the department is planning the Market Days events; and gave update on maintenance at various city parks. Haller also reported the city will be receiving 100 trees through the Urban Tree Program and these will be planted in the spring of 2019 and that the city received \$5,000 grant for new books and audio/visual materials for the library.

POLICE CHIEF BARRA introduced new police officer Octavio Ayala to Council.

F-3. SUBJECT: CITY MANAGER REPORT.

None.

CITY COUNCIL MEETING ADJOURNED AT 7:40 PM UNTIL THE NEXT REGULARLY SCHEDULED MEETING, WEDNESDAY, SEPTEMBER 5, 2018 AT 7:00 P.M.

DATE SUBMITTED

08/22/18

SUBMITTED BY

Imperial Police Dept.

DATE ACTION REQUIRED

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: **Operation Stonegarden MOU**

1. The Imperial Police Department requests approval of the new MOU between the Imperial Police Department and Stonegarden.

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Stonegarden MOU has been updated for the FY for 2017-2018.

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS

STAFF RECOMMENDATION:

DEPT. INITIALS

MANAGER'S RECOMMENDATION:

CITY
MANAGER's
INITIALS

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

1 **AGREEMENT FOR THE**

2 **FISCAL YEAR 2017 OPERATION STONEGARDEN GRANT PROGRAM**

3 THIS AGREEMENT ("Agreement"), made and entered into effective the ____ day of ____
4 2018, 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
9 **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police
10 Department ("Brawley"), the **CITY OF CALEXICO**, an incorporated city within the County of Imperial,
11 by and through its Police Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city
12 within the County of Imperial, by and through its Police Department ("El Centro"), the **CITY OF**
13 **IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department
14 ("Imperial"), and the **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial,
15 by and through its Police Department ("Westmorland"), (individually, "Party;" collectively, "Parties"), for
16 program support of the FY 2017 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 2017; 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
6 be used to reimburse the participating agencies under this Agreement; and

7 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures
8 reimbursed from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to
9 their jurisdictions authorized procurement methods, and submit an organization-wide financial and
10 compliance audit report if **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** or more of OPSG
11 federal funds 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
19 contained, 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
22 DHS and passed through CalOES under the OPSG for fiscal year 2017.

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
3 enforcement personnel in their designated areas of jurisdiction, in order to support
4 DHS's Bureau of Customs and Border Protection ("CBP") and Office of the
5 Border Patrol ("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
10 following 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 12:01 a.m. on July 1,
20 2018, and shall continue in effect through and terminate at midnight on May 31,
21 2020, 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,
23 2020 shall be subject to remaining grant funds and to a time extension approved
24 by DHS 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
8 accomplishing the missions set forth in this Agreement and in CBP's "Operations
9 Order Report," hereinafter referred to as **Exhibit "A"** and incorporated by
10 reference as though fully set forth herein.

11 (a) Parties will provide enhanced enforcement by increasing patrol presence
12 in 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
16 Code that may be subject to the enhancement specified in Section
17 1326(b)(2) of Title 8 of the United States Code, if detected during an
18 unrelated law enforcement activity, to document fraud, and for
19 intelligence development including making necessary inquiries as
20 permitted by Government Code 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.

26 ///

27 ///

28 ///

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

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

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

8 4.2.3. County Participating Agency Discretion.

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

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

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

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

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

26 4.2.4. Non-County Parties' Discretion.

27 (a) Non-County Parties shall be responsible for the management, direction,
28 and supervision of their respective OPSG personnel, and the standards of

1 performance, discipline, and all other matters incident to the performance
2 of such services, in each respective non-County Party's sole but
3 reasonable judgment, and in accordance with the provisions of applicable
4 labor agreements.

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

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

10 4.2.5. OPSG Coordinators.

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

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

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

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

23 4.2.7. Pre-Authorization of Overtime.

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

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

28 ///

1 4.2.8. Equipment and Supplies.

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

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

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

19 **5.1. General.**

- 20 5.1.1. As full consideration for the satisfactory performance and completion by
21 non-County Parties of OPSG activities set forth in this Agreement, County shall
22 pay non-County Parties for personnel assigned to perform OPSG activities on the
23 basis of invoices and submittals as set forth hereunder.
- 24 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
25 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
26 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
27 unallowable costs are not reimbursed.
28

1 5.1.3. No reimbursement shall be made to a Party during any period of time within
2 which that Party is in default on filing any informational or financial reports
3 required by County. County, through its Sheriff's Office, shall make any
4 necessary adjustments to Party claims to correct for previous overpayments and
5 disallowances or underpayments.

6 5.1.4. Payments made by County are dependent on the continued availability of grant
7 funds from DHS passed through CalOES.

8 5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Three**
9 **Hundred Thousand Dollars (\$2,300,000.00)**, unless otherwise provided for
10 under this Agreement.

11 **5.2. Personnel Cost/Rate of Compensation.**

12 5.2.1. During the term of this Agreement, County shall compensate Parties for
13 preauthorized overtime worked by personnel assigned to perform OPSG
14 activities.

15 5.2.2. Compensation made by County is based upon available funding and the actual
16 costs incurred by Parties to provide OPSG activities under this Agreement.

17 **5.3. Method of Payment.**

18 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other
19 related supporting documentation that represents amounts due under this
20 Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business
21 days following the end of each calendar month during the term of this Agreement.

22 5.3.2. Invoices, timesheets and other related supporting documentation must have the
23 signature of each non-County Party's OPSG Coordinator, or his or her designee,
24 certifying that the invoices, timesheets, and related documentation are true and
25 correct.

26 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later
27 than 5:00 p.m. of the eleventh (11th) business day following the end of each
28 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.

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

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

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

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

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

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

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

6. INDEMNIFICATION.

6.1. Indemnification Related to Workers' Compensation and Employment.

6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their respective officers, employees and agents from any claims, losses, fines, expenses

1 (including attorneys' fees and court costs), costs, damages or liabilities arising
2 from or related to:

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

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

12 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its
13 officers, employees and agents from any claims, losses, fines, expenses (including
14 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities
15 arising from or related to:

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

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

28 ///

1 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

2 6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.

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

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

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

14 6.2.2. Claims Arising from Concurrent Acts or Omissions.

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

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

20 6.2.3. Joint Defense.

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

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

26 (c) Parties agree to share the costs of such joint defense and any agreed
27 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.
28

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

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

7. **GENERAL PROVISIONS.**

7.1. **Independent Contractor Status.**

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

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

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

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

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

7.1.4. County and non-County Parties acknowledge and agree that County does not control the manner and means of performing the work of non-County Parties' officers, agents or employees who perform OPSG activities, nor does County

1 have the right to hire or terminate employment of such officers, agents or
2 employees.

3 7.1.5. Non-County Parties do not control the manner and means of performing the work
4 of County officers, agents or employees who perform OPSG activities, nor do
5 non-County Parties have the right to hire or terminate employment of such
6 officers, agents or employees.

7 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
8 Parties have no authority to bind County in any respect whatsoever.

9 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication
10 as an agent of non-County Parties, or in any manner assume or create or attempt
11 to assume or create any obligation on behalf of or in the name of non-County
12 Parties.

13 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves
14 directly or by implication as an agent of County, or in any manner assume or
15 create or attempt to assume or create any obligation on behalf of or in the name of
16 County.

17 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to
18 cover the liabilities arising out of this Agreement.

19 7.3. **Notices.**

20 7.3.1. Any notice, request, demand or other communication required or permitted
21 hereunder shall be in writing and may be personally delivered or given as of the
22 date of mailing by depositing such notice in the United States mail, first-class
23 postage prepaid, and addressed as follows, or to such other place as each Party
24 may designate by subsequent written notice to each other:

25 County Parties:

26 Sheriff
27 Imperial County Sheriff's Office
28 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.

1 7.4. **Amendment.** This Agreement may be modified or amended only by a written document
2 signed by all Parties, and no verbal understanding or agreement shall be binding on the
3 Parties.

4 7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations
5 hereunder without the prior written consent of the other Parties.

6 7.6. **Entire Agreement.**

7 7.6.1. This Agreement constitutes the complete and exclusive statement of agreement
8 between County and non-County Parties with respect to the subject matter hereto.

9 7.6.2. All prior written and verbal understandings are superseded in total by this
10 Agreement.

11 7.7. **Construction.**

12 7.7.1. This Agreement will be deemed to have been made and shall be construed,
13 interpreted, governed, and enforced pursuant to and in accordance with the laws
14 of the State of California.

15 7.7.2. The headings and captions used in this Agreement are for convenience and ease
16 of reference only, and shall not be used to construe, interpret, expand or limit the
17 terms of the Agreement and shall not be construed against any one (1) Party.

18 7.8. **Waiver.**

19 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
20 be performed by County or non-County Parties shall not be construed as a waiver
21 of any succeeding breach of the same or other covenants, agreements, restrictions
22 or conditions of this Agreement.

23 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
24 Agreement shall not be considered a waiver of any right to do so, whether for that
25 breach or any subsequent breach.

26 7.8.3. The acceptance by County or non-County Parties of either performance or
27 payment shall not be considered a waiver of any other Party's preceding breach of
28 this Agreement.

1 **7.9. Authority to Enter Into Agreement.**

2 7.9.1. County and non-County Parties have all requisite power and authority to conduct
3 their respective business and to execute, deliver and perform the Agreement.

4 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
5 legal power, right and authority to make this Agreement and to bind each
6 respective Party.

7 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
8 this Agreement.

9 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each
10 of which shall be deemed to be an original, but all of which together shall constitute one
11 (1) and the same instrument.

12 **7.12. Severability.**

13 7.12.1. This Agreement is subject to all applicable laws and regulations.

14 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
15 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
16 the conflicting provision shall be considered null and void.

17 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit
18 of this Agreement to any Party is lost, then the Agreement may be terminated at
19 the option of the affected Party, with the notice as required in this Agreement.

20 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
21 continue in full force and effect.

22 **7.13. Legislative Changes.** If any changes are made to laws or regulations under which this
23 Agreement is made, or to any successor legislation or regulations, or if DHS passed
24 through CalOES imposes any budget requirements or limitations applicable to this
25 Agreement and the services to be provided hereunder, then:

26 7.13.1. To the extent any of the changes are of mandatory application, such change(s)
27 shall apply to the Parties and this Agreement, and this Agreement shall be deemed
28 to be amended to be consistent with such change(s) except to the extent that such

1 change(s) alter(s) a material provision of this Agreement, in which case, such
2 material provision shall be voidable, and the Parties will negotiate in good faith to
3 amend the Agreement as necessary; and

4 7.13.2. To the extent any of the changes are not of mandatory application, such change(s)
5 shall not affect this Agreement or the rights or obligations of County and non-
6 County Parties under this Agreement, unless Parties mutually agree to subject
7 themselves to such change(s).

8 **7.14. Representation.**

9 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of
10 Probation shall be represented by their respective OPSG Coordinators, or their
11 designees, in all discussions pertaining to this Agreement.

12 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
13 or their designees, in all discussions pertaining to this Agreement.

14 **7.15. Dispute Resolution Concerning Services and Payment.** In the event of any dispute
15 concerning services and payment arising from this Agreement, Parties' OPSG
16 Coordinators, or their respective designees, will meet and confer within ten (10) business
17 days after receiving notice of the dispute to resolve the dispute.

18 **7.16. Termination of Funding.**

19 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
20 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
21 be considered null and void, and Parties shall no longer be required to provide
22 OPSG activities as described herein.

23 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
24 terminated, Parties shall meet immediately, and if agreed upon by Parties,
25 mutually develop and implement, within a reasonable period, a transition plan for
26 the provision of OPSG activities through alternate means.

27 **7.17. Obligation.** This Agreement shall be binding upon the successors of the Parties.

28 ///

1 **8. SPECIAL PROVISIONS.**

2 **8.1. Lobbying and Political Activities.**

3 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
4 persons entering into a contract, grant, loan, or cooperative agreement from an
5 agency or requests or receives from an agency a commitment providing for the
6 United States to insure or guarantee a loan, each Party independently certifies
7 that:

8 (a) No federal appropriated funds have been paid for or will be paid, by or on
9 behalf of the undersigned, to any person for influencing or attempting to
10 influence an officer or employee of an agency, a Member of Congress, an
11 officer or employee of Congress, or an employee of a Member of
12 Congress in connection with the awarding of any Federal contract, the
13 making of any federal grant, the making of any federal loan, the entering
14 into of any cooperative agreement, and the extension, continuation,
15 renewal, amendment, or modification of any federal contract, grant, loan,
16 or cooperative agreement.

17 (b) If any funds other than federal appropriated funds have been paid or will
18 be paid to any person for influencing or attempting to influence an officer
19 or employee of any agency, a Member of Congress, an officer or
20 employee of Congress, or an employee of a Member of Congress in
21 connection with this federal contract, grant, loan, or cooperative
22 agreement, the undersigned shall complete and submit Standard Form-
23 LLL, "Disclosure Form to Report Lobbying," in accordance with its
24 instructions.

25 (c) The undersigned shall require that the language of this certification be
26 included in the award documents for all subawards at all tiers (including
27 subcontracts, subgrants, and contracts under grants, loans, and cooperative
28

agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

8.2. Debarment and Suspension.

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Arc not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

9. CALIFORNIA LAW.

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

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

**COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

**COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION**

By: _____
Raymond Loera
Sheriff

By: _____
Daniel Prince
Chief Probation Officer

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

**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

By: _____
Gilbert G. Otero
District Attorney

By: _____
Gilbert G. Otero
Imperial County District Attorney

**CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
EL CENTRO OFFICE,
INDIO OFFICE,
WINTERHAVEN OFFICE**

By: _____
Jim Abele
Chief

**CITY OF BRAWLEY
POLICE DEPARTMENT**

By: _____
Robert Sawyer
Chief

**CITY OF EL CENTRO
POLICE DEPARTMENT**

By: _____
Brian P. Johnson
Chief

**CITY OF WESTMORLAND
POLICE DEPARTMENT**

By: _____
Lawrence "Larry" Ritchie
Mayor

APPROVED AS TO FORM:

Katherine Turner
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

**CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE**

By: _____
Melinda Peacock
Branch Chief, Business Management Branch

**CITY OF CALEXICO
POLICE DEPARTMENT**

By: _____
Gonzalo C. Gerardo
Interim Chief

**CITY OF IMPERIAL
POLICE DEPARTMENT**

By: _____
Leonard J. Barra
Chief

DATE SUBMITTED 08/27/18
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED _____

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: DEA/San Diego County Narcotic Task Force MOU**

1. The Imperial Police Department requests approval of the new MOU between the Imperial Police Department and the Drug Enforcement Administration.

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

This is a MOU between the City of Imperial, and the DEA regarding placing an officer from the Imperial Police Department on the DEA Task Force, otherwise known as the San Diego County Integrated Narcotic Task Force.

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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



**SAN DIEGO COUNTY INTEGRATED
NARCOTIC TASK FORCE**

4560 Viewridge Avenue
San Diego, California 92123

JUL 12 2018

Leonard J. Barra
Chief of Police
Imperial Police Department
484 S. Imperial Ave
Imperial, CA 92251

Dear Chief Barra:

I am writing to renew our Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year (FY) 2019. The Agreement is enclosed for your review and signature. After your review, please sign and date the Agreement and return by August 10, 2018. A copy of the Agreement will be sent to you after it is signed by Special Agent in Charge Karen I. Flowers.

Effective October 1, 2018, the maximum amount of the overtime reimbursement will be \$18,343.75 per officer. We receive funds on a quarterly basis and state and local departments must not exceed the quarterly amounts received. If some of the first quarter's allocation is not used, it can rollover to the second quarter, however, you cannot exceed the total allocation for the second quarter plus any rollover amount from the first quarter. Remaining funds can rollover from one quarter to the next, but departments must remain within that quarter's budget, plus any rollover from a previous quarter.

I am enclosing a sample of how your invoices for overtime must be prepared in order to expedite payment. Please have a member of your staff contact Supervisory Budget Analyst Jayshree Patel at (858) 616-4078 should they have any questions regarding the invoice or rollover allocation.

I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (760) 355-0857 ext. 3033.

Sincerely,

Frank J. Amavizca
Asst. Special Agent in Charge

Enclosures: a/s

ITEMIZED (INSERT DEPARTMENT NAME) OVERTIME

Compensation in the amounts indicated below for each listed person is claimed for the period _____ through _____, in accordance with the Task Force Agreement dated October 1, 2018.

<u>Personnel</u>	<u>Requested OT Reimbursement</u>	<u>Year-To-Date OT Payments</u>
------------------	---------------------------------------	-------------------------------------

Total Personnel:
Total Reimbursement Due for: (Insert Month)
Year-To-Date Total:

STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this first day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Imperial Police Department (hereinafter "IPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Counties of San Diego and Imperial, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Counties of San Diego and Imperial, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Counties of San Diego and Imperial area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.

2. To accomplish the objectives of the NTF, the IPD agrees to assign one (1) experienced officer to the NTF, specifically assigned to Imperial County for a period of not less than two years. During this period of assignment, the IPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The IPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The IPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the IPD officer assigned to the Task Force. This support will include: office space, office

supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the IPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

6. During the period of assignment to the NTF, the IPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the IPD for overtime payments made by it to IPD officer assigned to the NTF for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,343.75), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the IPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The IPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The IPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The IPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The IPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The IPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The IPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the IPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the IPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by IPD during the term of this agreement.

For the Drug Enforcement Administration:

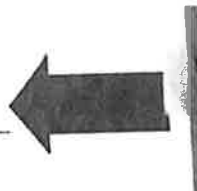
Name: Karen I. Flowers
Title: Special Agent in Charge

Date: _____

For the City of Imperial Police Department:

Name: Leonard J. Barra
Title: Chief of Police

Date: _____





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check ☐ if the State has elected to complete OJP Form 406177.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Imperial Police Department
484 S. Imperial Avenue
Imperial, CA 92251

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Leonard J. Barra, Chief of Police

5. Signature

6. Date



DATE SUBMITTED 08/06/18
 SUBMITTED BY Imperial Police Dept.
 DATE ACTION REQUIRED _____

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: DECLARE OUT OF SERVICE CANINE AS SURPLUS AND AUTHORIZE THE SALE OR SALVAGE OF CANINE.

1. Declare out of service canine as surplus and authorize the sale or salvage of canine.

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

Canine Parker is currently not in use due to medical retirement and would like to have canine declared as surplus and allowed to be sold. Canine will be sold to former handler Sgt. Max Sheffield for \$1.00.

FISCAL IMPACT: None

ADMIN
SERVICES
SIGN INITIALS _____

STAFF RECOMMENDATION: Request Council approval to have canine declared as surplus

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION:

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

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



DATE SUBMITTED 08/30/2018
SUBMITTED BY Public Services Dir.
DATE ACTION REQUIRED 09/05/2018

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

E-4


IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: EMERGENCY REPAIRS TO ELECTRICAL/ELECTRONIC SYSTEM TO THE BIOLAC PUMP STATION AT THE CITY'S WASTEWATER TREATMENT PLANT

1. APPROVE RESOLUTION NO. 2018-57 DECLARING AN EMERGENCY, RATIFYING ACTION TAKEN BY THE CITY MANAGER AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH FURTHER ACTION AS MAY BE NECESSARY IN RESPONSE THERETO.

DEPARTMENT INVOLVED: Public Services, City Manager

BACKGROUND/SUMMARY:

Late Tuesday, August 28, 2018, the station quit pumping influent. The unit quit pumping and went to alarm mode and stopped diagnosing the system. Watson Electric and Alex Estrada IT Director were called in to check out the system. Neither Watson Electric nor Alex Estrada are able to make necessary repairs due to age and corrosion from gases. It is necessary to replace the drive units/control component for the pumps. A temporary pump has been rented from Rain for Rent in order to keep the system operational. Declaring an emergency will allow the city to forgo the formal bidding process in order to protect the public health and safety and authorize the City Manager to move forward with purchasing needed equipment/parts to make emergency repairs. Updates to be provided at each Council Meeting to determine if the need exists to continue the emergency or suspend it.

FISCAL IMPACT: Approximately \$50,000.

STAFF RECOMMENDATION that City council approve the Resolution declaring the emergency.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:

RESOLUTION NO. 2018-57

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF IMPERIAL DECLARING AN EMERGENCY,
RATIFYING ACTION TAKEN BY THE CITY MANAGER AND
AUTHORIZING THE CITY MANAGER TO TAKE SUCH FURTHER
ACTION AS MAY BE NECESSARY IN RESPONSE THERETO**

WHEREAS, The City of Imperial operates a wastewater collection and treatment facility (“System”); and

WHEREAS, the System includes a influent pump station, headworks, biolac system and extended aeration basins and clarifiers; and

WHEREAS, the biolac pump station is an integral part of the influent pumping station that diverts the percentage of flow to the biolac treatment train; and

WHEREAS in order to safeguard the public health and safety and to protect property it is necessary to take immediate action to repair the controls for the biolac; and

WHEREAS, the City Council wishes to ratify any action taken to date by the City Manager to address the condition described herein and further wishes to approve the repairs made on temporary pumping equipment and to further allow the city manager to approve the purchase of parts and equipment necessary for permanent repairs.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The City Council declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property and hereby ratifies any action by the City Manager to repair the controls for the biolac system.
3. The City Council in order to safeguard life, health or property, hereby approves the temporary pumping equipment installed and allow the city manager to approve the purchase of parts and equipment necessary for permanent repairs.
4. The City Council authorizes action set forth herein on the basis that the emergency described herein will not permit delay resulting from a competitive solicitation of bids and the action is necessary to respond to the emergency.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council this 5th day of September 2018.

Geoff Dale, Mayor

ATTEST:

Debra Jackson, City Clerk

8/30/2018

CITY MANAGER'S
OFFICE

9/5/2018

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

()

SUBJECT: DISCUSSION/ACTION: TEAMSTERS LOCAL UNION #542					
1. APPROVAL OF RESOLUTION NO. 2018-53 TO ADOPT THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND TEAMSTERS UNION LOCAL #542 FOR THE TERM OF 2018-2020.					
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE					
BACKGROUND/SUMMARY: The City of Imperial and Teamsters Union Local #542 have concluded labor negotiations. Attached for Council's review you will find the resolution to adopt the Memorandum of Understanding (MOU) between the City of Imperial and Teamster Union Local #542, and all attachments. Please note, the revisions agreed upon during the Meet & Confer process can be found in the following Articles of the MOU: Article 4- work schedules and assignments, Article 5- compensation pay, Article 6- discipline, Article 7 - grievance process, Article 10- vacation, Article 11- other leaves, Article 12- health benefits, Article 14- occupational safety and health, Article 15- Classification/Reclassification, Article 16- covered work, Article 17- layoff and reemployment, Article 18-vacancies/transfers/promotions.					
FISCAL IMPACT: <i>As approved in the 2018-2019 Municipal Budget</i>	FINANCE INITIALS 				
STAFF RECOMMENDATION: It is staff's recommendation to approve and adopt the MOU as presented for a two (fiscal) year term.	DEPT. INITIALS 				
MANAGER'S RECOMMENDATION: It is the City Manager's recommendation that Council approve the MOU between the City and Teamsters Union Local #542 for fiscal years 2018-2019 and 2019-2020.	CITY MANAGER'S INITIALS 				
MOTION: 					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> SECONDED: AYES: NAYES: ABSENT: </td> <td style="width: 33%; vertical-align: top; text-align: center;"> APPROVED () DISAPPROVED () REFERRED TO: </td> <td style="width: 33%; vertical-align: top; text-align: center;"> 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 ()			

RESOLUTION NO. 2018-58

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL, A
MUNICIPAL GOVERNMENT OF THE STATE OF CALIFORNIA, ADOPTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND
TEAMSTERS UNION LOCAL #542 FOR FISCAL YEARS 2018-2019 AND 2019-2020**

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 on wages, benefits and other conditions of employment for fiscal years 2018-2019 and 2019-2020; and

NOW, THEREFORE, the City Council of the City of Imperial DOES HEREBY RESOLVE that the Memorandum of Understanding, 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, 2018.

PASSED AND ADOPTED by the City Council of the City of Imperial at the Regular Meeting on September 5, 2018.

GEOFF DALE, MAYOR

ATTEST:

DEBRA JACKSON, CITY CLERK

APPROVED AS TO FORM:

DENNIS MORITA, CITY ATTORNEY

IMPERIAL CITY CONTRACT

AGREEMENT

BETWEEN

CITY OF IMPERIAL

AND

TEAMSTERS LOCAL NO. 542

JULY 1, 2018 THROUGH JUNE 30, 2020

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PREAMBLE

This Memorandum of Understanding (hereinafter "Agreement") is made and entered into between the City of Imperial (hereinafter "City") and Teamsters Local No. 542 (hereinafter "Union").

It is mutually agreed as follows:

The City's obligation to operate efficiently and to fulfill its obligation to its employees to pay a fair day's pay for a fair day's work should not be obstructed by disputes between it and its employees.

Accordingly, it is the intent of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the City, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the operation of the City during the life of this Agreement; and to promote harmonious relations between the City, its employees and the Union.

ARTICLE I-RECOGNITION AND STATUS OF AGREEMENT

Section 1. The City recognizes the Union as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment pursuant to California Government Code Section 3500 et seq, for all City members in Teamsters Local 542.

Section 2. The City agrees that no employee hereunder will be coerced or discriminated against by the City, its officers or agents, because of membership in or lawful activity on behalf of the Union.

Section 3. Any decisions or agreements relating to matters within the *scope* of representation, or to the interpretation or application of this Agreement, made jointly between the City and the Union, shall be binding on every individual claiming or entitled to the benefits of this Agreement.

Section 4. The City shall notify the Union of any changes in classifications of employees and positions covered by this Agreement.

Section 5. To the extent permitted by law, the specific provisions of this Agreement prevail over City practices, policies, procedures, rules and regulations pertaining to employees. City practices, policies, procedures, rules and regulations which fall within the scope of representation, but which are not specifically addressed in this Agreement are hereby incorporated into this Agreement by reference.

Section 6. During the term of this Agreement negotiations may occur on matters contained herein by mutual consent of the parties. However, both parties otherwise expressly waive the right to meet and confer concerning matters contained in this Agreement during the life of the Agreement.

Section 7. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Section 8. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect. In such an event, and upon then request of either party to this Agreement, the parties shall meet and confer within thirty (30) days for the purpose of arriving at it mutually satisfactory replacement for such provision.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. All matters not within the scope of representation as set forth in Government Code Sections 3504 are reserved to the City. It is understood and agreed that City retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, is the exclusive right to:

Determine its organization and mission; direct the work of its employees; assign related work not expressly covered by job description; set standards of selection for employment, assignment and promotion, determine the times and hours of operations; determine normal working hours and schedule shifts accordingly; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its municipal policies, goals and objectives; make technology improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out 'Work in accordance with law; and to take any action necessary to meet conditions of an emergency nature, provided that the Union shall be afforded the opportunity to meet and confer concerning this MOU. In addition, the City retains the right to classify, terminate, transfer, and discipline employees, and to determine the content of the employee performance process.

Section 2 The City Manager may lay off unit member because of lack of funds, material change in duties or organization, or for other valid reasons. "Lack of Funds" is defined as occurring when the Fund Balance in the City's General Fund falls below the three (3) month operating expense level. The three (3) month operating expense level is the "Minimum Fund Balance" that is three (3) months equivalent expenses of the annual Fund Expenditures minus Capital Expenses. Layoffs will be administered in accordance with Article 17 of this MOU.

Section 3 The exercise of the foregoing powers, rights, authority, duties and Responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the MOU, and then only to the extent such specific and express terms are in conformance with law.

Section 4: This clause shall be interpreted and applied consistently with all other specific provisions of this MOU which deal with such management rights.

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ARTICLE 3 – EMPLOYEE AND UNION RIGHTS

Section 1. The parties recognize the right of employees to form, join, and participate in lawful activities of employee organizations,

- a. The City shall abide by all terms pursuant to AB119

Section 2. Personnel Files: The personnel file of each employee shall be maintained in the Human Resources office, and shall not be removed for any reason. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file except as it pertains in Article 6, Section 1; (f).

Employees and the Union shall be provided with a copy or copies of any written material prior to being placed in their personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. The employee shall have five (5) working days to submit a written response to such material. The written response shall be attached to the material.

An employee shall have the right at any reasonable time without loss of pay to examine and obtain copies of any material from the employee's personnel file in the presence of the Human Resources Manager. All personnel files shall be kept in confidence and shall be available for inspection only for the proper administration of the City's affairs or the supervision of the employee. The City shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such

material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

Upon written request from the employee, all written warnings and reprimands, or copies thereof will be removed from the employee's official personnel file and any supervisor's working file; provided, however, that twelve (12) months have elapsed from the date of the incident causing the last written warning or reprimand.

Section 3. The City recognizes the need and affirms the right of the Union to designate one (1) Shop Steward and one (1) alternate from among employees in the unit. It is agreed that the Union, in appointing such representatives, does so for the purpose of promoting an effective relationship between the City and employees by helping to settle problems at the lowest level of supervision.

The Union shall notify the City in writing of the names of the Shop Steward and alternate selected by the Union. If a change is made, the City shall be advised in writing of such change.

After notifying his/her immediate supervisor, a Shop Steward shall be permitted to leave his/her normal work area without loss of pay in order to assist in investigation, preparation, writing, and presentation of grievances. The Shop Steward shall advise the supervisor of the grievant of his/her presence. The Shop Steward is permitted to discuss any problem with all employees immediately concerned.

If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Shop Steward at the time of notification, the Shop Steward shall be permitted to leave his/her normal work area once the emergency has been resolved.

A Shop Steward shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area within his/her jurisdiction.

From time to time the Union may request for a steward be granted release time to attend training and/or Union functions. Each Union Steward shall be allowed a maximum of eighty (80) hours per year to attend Union Business. No reasonable request shall be denied

Section 4. Union Staff Assistance. Job representatives, Local Union officers and employees shall, at any time, be entitled to seek and obtain assistance from Union Staff Personnel, for the purpose of processing grievances, and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement or the law.

Section 5. Use of Equipment and Facilities. Upon request and without charge, the Union shall be granted the right to use City equipment and facilities for lawful Union business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld. Office equipment shall exclude the computer. The Union shall supply paper goods.

Section 6. Bulletin Boards. The Union shall have access to bulletin boards at each work site.

Section 7. Distribution of Material. The Union shall have the right to use existing mailboxes at City Hall for distribution of Union material.

Section 8. Non-Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, color, sex, religion, national origin, age, physical handicap, or for exercising any employee rights contained in this Agreement or the law.

Section 9. City Records. The Union shall have the right at reasonable times to review and/or receive any documents in the City's possession which are open by law to public inspection or which are necessary to the Union's fulfillment of its role as exclusive bargaining representative. The City shall provide the Union each year with a list of employees, their designated work sites and positions/classifications, and their relative seniority.

Section 10. Notice Requirements Notices required by this Agreement or bylaw shall be delivered either by hand or Certified U.S. mail to the Local Union.

Section 11. Permanent Employee - See Appendix C.

Section 12. Probationary Employee - See Appendix C.

ARTICLE 4 - WORK SCHEDULES AND ASSIGNMENTS

Section 1. Workday. The workday begins at 12:00 midnight and extends through 11:59 p.m

Section 2. Workweek. A work week is considered to be 168 consecutive hours over seven (7) consecutive days. The City may in the exercise of its management rights amend work schedules.

During the ten (10) day cycle, employees will perform standby duties as defined in Section 3 A. Such standby duty will commence on the start of the day following the employee's four (4) consecutive days off; normally a Monday, and will end at the seventh (7th) day, the following Monday.

Section 3. A. Standby Duties. An employee required during his/her off-duty time to remain accessible by telephone and also required upon notification, to respond to work, is considered to be on "standby". An employee (other than at the water and waste/water facilities) on standby during his/her workweek (beginning on Monday and ending on Sunday) shall receive three (3) hours at the appropriate overtime pay for the initial call out each day on stand-by. This will be paid whether or not he/she is actually called out for work during these periods. This compensation will be in addition to any call-back overtime actually worked. Employees on stand-by status shall receive one (1) hour of base pay for each day during stand-by status.

Standby employees at the water and wastewater facilities shall be paid two (2) hours base pay for each day of the seven consecutive days. An employee on standby shall contact dispatch or his/her supervisor within 15 minutes of being notified. Such employee must thereafter be on site within 60 minutes of being notified.

Section 3.B. Holdover Overtime. Holdover overtime (that is, overtime required immediately preceding or following an employee's regular work shift) shall be for a minimum of two (2) hours.

Section 3.C. Days Off. Employees working the days off shall be paid for actual time worked at the appropriate overtime rate, per Article 5, Section

Section 3.D. Call Back Pay. Call back overtime work will be for a minimum of three (3) hours and will be paid at the appropriate overtime rate exclusive of the "standby" overtime pay. The employee(s) will be entitled to one call-back pay per day at the three (3) hour overtime rate with any additional call back pay to the time actually worked.

Section 4. Changes in Shift Assignment. The City shall not change working hours or shift assignments of employees or positions except in the exercise of its management rights.

Section 5. Rest Breaks. Two fifteen (15) minute rest periods shall be granted to employees each work day and shall be scheduled at or about midpoint between the start of the shift and the meal period, and midpoint between the meal period and the end of the Work shift.

Section 6. Meal Periods. All employees shall be entitled to a duty free lunch period which shall be scheduled at or about the midpoint of each work shift.

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. All employees covered by this bargaining agreement will receive a salary adjustment of 3.0 percent (%) plus a 2.8 percent (%) COLA adjustment for a combined total of 5.8 percent (%) for 2018-2019 Fiscal Year;
3. All employees covered by this bargaining agreement will receive a salary adjustment of 2.0 percent (%) in January of 2019 for a total of 7.8 percent (%) for the remainder of fiscal year 2018-2019;
4. All employees covered by this bargaining agreement will receive a salary adjustment of 5.0 percent (%) plus COLA for 2019-2020 Fiscal Year
 - a. The COLA shall reflect May 2019 numbers.
5. 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;
6. 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 adjustment.

Section 2. Hourly Rate. The regular (straight-time) hourly rate of pay is determined by dividing the monthly rate of pay by the factor 173.333.

Section 3. Overtime Rates. Rates applicable to Standby Duties (Article 4, Section 3 A), Holdover Overtime (Article 4, Section 3B), Days Off (Article 4, Section 3.1), and Call Back Pay (Article 4, Section 3.2) are as follows:

Employees (other than water/wastewater): Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or forty (40) hours per week, and for actual time worked on the sixth (6th) day following commencement of the employee's workweek.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the seventh (7th) consecutive day following commencement of the employee's workweek.

Water/Wastewater employees:

Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or eighty (80) hours per ten (10) day work cycle and for actual time worked on the eleventh (11th) and twelfth (12th) day following the commencement of the ten (10) day work cycle.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the thirteenth (13th) and fourteenth (14th) consecutive days following commencement of the employee's ten (10) day work cycle.

Paid leaves, including sick leave, holidays and vacation, are considered time worked for the purpose of computing overtime.

Any work ordered, authorized, or permitted shall be considered time worked for the purpose of computing overtime. The City shall not allow employees to perform regular or overtime work without the payment of compensation at the applicable rate of pay.

Section 4. Certificate Pay. Classifications covered by this agreement who obtain a grade or grades above the requirement for their position shall receive \$25 per pay period for each such grade not to exceed \$75 per pay period. Classifications include; Operators in Water and/or Wastewater and General Maintenance Worker I, II, and III.

Section 5. Holiday Pay. An employee who is required to work on any of the holidays set forth elsewhere in this Agreement shall receive his/her applicable rate of pay (either regular or overtime) for all hours actually worked on that holiday, and, in addition, will receive pay at one and one-half (1.5) times his/her regular hourly rate for all hours worked, and shall receive no additional time off.

If an employee is not required to work on a holiday because it is observed on his/her regularly scheduled day off, the employee will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

A holiday occurring during an employee's vacation period will be observed as a paid holiday when it occurs. If an employee is not required to work on a holiday

and if the holiday is not observed on one of his/her regularly scheduled days off the employee will take the holiday off and will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

Section 6. Out-of-Class Pay. An employee who, is assigned to perform the duties of a higher job classification shall be paid five percent (5%) above his/her regular rate of pay for all hours the employee is assigned duties of a higher job classification. When the employee is assigned to perform the duties of the higher job classification due to a scheduled vacation, the employee shall be entitled to five percent (5%) above his/her regular rate of pay performing the duties of the higher job classification.. At all times, the City Manager has the sole authority to verbally or in writing temporarily assign an employee to perform the duties of a higher job classification.

Section 7. Training Pay. Any training required by the City shall be considered time worked and compensated at the appropriate rate of pay. The City shall reimburse the employee at the current IRS mileage rate of travel when using their own vehicle to attend trainings and/or meetings. Employee will submit a travel advancement form no later than two weeks prior to their training/travel date unless otherwise approved by their Supervisor. A per diem will be provided to the employee prior to their departure date for purposes of covering meals and incidental costs at a rate dictated by the General Services Administration (GSA). Lodging accommodations arising out of training and travel as described in this agreement will be arranged by the City at no cost to the employee.

Section 8. Longevity Increases. New employees will serve a six (6) month probationary period. Employees shall be evaluated at three (3) months. After successful completion of a probation period, a new employee will be evaluated annually. New employees may be placed at a competitive step in the Salary Schedule which commensurate with experience and/or training. This provision will be in effect for the term of this agreement.

City will continue to fund longevity increases for city employees.

Employees with ten (10) years of continuous service with the City shall receive a five percent (5%) longevity increase after completing one year on Step 7.

Failure of the Supervisor to complete a timely Employee Evaluation shall be treated as a "Meets Expectations" evaluation.

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ARTICLE 6 - DISCIPLINE

Section 1. Just Cause. Discipline shall be imposed on permanent employees only in accordance with the terms of this Article and for just cause, consistent with and subject to applicable law.

(a) Probationary employees may be dismissed at any time during the probationary period. Such action shall not be subject to the Grievance Procedure or this Article, so long as the dismissal notice indicates only that the dismissal is a "probationary release."

(b) Progressive discipline shall be used regarding matters such as: unsatisfactory job performance; infraction of procedures, tardiness, abuse of leave time, or excessive absences. Violation of serious nature is considered a **CARDINAL INFRACTION(S)**, which may lead to immediate termination, not subject to progressive discipline.

(c) Progressive discipline shall consist of the following four steps: (1) Written verbal, (2) Written warning, (3) Suspension not to exceed five days, and (4) Written report recommending dismissal from the department head **on a case by case basis.**

(d) Excessive absenteeism is absence from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1 (b) of this Article.

(e) Excessive tardiness is tardy from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1(b) of this Article. A department head's written report shall contain a description of the events requiring disciplinary action, and a remedial plan outlining steps for the employee to correct the situation. Such reports shall be placed in the employee's personnel file for each step taken.

(f) **CARDINAL INFRACTIONS:** Grounds for immediate termination can be: (1) flat refusal to follow a supervisor's instructions without reasonable

cause; (2) violation of the laws of the State while on duty, such as theft; (3) reporting for work or being at work following the use of alcohol or a "controlled substance" or any drug (whether legally prescribed or otherwise), where such use may impair the employee's ability to perform assigned duties; unauthorized possession of, use, or attempting to bring any "controlled substance" or other illegal drug to any work site; (4) other matters so detrimental in nature that the City Manager determines that immediate action is required such as endangering the safety and welfare of the public or other employees.

(g) The employee is entitled to representation at each step of the discipline procedure.

(h) Discipline notices will only be considerate valid if they are issued within ten (10) working days of the event giving rise to notice or within ten (10) working days from the date the Employer first had knowledge of the subject event.

The City is required to send the Union a copy of the warning within five (5) working days of issuing the notice to the employee. Failure of the City to provide a copy of a discipline notice to the Union within five (5) days is subject to the grievance provision of this agreement.

Section 2. Written Notice of Proposed Discipline. In taking disciplinary action against a permanent employee under this Section, a written notice of the proposed discipline shall be served on the employee either personally or by Certified mail, return receipt requested and on the Union, at least five (5) working days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:

- (a) A description of the proposed action and its effective date.
- (b) A statement of the reasons for such proposed action, including acts or omissions on which the proposed action is based.
- (c) Copies of materials, if any, in the possession of the City and on which the proposed action is based.
- (d) A copy of Article 6 - Discipline of the Agreement shall be included with the notice of disciplinary action.

(e) A form, the signing and completing of which by the employee shall constitute a demand for a hearing, must be submitted within five (5) working days of the notice of disciplinary action.

(f) Administrative Investigations Leave: employees may be placed on Administrative Investigation Leave without pay pending the results of the investigation for a period of no more than fourteen (14) working days.

Section 3. Time Limit Extension. The time limits of Sections 1 (h) and Section 2 may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement of both parties involved at the Step to be extended.

ARTICLE 7 - GRIEVANCE PROCEDURE

CITY OF IMPERIAL GRIEVANCE PROCEDURE STEPS

Step 1 Oral Grievance to Immediate Supervisor Per Article 7

Step 2 Written Grievance to Department Head Per Article 7

Step 3 Grievance Goes to City Manager Per Article 7

Step 4 Federal or State Mediation and Conciliation Service Final Step per Article 7

Section 1. Definition. A grievance is defined as any complaint of any employee, employees, or Union involving the interpretation, application or alleged violation of this Agreement, or a violation, application or interpretation of any law, City policy, rule, regulation or practice. It is the intent of the parties to equitably resolve grievances at the lower possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of a grievance,

Section 2, Procedure. Grievances shall be handled in the following manner:

(a) Step One (informal): Within five (5) working days of the incident which gave rise to the grievance, an aggrieved employee may present directly or through his Union representative, his grievance to his immediate supervisor. The grievance

shall be submitted only orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

(b) Step Two (formal): If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2, the employee shall submit the grievance in writing to the department head. The department head shall provide the employee with a written decision within five (5) working days after the receipt of the written grievance.

(c) Step Three: If the grievance is not satisfactorily adjusted by the department head, or, if the department head fails to respond in accordance with Step 2, the Union or employee may submit the grievance in writing to the City Manager within five (5) working days of the response from the department head. Within five (5) working days after the receipt of the grievance at Step 3, the City Manager shall hold a meeting at which the grievant and/or Union Representative and the department head of the grievant shall be present to discuss and seek to resolve the grievance.

The grievant shall be notified in writing of the response at Step 3 within five (5) working days after the meeting. The City Manager's decision will be final regarding the grievance, other than those matters where an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay. If needed, the grievance shall be able to proceed to (d) Step 4 of this Article, with all documentation carried forward.

(d) Step 4: If the City Manager fails to respond in accordance with Step Three or as a result of the above, an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay, the employee and/or Union have the right, within ten (10) working days of the City Manager's decision, to request the Federal or State Mediation and Conciliation Service to hear the matter and render a recommendation. ~~This decision shall be final and binding on both parties.~~ The Mediator's authority is limited, and shall have no power to alter, amend, change or to subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement, City rules, regulations, and/or policies in respect of the alleged grievance. The recommendation of the mediator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. ~~The decision of the mediator within the limits herein prescribed shall be final and binding upon the parties to the~~

~~dispute. The mediator shall render a decision in writing to both parties within thirty (30) days from the hearing.~~

(e) In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

The Union shall have a copy of the original grievance filed from Step One forward. Employee filing grievance has the right of Union representation.

Section 3. Group Grievances. If the grievance involves employees with different department heads, the grievance may be filed at Step Three.

Section 4. Policy Grievances. If the grievance involves City-wide policy, practice or interpretation of this Agreement, the grievance may be submitted by the Union at Step Three.

Section 5. Employee-Processed Grievances. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement.

- a. In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

Section 6. Time Limits. Extension of Time Limits' The time limits of each step may be extended by mutual consent of the parties, If an extension is agreed to, the duration of the extension shall be in writing and the statement by both parties involved at the step to be extended.

Section 7. Arbitration Procedure. In the event the Mediation process is not successful and if the parties have processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and set to the Employer via certified mail (return receipt requested). Such filing must take place within seven (7) working days from receipt of the final decision from Employer.

- a. The arbitrator shall be appointed by the Employer and the Union by whatever means both agree to or from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service or the American Arbitration Association who are members of the National Academy of Arbitrators. If a panel is obtained from the Federal Mediation and Conciliation Service or the American Arbitration Association, selection shall be made within thirty (30) working days of receipt of said list, with the order of striking being determined by lot.
- b. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer provided it complies with the provisions of this Article.
- c. The costs, fees and expenses of the arbitrator and hearing room will be equally shared between the Employer and the Union, otherwise each party shall bear its own expenses.

ARTICLE 8 – HOLIDAYS

Section 1. Observed Holidays. The following days (14) will be observed as holidays for City:

New Year Eve Day	December 31
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day	December 24
Christmas Day	December 25
Personal Floating Holiday	Taken any time during the calendar year

Section 2. Weekend Holidays. When a holiday herein falls on a Sunday, the following Monday shall be deemed to be the holiday, and when a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday,

Section 3. Holiday Credit. In order to receive credit for a holiday an employee must be in on paid status immediately preceding and succeeding the holiday,

Section 4. Paid Status Defined. Time during which an employee is excused from work because of holidays, sick leave, vacation, approved time off or other paid leave of absence shall be considered as time worked by the employee, for the purpose of determining paid status.

Section 5. Holiday Records. All holidays are to be recorded for each employee and must be reported on the payroll time sheets.

Section 6. Public Services Department. Employees whose regular scheduled falls on a holiday will observe the day preceding their days off.

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ARTICLE 9 - SICK LEAVE

Section 1. Sick Leave Accrual. Sick leave will be accrued and credited on a pay period basis. A new employee starting on any day other than the first day of the pay period will not receive sick leave credit for that period.

(a) Employees will receive 3.69 sick leave credit hours for completion of each full pay period (the total number of sick leave accrual will be ninety-six (96) hours per year).

(b) Employees shall be able to accumulate unlimited sick leave hours. Effective July 1, 2011, all new employees hired after this date will be able to convert sick leave accrual for additional retirement credits at separation from the city after five (5) years of employment providing that they are PERS eligible. The employee shall have the option to cash out all hours between four hundred (400) hours and four hundred eighty (480) hours at the rate specified under Section 3 of this Article. New employees will no longer be eligible for sick leave cash out after five (5) years of employment. This policy does not affect employees hired prior to July 1, 2011.

(c) If an employee is absent without pay for more than five (5) working days of any single pay period, sick leave will not be accrued for that pay period.

Section 2. Use of Sick Leave. Sick leave may be taken at any time following the pay period in which it is earned. Use of accumulated sick leave is limited to the illness or injury of the employee and in accordance of the Family Medical Leave Act (FMLA).

Employees may charge to their accumulated Sick leave for absence from work due to confinement or hospitalization of a member of their immediate family (spouse, child or other dependent).

(a) Proof of illness in the form of a doctor's statement may be required for all absences of three (3) consecutive workdays or more due to illness, or if the City has reason to believe that the use of sick leave is not warranted. The City may give prior notice that verification will be required for future illnesses.

- (b) When an employee returns following an absence of more than three consecutive work days, the City may request the employee furnish the City with a release from a medical or religious practitioner' certifying physical fitness and the extent to which he/she may resume normal duties.
- (c) When weekly disability payments are being made under Workers' Compensation laws accrued sick leave benefits may be used provided that the total amount received by the employee shall not exceed normal compensation. The burden of proving the payment of Workers' Compensation benefits is with the employee so that pro-rated sick leave benefits can be computed.
- (d) Employees are encouraged to maintain a minimum of twenty (20) hours as insurance against unexpected illness.
- (e) City agrees to pursue implementation of State Disability Program (SDI). Cost to the program will be an employee payroll deduction.

Section 3. Sick Leave Payoff. Accumulated sick leave shall be paid upon resignation or retirement according to the following schedule:

(a) After five (5) years of service	25%
(b) After ten (10) years of service	50%
(c) After fifteen (15) years of service	75%
(e) 20 years of service	100%

The above accumulated sick leave shall be paid at the current hourly rate of pay at the time of resignation or retirement less applicable taxes if any. The above shall not apply to any new employee hired after July 1, 2011, or any new re-hire hired after July 1, 2011, or any employee terminated for just cause pursuant to the Discipline Article of this Agreement.

Section 4. Additional Sick Leave. Effective, July 1, 2013, After exhaustion of paid sick leave, an employee who is ill or injured may, upon written request, use accumulated vacation or other credited paid leaves to avoid leave without pay.

- (a) Days which an employee uses as "Additional Sick Leave" shall be considered days in paid status for applying the rights, benefits and terms of this Agreement.

Section 5. Medical Leave of Absence. An employee who has exhausted all sick leave entitlements, who is suffering illness or disability of a continuing nature, will be granted a medical Leave without pay in accordance with FMLA/CFRA and the employee's coverage under the group health insurance plan may be continued at the employee's expense.

Section 6. Return after Extended Illness. If during the period covered by Additional Sick Leave or Medical Leave, an employee is physically able to return to work; he/she shall be immediately returned to the position and classification held prior to the leave, without loss of benefits or seniority.

- (a) After exhaustion of all leaves in accordance with Family Medical Leave (FMLA/CFRA), an employee still unable to return to work shall be placed on a re-employment list in order of seniority and be recalled to any position vacancy for which he/she is qualified, in accordance with Article 17.

ARTICLE 10 - VACATION

Section 1. General Provision. Vacation leave with pay is an employee's earned right to be granted in accordance with City policy consistent with the terms of this Agreement.

- (a) Vacation will be accrued and credited on a pay period basis as indicated in Section 4. An employee starting on any day other than the first day of the pay period will not receive vacation credit for that period.
- (b) Effective July 1, 2013, no vacation leave time is considered earned until twelve months of continuous service has been completed.
- (c) Effective July 1, 2013, upon completion of the twelfth month, employees may request and the supervisor may grant, vacation leave with pay to the extent earned in accordance with the applicable formula contained herein.
- (d) Vacation time used by each employee must be recorded on the payroll time sheets using the letter "V" in regular time column.
- (e) Unpaid absences of thirty (30) days or more during applicable periods will be deducted from work time in determining vacation leave credits.
- (f) Vacation time will be computed on the basis of a service year commencing January 1 and ending December 31 of each year.

Section 2. Vacation Liquidation. Leave may be taken up to the full amount accrued as approved by the supervisor. Vacation, including fractions of a day, shall only be granted upon prior written request and approval of the supervisor. Supervisors will make every effort to grant vacation at time preferable to the employees, consistent with work requirements and the providing of City services. Hours in excess of allowable earned per year will be paid out at face value prior to the end of the calendar year.

At the request of the employee, vacation leave may be awarded after exhaustion of accumulated sick leave, administered and liquidated as sick leave or used concurrently with Workers' Compensation benefits. However, total benefits shall not exceed normal compensation. Normally, vacation leave shall be taken during the twelve (12) month period following the service year in which it is earned. However, a carry-over of up to four hundred eighty (480) hours will be permitted. Effective July 1, 2011, employees who reach the cap will be cashed out on the first pay period in December of each year for any hours over 480 and an equivalent

amount of vacation hours the employee is expected to earn in the coming fiscal year. Employees will be able to earn their full amount of vacation in the next year up to but not exceeding a cap of 480 hours.

Section 3. Payment Upon Resignation or Termination. Newly hired or terminated employees will be paid for current earned vacation. This payment will be made in a lump sum with the final check issued to the employee.

Section 4. Vacation Formula. Effective, employees will earn vacation leave as follows:

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) through Three (3)	Two (2) Weeks
Four (4) through Eight (8)	Three (3) Weeks
Nine (9) through Fourteen (14)	Four (4) Weeks
Fifteen (15) and over	Five (5) Weeks

26 CALENDAR YEAR PAY PERIOD(S)

<u>First 2 Pay Periods</u>	<u>Total</u>
Two Weeks	80 Hours
Three Weeks	120 Hours
Four Weeks	160 Hours
Five Weeks	200 Hours

ARTICLE 11 - OTHER LEAVES

Section 1. Bereavement Leave. Whenever an employee is absent from work because of death in the immediate family, he/she shall be entitled to three working days absence with pay, and two additional days if travel in excess of 500 miles, one way, is required.

(a) The immediate family shall be any of the following: father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, son (Includes step-son), daughter includes step-daughter), grandmother, grandfather, son-in-law, daughter-in-law, grandchildren, aunt or uncle, niece or nephew.

(b) The granting of this leave shall not affect the employee's vacation or sick leave.

(c) All bereavement leave must be reported on payroll time sheets, with an indication of the relationship of the deceased family member.

(d) Additionally, in the event of a death in the employee's immediate household (ie: spouse, child (including step child), grandchild, and/or persons employee is directly responsible for) ten (10) work days of bereavement leave with pay may be taken by the employee.

Section 2. Funeral Leave. Upon the death of an employee of the City, fellow employees may be absent from work for a maximum of four (4) hours, without loss of pay, for the purpose of attending funeral services, with approval of City Manager.

Such paid absence and its duration, will be subject in each instance to the approval of the City Manager and shall be recorded on time sheets. Supervisors are to record the name of the deceased employee on time sheets. However, no department is to be closed down to public service without City Council approval.

Section 3. Jury Duty. City employees are not excused from jury duty. Leave for jury duty will be granted with pay. Employees shall turn over jury duty per diem payment, but employees shall retain mileage stipend.

Section 4. Maternity/Family Leave. Leave of absence due to pregnancy, miscarriage, childbirth, recovery and other as defined by Federal and State law there from, will be considered sick leave such as any other type of temporary

disability. If leave required for maternity disability exceeds earned sick: leave, additional sick leave and medical leave may be taken as defined in the Sick Leave Article of this Agreement.

Section 5. Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 6. Personal Necessity Leave. Employees may use at their election accrued sick leave accumulated under the Sick Leave Article of this Agreement not to exceed six days per year for cases of personal necessity as follows: A minimum balance of forty (40) hours sick leave must be maintained at all times. Requests for Personal Necessity Leave should be made in advance in writing stating specific nature of leave.

Section 7. Comp Time. The City will provide a Comp Time policy that allows employees to accrue up to one hundred sixty (160) hours of Comp Time. This time will be used and credited as 1 ½ regular time for example one (1) hour of Comp Time used will be tracked as 1 ½ hours of straight time. Use of Comp Time must be approved by a supervisor in advance and will not create operational or budgetary impacts for the City of Imperial. Unused Comp Time may be carried on the books or maybe cashed out at any time of the year; whichever the employee chooses.

ARTICLE 12 - HEALTH BENEFITS

Section 1. Group Insurance.

- A. City will pick up 100 percent (%) of the Employee Only medical, dental and vision cost for existing plans selected by the employee during Open Enrollment for Plan Year 2018-2019 retroactive to July 1, 2018;
- B. City will pick up 50 percent (%) of the dependent cost of the existing medical, dental and vision plan selected by the employee during Open Enrollment for Plan Year 2018-2019 retroactive to July 1, 2018;
- C. City will pick up the monthly cost up to \$700 of those employees who selected the Mexico HMO (SIMNSA) medical and dental plan during Open Enrollment for Plan Year 2018-2019;
 - a. Vision is included in the SIMNSA medical plan.
- D. City will pick up the cost of any member that is negatively impacted as a result of the formula change presented by the City for Plan Year 2018-2019;
- E. Employees who waive coverage shall be provided the amount of \$400 per month and be allowed to allocate funds into a pre-tax health benefit, (and/or) supplemental insurance coverage, (and/or) a 457 deferred compensation account, and/or his or her paycheck as an after tax benefit;
- F. City will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services for employees and their dependents;
- G. City will pay 100 percent (%) of the employee and dependent life insurance for employees and their dependents.

Section 2. Employer Contributions. The City shall pay health insurance premiums for employees on extended sick leave as required by Family Medical Leave Act (FMLA) (CFRA).

Section 3. Affordable Health Care Act (ACA). City will implement mandatory provisions of the ACA.

ARTICLE 13 - RETIREMENT PLAN

Section 1. City Retirement Plan. The City agrees to provide a Group Retirement Plan effective upon notification of ratification of this Agreement, as agreed upon by the City and the Union.

The City currently has a retirement plan administered by Public Employees' Retirement System and agrees to keep such plan in place during the term of this Agreement as per the plan titled "Contract between the Board of Administration Public Employees' Retirement System and the City Council of the City of Imperial", effective July 1, 1992.

- 1) PERS 2% at age 60 formula. Teamsters unit employees hired prior to January 1, 2013, will be provided with 2% at age 60 formula.
- 2) PERS 2% at age 62 formula. As defined under the Public Employee Pension Reform Act (PEPRA), miscellaneous "non-classic" employees, (aka new members) hired after January 1, 2013, shall be covered under the CalPERS 2% at 62, retirement benefit.
- 3) Contributions: The represented employees PERS Retirement employer contributions will continue to be paid by the City. The represented employees PERS Retirement employee contributions of 7% will be paid as follows effective July 1, 2013:
 - i) 1% by the City and 6% for those employees hired on or before July 1, 2013.
 - ii) 0% by the City and 7% for those employees hired on or before July 1, 2013 for fiscal year 2014-2015.
 - iii) 0% by the City and 8% for those employees hired on or before July 1, 2013 for fiscal year 2015-2016.
- 4) Employees hired after January 1, 2013, shall pay fifty percent (50%) of the total "normal" cost of the benefit (as determined by CalPERS annually).
- 5) City will provide a 1.5% COLA for each fiscal year(s) 2013-2014, 2014-2015 and 2015- 2016.
- 6) The City provides the following PERS optional benefits:

- a) Credit for Unused sick leave and three (3) year highest. This transfers unused accumulated sick leave into service credit at retirement, and the “three-year highest compensation” PERS benefits.
- 7) City will continue to pay the PERS Employer’s contribution of behalf of the employees for the term of this Agreement.

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ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH

Section 1. General Provisions. The City shall provide safe and healthful working conditions and safety equipment in accordance with CAL/OSHA standards. Such equipment will remain the sole property of the City.

Section 1.1 Uniforms. The City will continue to provide CalOSHA required uniforms for employees.

Section 1.2 Boot Allowance. The City will provide for a steel-toed boot allowance not to exceed two hundred fifty dollars and no cents (\$250.00) for those employees whose job functions require no later than July 31 of each year. Selection of the shoe is at the option of the City Manager in order to make uniformity in the brand name, quality and style of the shoe.

Section 2. Investigation. The City shall, upon request of an employee, investigate reported case contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health or safety of the employee.

Section 3. Right to Refuse Unsafe Unhealthful Work. Employees have the right to refuse performance of work which poses an imminent hazard to his/her health or safety, or to the health or safety of fellow employees or the public, and is in violation of any standard or order of OSHA or CAL-OSHA.

Section 4. No Discrimination. No employee shall be in any way discriminated, disciplined or retaliated against as a result of reporting conditions believed to be health/safety hazards.

Section 5. Health/Safety Committee. If in the event the City establishes a health and/or safety committee, the Union shall have the right to appoint a reasonable number of employees to serve on said committee.

ARTICLE 15 – CLASSIFICATION/RECLASSIFICATION

Section 1. General Provisions. Each position established by the City shall be placed in a classification with a designated title, a statement of the duties, to be performed in each such classification, a statement of minimal qualifications and a regular monthly salary range, all of which shall be subjected to input between the City and the Union.

Section 2. Reclassification. Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the statement of duties required to be performed, and the duties will be extended or needed on a continuing basis, the incumbent shall be entitled to have the position reclassified. It is the intent of this Section to provide for reclassification where there has been an increase in, or change in, the duties being performed by incumbents in such positions, where such increases or changes are not temporary in nature.

(a) Reclassification is distinct and separate from "temporarily working out of class" and from the upgrading of salary ranges of positions where the duties have not changed. Working out of class is covered in Article 5, Section 5 in this Agreement. Upgrading of positions and classifications are not subject to the provisions of this Article but shall be subject to meet and confer when salaries are open for negotiation.

Section 3. Reclassification Procedure. The Grievance Procedure of this Agreement shall be utilized for claims that a position or positions should be reclassified.

Section 4. Salary Placement Upon Reclassification When a position or positions are reclassified, the incumbent(s) shall be placed on the lowest step of the new range to which provides no less than a five percent (5%) pay increase.

Section 5. Incumbent Rights. When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position/classification. If additional qualifications are required, up to sixty (60) days to qualify will be allowed. An extension may be granted by mutual agreement between the Union and City Manager.

ARTICLE 16 - COVERED WORK

Section 1. Contracting Out. During the term of this Agreement, it is understood that no employee shall be displaced due to contracting out.

Section 2. Non-Covered Employee Work. The City may continue its lawful past practice of utilizing City employees or outside contractors not covered by this Agreement to perform work regularly assigned to employees hereunder under the, circumstances which such City employees have done so in the past, and also to perform such work in cases of emergency, for purposes of training, inspection, instruction, in cases where safety is involved, or where employees hereunder are not available to perform the work in the time required.

Section 3. Substitute Employees. Substitute employees shall be used only to replace employees covered by this Agreement who are temporarily absent from work.

Section 4. Temporary Employees. Temporary employees shall be utilized by the City only to perform services for a specified limited period of time, not to exceed five (5) months, caused by sporadic periods of increased workload, seasonal fluctuations in service requirements, or increase service requirements of limited duration not reasonably foreseeable in advance. Temporary employees shall work no more than one thousand (1,000) hours per Fiscal Year in accordance with PERS. If an extension is needed, it must be by mutual agreement between the City and the Union.

Section 5. Part-Time Employees. Part-Time Employees, defined as less than Full-Time, shall not exceed thirty (30) hours per week. Part-Time employees occupying a position classification covered by this MOU shall be exempt from benefits and conditions set forth herein by the Union. No current full-time employees will be displaced through utilization of part-time employees.

Section 6. Limited Term Employees. Limited Term Employees are those employees whose wage and compensation is funded by a limited source of availability. A Limited Term employee receives pay and benefits of the classification that he or she occupies, but they do not have tenure associated with full time/permanent employees. Limited Term employees are eligible for promotional opportunities once the seniority list has been exhausted for the vacant position. A Limited Term employee occupying a position covered by this MOU are subject to the benefits and conditions set forth herein by the Union

Section 7. Reporting. If a Temporary, Part-Time or Limited Term employee exceeds the limits above, the employee will become a full- time employee and be subject to the wages, benefits and conditions of the M.O.U. A monthly report of hours worked for each Temporary and/or Part-Time employee shall be provided to the Union until the employee is relieved of duties or becomes a full time employee with the City.

Section 8. Abolition of Position or Classification. No position or classification covered by this Agreement shall be abolished, unless the services performed by a position or classification are no longer provided to the residents of the City of Imperial by the City.

ARTICLE 17 - LAYOFF AND RE-EMPLOYMENT

Section 1. Definitions.

- (a) "Layoff" is defined as an involuntary separation from City service due to lack of work or lack of funds. .
- (b) "Reduction of Hours" is defined as an involuntary reduction of hours due to lack of work or lack of funds.
- (c) "Class" is defined as the job family of related classifications as set forth in the Appendix of this Agreement and as follows:

Office Support Services Class.

Maintenance and Operations Class

- (d) "Classification" is defined as positions that are assigned the same title, job description, minimum qualifications and salary range. The Appendix of this Agreement set forth the several classifications within each class (job family).
- (e) "Seniority" is determined by an employee's date of hire in a "class" without a break in service. If two (2) or more bargaining unit employees have equal seniority as defined herein, the bargaining unit employee with the earlier hire date with the City shall be considered most senior. If a tie still exists, seniority shall be determined by lot.

Section 2. Procedure.

- (a) In the event of a reduction in force in any classification hereunder, layoff will be in reverse order of seniority with the least senior employee in that classification being laid off first. All part-time, temporary employees within the same classification shall be laid off before any full-time employee shall be laid off.
- (b) Employees to be laid off shall be notified by Certified mail sent to the most recent address provided to the City by the employee. The notice shall be deposited in the U.S. mail no less than thirty (30) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff; the reason of layoff; displacement rights (if any) and a copy of this Article.
- (c) After notification of displacement rights (If any) the employee must notify the Personnel Office of his/her intention to exercise displacement rights within seven (7) calendar days.

Section 3. Displacement Rights. An employee who has received notice of layoff may exercise his/her "class" seniority in the following order:

(a) If the employee is qualified and has sufficient seniority, he/she may displace the employee with the lowest class seniority in equal classifications (same salary range) within the class (job family).

(b) A lack of seniority or qualifications in equal classifications within the class will permit the employee to displace the least senior employee in succeeding lower classifications if he/she has the necessary seniority and qualifications.

(c) If any employee lacks the qualifications or sufficient seniority to bump into any of the succeeding lower classifications within the same class (job family), the employee may then look to other classifications in which he/she has established seniority even though it is a part of an unrelated "class". If the classification previously held is designated a lower salary range, the employee may exercise seniority in the classification previously held to displace the least senior employee in the classification;

(d) An employee displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position. In lieu of the displacement rights described herein, an employee may accept reassignment to a vacant position in an equal or lower classification.

Section 4. Re-Employment Rights.

(a) Employees who have been laid off shall be placed on a re-employment list for eighteen (18) calendar months.

(b) Employees who, through operation of this Article, receive fewer hours or assignment to a lower classification shall be placed on the re-employment list for eighteen (18) months.

(c) Offers of re-employment shall be made in reverse order of layoffs vacancies occur in classification for which the laid off employee is qualified.

(d) Individuals on a re-employment list shall have five (5) days to respond to a written offer sent by Certified mail, beginning with the day it is deposited in the U.S. mail to the most recent address supplied to the City by the employee.

(e) Failure to respond within the time specified a refusal of employment or failure to return to work on the designated date shall cause the individual's name to be permanently removed from the re-employment list. The City shall send a certified letter notifying the employee of their failure to respond. Except that failure to

respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the re-employment list, provided the employee has previously notified the City in writing of his/her temporary unavailability to accept an offer of re-employment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed thirty (30) calendar days.

- (Unavailability means out of town, out of state, etc.).

(f) An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights shall maintain his/her re-employment rights under this Article.

(g) Employees in layoff status shall have the right to participate in promotional examinations within the City.

Section 5. Notification Requirements. The City shall notify the Union in writing of any impending layoff or reduction of hours of bargaining unit employees prior to distribution of the agenda of the City Council meeting at which the layoff is to be considered.

Section 6. Seniority List. Pursuant to AB-119 the City will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of December 31 of the previous year. This seniority list shall be posted on the Union bulletin board at each work site and work location and one (1) copies shall be provided to the Union. An employee who wishes to protest his/her length of service on the seniority list or who disagrees with the seniority credited must file the protest with the City Manager within thirty (30) calendar days of the posting which contains his/her name for the first time, or within thirty (30) calendar days of the posting of the last prior list. Each protest shall be answered in writing with a copy to the Union. If an error has been made, the list will be corrected and the correction will appear on the next published list. In addition to the annual seniority list provided for above, the City shall update the seniority list at the time any layoff notice is given.

ARTICLE 18 - VACANCIES/TRANSFERS/PROMOTIONS

Section 1. Definitions.

- (a) A vacancy is defined as a new or existing position which the City intends to fill.
- (b) A transfer is defined as movement from one work assignment or location to another work assignment or location within the same classification.
- (c) A promotion is defined as movement from one classification to another classification with a higher monthly salary range.
- (d) Posting means that all vacancies shall be advertised for 5 working days on City bulletin boards for transfers and promotions prior to filling the vacancy from the outside.
- (e) Appropriate affirmative action procedures attached herein shall be followed.

Section 2. Transfers. The City shall first make vacancies available to transfers before promoting current employees or hiring from the outside.

Section 3. Promotions.

Promotion of current employees into vacancies will be considered as follows;

- (a) Considerations governing the selection of qualified personnel for promotion will be seniority and relative ability to perform the job.

Section 4. Outside Hiring for Vacancies. If no current employee applies for the vacancy or if no promotional employee-applicant meets the minimum qualifications for the vacant position, the City is free to advertise and fill the vacancy from the outside.

Section 5. Probationary Period. All employees who are transferred as a result of a promotion will serve a probationary period in the new position for six (6) months.

ARTICLE 19 – MAINTENANCE OF MEMBERSHIP/AGENCY SHOP

Section 1. Preamble This contract is entered into by the City of Imperial (hereinafter "the City") and Teamsters Union Local No. 542 (hereinafter "Union") as a mutual recommendation to the City of Imperial of the procedures for the initial implementation and subsequent administration of any agency shop arrangement entered into by the parties, as authorized by Government Code Section 3502.5 (a), (c), (d), (e) and (Meyers-Milias-Brown Act) through amendments effective January 1, 2001, by Senate Bill 739.

Section 2. Purpose The City and the Union mutually understand and agree that all affected employees have the right to join or not join the Union. It is the purpose of this Contract to establish fair and equitable procedures for the determination of any agency shop arrangements which may be properly approved by the City employees in eligible job classifications in the unit represented by the Union and to protect the rights and privileges of the employees, the Union and the City,

Section 3. Excluded Employees. Pursuant to G.C. Section 3502.5 (e), an agency shop arrangement shall not apply to management, confidential, or supervisory employees, therefore, the supervisory employees in the unit are excluded from any requirement to participate in an agency shop arrangement and are not covered by this Contract.

Section 4. Identification of Included and Excluded Classes. Employees in classifications in the unit are eligible for inclusion in an agency shop arrangement except for employees in current and the future classification that are supervisory.

Section 5. Prior Notification to Employees. Prior to the implementation of any agency shop provision agreement pursuant to G.C. Section 3502.5 (a), the Union shall notify all employees in the applicable unit of the agency shop agreement and shall provide sufficient information to fully inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of potential union dues and service fees that will be deducted from each employee's pay as a result of the implementation of an agency shop agreement.

Section 6. Employees' Responsibilities. Within thirty-one (31) days of employment by the City or thirty-one (31) days following the commencement of an agency shop arrangement pursuant to an agreement, employees shall have the choice of either becoming a member of the union, or of being a non-member and paying a service fee.

Section 7. Implementation of Agency Shop.

1. Notice to Employees: Within thirty-one (31) days of the agreement for an agency shop arrangement the City will provide employees in the unit and any employees hired thereafter into classes in the affected unit with an authorized notice advising them that an agreement has resulted in an agency shop arrangement and that all employees must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Affected employees shall have thirty-one (31) calendar days from the date they receive the form to fully execute and return it to the City.

2. Sufficiency of Employee's Earnings: The employee's earnings must be sufficient, after all other and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including health care deductions shall have priority over dues and service fees.

Section 8: Employees Rights of Conscientious Objection. An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund, exempt from taxation under Section 501 (c) (3) of the Internal

Revenue Code, chosen by the employee from a list of at least three of these funds as designated in this Contract.

Section 9. Designation of Non-Religious, Non-Labor Charitable Funds.

Employees covered by Article 19.4 may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

1. UNITED WAY
2. AMERICAN CANCER SOCIETY
3. RED CROSS

Declarations of or application for religious exemption and any other supporting documentation shall be forwarded to the Union within fourteen (14) calendar days of receipt by the City. The Union shall have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City, if challenged, the deduction, to the charity of the employee's choice shall commence, but shall be held in escrow by the City pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only.

Section 10. Union Membership or Service Fee. Employees shall not be required, as a condition of continued employment, to join the union. Instead, an agency shop arrangement requires the employees, as a condition of continued employment as either to join the Union or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union.

Section 11. Permissible Uses of Service Fee. The Service fees charged by the Union to non-members covered by an agency shop arrangement is your fair share of the costs of sustaining the Local Union's broad range of programs in support of you and your co-workers. The service fee represents only that portion of the Union's expenditures devoted to collective bargaining contract administration, grievances and arbitration, and other matters affecting wages, hours and other conditions of employment. These are called "chargeable" expenditures and will include for example: the cost of negotiations with employers; enforcing collective bargaining agreements; handling employees' work related problems through informal meetings with employer representatives, the grievance procedure or hearings before an agency; union administration; and litigation related to any of the above. The service fee is only for "chargeable activity."

Section 12. Payroll Deduction, Teamsters Local 542 will notify the City Manager, in writing, of the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Upon completion of dues deduction, the dues shall be forwarded to Teamsters Local 542 forthwith. Effective July 1, 2013 City agrees to process the Teamsters Initiation Fee as an employee payroll deduction distributed equally into 12 pay periods for a six-month period lease.

Section 13. Prohibited Uses of Service Fees. The service fee collected by the Union from nonmembers shall not include any expenses incurred for political action and organizing expenses.

Section 14. Procedure for Challenging Amount of Service Fee. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v Hudson*, 106 S.Ct. 1066 (1986), with respect to the constitutional rights of non-member service fee payers. Accordingly, the Union agrees to do the following:

1. Give thirty (30) days advance notice to non-member service fee payers of the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise non-member service fee payers of an expeditious and impartial decision making process before an impartial decision-maker mutually selected by the parties, where by nonmember service fee payers can object to the amount of the service fee.
3. Place the amount in dispute into an escrow account pending resolution of any objections raised by non-member service fee payers to the amount of the service fee. Any dispute concerning the amount of the service fee and/or the responsibilities of the Union with respect to service fee payers shall not be subject to the grievance and arbitration procedures contained in a comprehensive of Agreement between the parties.

Section 15. Financial Reporting Requirements of the Union. The Union shall keep an adequate itemized record of its financial transactions and shall make available, annually to the City the employees who are covered by an agency shop arrangement, within thirty-one (31) days after the end of its fiscal year, a detailed

written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant.

Section 16. Process for Rescinding Agency Shop. An agency shop arrangement may be rescinded by a majority vote of all the members in the unit, provided that:

1. A request for such a vote is supported by a petition filed with the City Employee Relations Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot.

The vote may be taken at anytime during the term of the Agreement but in no event shall there be more than one vote taken during any one consecutive one year period during the term of the Agreement.

Section 17. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives, and agents against any and all claims, demands suits or other forms of liability (monetary or otherwise) and for legal costs that shall arise out of or by reason action taken or not taken by the City regarding an agency shop arrangement. If an improper deduction is made, the Union shall promptly refund any such amount directly to the employee.

Section 18. Effect of Legislative or Judicial Revision, Reversal or Interpretation. In the event that the agency fee provisions contained in Govt. Code Sec. 3502.5 are reinterpreted revised or reversed by action of the California Legislature or by judicial determinations pursuant to legal challenges. This Contract shall be revised or nullified accordingly in whole or in part.

ARTICLE 20 - NO STRIKE/NO LOCKOUT.

Section 1. It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slow-down or work stoppage. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer. Any employee found guilty of participating in any strike, slow-down or work stoppage will be subject to immediate discharge.

ARTICLE 21 - DURATION OF AGREEMENT.

Section 1.

1. City agrees to a one (1) contract beginning July 1, 2018 and ending June 30, 2020

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

Appendix “A”

Position Allocation

City Classification List

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Appendix “B”
Salary Schedule(s)

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Appendix “C”
MOU Definition(s)

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Appendix “D”

Drug – Free Workplace Policy Statement

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**CITY OF IMPERIAL
TEAMSTERS SALARY SCHEDULE
FISCAL YEAR 2018 - 2019**

<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>
55	14.68	15.41	16.18	16.99	17.84	18.73	19.67	20.65
56	15.12	15.88	16.67	17.50	18.38	19.30	20.26	21.28
57	15.31	16.08	16.87	17.71	18.59	19.52	20.50	21.52
58	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12
59	16.12	16.93	17.77	18.66	19.59	20.57	21.60	22.68
60	16.51	17.34	18.20	19.11	20.07	21.07	22.13	23.23
61	16.89	17.74	18.62	19.55	20.53	21.56	22.64	23.77
62	17.28	18.15	19.05	20.01	21.01	22.06	23.16	24.32
63	17.73	18.61	19.54	20.52	21.55	22.62	23.75	24.94
64	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57
65	18.63	19.56	20.54	21.57	22.65	23.78	24.97	26.22
66	19.13	20.08	21.09	22.14	23.25	24.41	25.63	26.91
67	19.58	20.56	21.59	22.67	23.80	24.99	26.24	27.55
68	20.04	21.05	22.10	23.20	24.36	25.58	26.86	28.20
69	20.57	21.60	22.68	23.81	25.00	26.25	27.56	28.94
70	21.07	22.13	23.23	24.40	25.62	26.90	28.24	29.65
71	21.67	22.75	23.90	25.09	26.34	27.66	29.04	30.49
72	22.16	23.26	24.43	25.65	26.93	28.28	29.69	31.17
73	22.68	23.81	25.01	26.26	27.57	28.95	30.39	31.91
74	23.23	24.38	25.60	26.88	28.22	29.63	31.11	32.67
75	23.80	24.99	26.24	27.56	28.93	30.38	31.90	33.49
76	24.40	25.62	26.90	28.25	29.66	31.14	32.70	34.33
77	25.02	26.27	27.58	28.96	30.41	31.93	33.53	35.20
78	25.62	26.90	28.24	29.65	31.14	32.69	34.33	36.04
79	26.49	27.82	29.21	30.67	32.20	33.81	35.50	37.28
80	26.89	28.24	29.65	31.13	32.69	34.32	36.04	37.84

(2.8% COLA plus 3% Salary Adjustment)

Implementation as of 1st payday July 2018

Updated 06/27/18 - Finance Department

**CITY OF IMPERIAL
TEAMSTERS SALARY SCHEDULE
FISCAL YEAR 2018 - 2019**

<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>
55	14.68	15.41	16.18	16.99	17.84	18.73	19.67	20.65
56	15.12	15.88	16.67	17.50	18.38	19.30	20.26	21.28
57	15.31	16.08	16.87	17.71	18.59	19.52	20.50	21.52
58	15.72	16.50	17.33	18.20	19.11	20.06	21.06	22.12
59	16.12	16.93	17.77	18.66	19.59	20.57	21.60	22.68
60	16.51	17.34	18.20	19.11	20.07	21.07	22.13	23.23
61	16.89	17.74	18.62	19.55	20.53	21.56	22.64	23.77
62	17.28	18.15	19.05	20.01	21.01	22.06	23.16	24.32
63	17.73	18.61	19.54	20.52	21.55	22.62	23.75	24.94
64	18.17	19.08	20.03	21.03	22.08	23.19	24.35	25.57
65	18.63	19.56	20.54	21.57	22.65	23.78	24.97	26.22
66	19.13	20.08	21.09	22.14	23.25	24.41	25.63	26.91
67	19.58	20.56	21.59	22.67	23.80	24.99	26.24	27.55
68	20.04	21.05	22.10	23.20	24.36	25.58	26.86	28.20
69	20.57	21.60	22.68	23.81	25.00	26.25	27.56	28.94
70	21.07	22.13	23.23	24.40	25.62	26.90	28.24	29.65
71	21.67	22.75	23.90	25.09	26.34	27.66	29.04	30.49
72	22.16	23.26	24.43	25.65	26.93	28.28	29.69	31.17
73	22.68	23.81	25.01	26.26	27.57	28.95	30.39	31.91
74	23.23	24.38	25.60	26.88	28.22	29.63	31.11	32.67
75	23.80	24.99	26.24	27.56	28.93	30.38	31.90	33.49
76	24.40	25.62	26.90	28.25	29.66	31.14	32.70	34.33
77	25.02	26.27	27.58	28.96	30.41	31.93	33.53	35.20
78	25.62	26.90	28.24	29.65	31.14	32.69	34.33	36.04
79	26.49	27.82	29.21	30.67	32.20	33.81	35.50	37.28
80	26.89	28.24	29.65	31.13	32.69	34.32	36.04	37.84

(2.8% COLA plus 3% Salary Adjustment)

Implementation as of 1st payday July 2018

Updated 06/27/18 - Finance Department

DATE SUBMITTED 8/30/2018
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 9/5/2018

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: IMPERIAL HIGH SCHOOL CULINARY PROGRAM

1. AUTHORIZE LETTER OF SUPPORT TO IMPERIAL HIGH SCHOOL CULINARY CAREER TECHNICAL PROGRAM FOR PROPOSITION 51 CTE FACILITIES GRANT PROGRAM

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

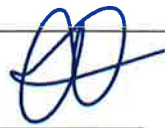
BACKGROUND/SUMMARY:

The City of Imperial has been approached by the Imperial High School Culinary Program to provide a letter of support towards their application for Career Technical Education Facilities Program grant application. This funding is available through the State of California Department of Education. If awarded, the funding will provide for the construction of a new culinary program facility. Prop 51 has allocated a total of \$125 million to be distributed through a competitive grant process. Attached for your review is the grant fact sheet and sample support letter.

FISCAL IMPACT: N/A

FINANCE SIGN
INITIALS _____

STAFF RECOMMENDATION: It is Staff's recommendation to review and support HIS Culinary Program in their application for CTE Funding.

DEPT. INITIALS 

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation for the Council to review and consider supporting HIS Culinary Program grant application.

CITY
MANAGER'S
INITIALS 

MOTION:

SECONDED:
 AYES:
 NAYES:
 ABSENT:

APPROVED ()
 DISAPPROVED ()
 REFERRED TO:

REJECTED ()
 DEFERRED ()



[Home](#) / [Curriculum & Instruction](#) / [Career Technical Education](#) / [General Information](#)

Prop. 51: CTE School Facilities Program Summary

Information about Proposition 51, Career Technical Education School Facilities Program.

Purpose

Proposition 51 was placed on the November 2016 ballot, to supply grants to eligible schools for the purpose of improving and expanding their Career Technical Education (CTE) programs. Proposition 51 was passed by California voters and \$500,000,000 became available for this purpose. Specifically, the measure allows for eligible schools to apply for new construction funding, remodeling and reconfiguration funding and/or funding for CTE equipment. The Career Technical Education Leadership and Instructional Support Office (CTELISO), provided the leadership in coordinating the State's efforts to create a clear and organized system for the CTE application process to take place. The program calls for a significant planning effort to be made by the school to address all the necessary components for the application.

Program/Services

Proposition 51 requires the CTETISO staff at the California Department of Education (CDE) to work with the Office of Public School Construction (OPSC), the State Allocation Board (SAB), the Implementation Committee of SAB, the Governor's Office, and the School Facilities and Transportation Division to agree to terms on the process for application, scoring, selection, and awarding of the grants. The role the CTE staff will play is a major part of the awarding of the funds, as it is the responsibility of CTE Sector-Lead-Consultants to find the most worthwhile and deserving applications from more than 320 submissions.

Outcomes

Applications will be scored and the highest scored schools will be entered into a complex formula for funding by the OPSC. Schools will have the potential of obtaining up to \$3,000,000 for new CTE construction, \$1,500,000 for remodeling existing CTE facilities, and/or purchasing CTE equipment. California's business and industry community will also benefit, as more students will be prepared to enter the workforce through an increase and improvement in CTE programs throughout the State.

Funding

Proposition 51 allocates another \$500,000,000 for CTE purposes, with the first two rounds allocating \$420,000,000. The third round allocated \$80,000,000 in early 2010. The forth round allocates \$125 million of the \$500,000 million with final rounds to be determined. The CTETISO coordinates this complex program in conjunction with several other State agencies. Proposition 51 contained no funding for CDE staff; however, the Career and College Transition Division covers the cost of CTE staff time to administer the program through the federal Carl D. Perkins grant.

Students Served

Upon successful completion of the grant application process, and the funding of successful schools, the impact throughout the State can be several hundred thousand students obtaining improved CTE skills to enter the workforce, postsecondary education programs, or both.

Contact Information

Proposition 51 CTE Facilities Program is administered by:

Michelle McIntosh, Education Administrator I

Career Technical Education Leadership and Instructional Support Office

Career and College Transition Division

California Department of Education

1430 N Street, Suite 4202

Sacramento, CA 95814

Questions: Career Technical Education Leadership and Instructional Support Office | 916-322-5050

Last Reviewed: Friday, February 2, 2018

DATE SUBMITTED August 29, 2018
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED September 5, 2018

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

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: Sky Ranch Wall

DEPARTMENT INVOLVED: Department of Community Services

BACKGROUND/SUMMARY:

A section of the retention wall along Sky Ranch Park has been vandalized and knocked down. Repairs were made with the first damaged section with a cost of \$3,000. Within one week of the repair the same section was vandalized again and knocked down. Due to the structure of the retention wall, it is not sturdy. Attached are fencing and wall options with estimates to replace the area where the wall has been affected.

FISCAL IMPACT:

Options range from \$15,000 to \$226,000.

F.O. INITIALS _____

STAFF RECOMMENDATION:

Staff is seeking direction from Council regarding the replacement or modification of the Sky Ranch wall section with installation of fencing or wall construction. Staff is requesting authorization from Council for the City to put out a Request for Proposal for the directed fencing or wall option.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

SKY RANCH WALL

OPTIONS	ESTIMATE	ADDITIONAL COST	COMMENTS
Construct 6 Foot Wall 1,661 lineal feet 6"x8"x16" solid grouted colored block	\$226,800	Demo Moisture & Compaction Temporary Fencing	Long Lasting
Privacy Link Fencing 450 feet 6 feet	\$10,000	Demo Temporary Fencing	Long Lasting
Aluminum Fence (Iron Rods) 450 feet	\$12,150	Demo Temporary Fencing	est 15 yrs *dirt
Wood Fencing with Iron Rods 450 feet	\$10,000	Demo Temporary Fencing	Maintenance
Vynyl Fencing	\$20,000	Demo Temporary Fencing	

SKY RANCH PARK



North to South – Approximately 350 feet



East to West – Approximately 2500 feet

Chain Link with Privacy Slats

Estimated \$22.00 per foot includes prevailing wage



Aluminum Fences

Estimated \$27.00 per foot includes prevailing wage



*Savanna Ranch Retention Park

Wood Fences with Iron Rods

Estimated \$22.00 per foot includes prevailing wage



*Private Residence at Savanna Ranch

Vinyl Fences

Estimated \$20.00 per foot does not include prevailing wage



DATE SUBMITTED 08/29/2018
SUBMITTED BY CITY CLERK
DATE ACTION REQUIRED 09/05/2018

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

E-8

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: RESOLUTIONS TO BE PRESENTED FOR CONSIDERATION BY THE MEMBERSHIP AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE.

1. TAKE NECESSARY ACTION/GIVE DIRECTION TO VOTING DELEGATE REGARDING THE CITY'S POSITION ON THE PROPOSED 2018 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS.

DEPARTMENT INVOLVED: CITY COUNCIL

BACKGROUND/SUMMARY:

The League of California Cities Annual Conference will be held September 12-14, 2018 in Long Beach, CA. Council member Sampson has been appointed as the Voting Delegate for this city. These resolutions are being presented to the membership for action during the annual business meeting portion of the conference. This year, two resolutions have been introduced for consideration:

1. Local Municipal Authority, Control, and Revenue
2. Repeal Preemption of Regulating Pesticides

Please see the attached Annual Conference Resolutions Packet. Once reviewed, provide direction to our Voting Delegate.

FISCAL IMPACT:

STAFF RECOMMENDATION: City Council reviews the Resolutions to be presented and if necessary, provide direction to the voting delegate.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIAL 

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REJECTED ()

DEFERRED ()

REFERRED TO:



***REVISED**

Annual Conference Resolutions Packet

2018 Annual Conference Resolutions



Long Beach, California

September 12 – 14, 2018

****This packet has been updated to clarify the distinction between the support received from cities and support received from individual city officials for the proposed resolutions.***

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 12, 9:00 – 11:00 a.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

The following committees will be meeting:

1. Environmental Quality
2. Governance, Transparency & Labor Relations
3. Housing, Community & Economic Development
4. Revenue & Taxation
5. Transportation, Communication & Public Works

General Resolutions Committee

Thursday, September 13, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, September 14, 12:30 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
2	Repeal Preemption of Regulating Pesticides			

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|---|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |

ACTION FOOTNOTES

* Subject matter covered in another resolution

a Amend+

** Existing League policy

Aa Approve as amended+

*** Local authority presently exists

Aaa Approve with additional amendment(s)+

Ra Refer as amended to appropriate policy committee for study+

Raa Additional amendments and refer+

Da Amend (for clarity or brevity) and Disapprove+

Na Amend (for clarity or brevity) and take No Action+

W Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY

Source: City of Beverly Hills

Concurrence of five or more cities/city officials

Cities: Duarte; Oceanside

City Officials: Sho Tay, Mayor, Arcadia; Emily Gabel-Luddy, Mayor, Burbank; Steven Scharf, Council Member, Cupertino; Alan Wapner, Mayor pro Tem, Ontario; Lydia Kou, Council Member, Palo Alto; Bill Brand, Mayor, Redondo Beach; David Terrazas, Mayor, Santa Cruz; Michael Goldman, Council Member, Sunnyvale; Patrick Furey, Mayor, Torrance; Lauren Meister, Council Member, West Hollywood

Referred to: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

WHEREAS, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

WHEREAS, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

WHEREAS, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

WHEREAS, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

WHEREAS, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

WHEREAS, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of

implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

WHEREAS, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

RESOLVED that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

Background Information on Resolution No. 1

Source: City of Beverly Hills

Background:

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19th century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a “for profit” company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed “that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill.” It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax (“UUT”) ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a “one-size-fits-all” approach which is detrimental in a

state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book “Cities, Subsidiarity and Federalism” states, “Decisions should be made at the lowest feasible scale possible”. The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California’s many individual communities. The time has come to allow the residents of California’s voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Dan Carrigg, Johnnie Pina
Committees: Governance, Transparency and Labor Relations
Housing, Community & Economic Development
Revenue & Taxation
Transportation, Communication and Public Works

Summary:

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

Background:

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

Fiscal Impact:

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

Comments:

- 1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League—for the first time in its then 100-year history—developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

a. Yes on Proposition 1A (2004)

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

b. No on Proposition 90 (2006)

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

c. No on Proposition 98 Yes on Proposition 99 (2008)

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

d. Yes on Proposition 22 (2010)

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed at undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies than Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control - and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
 - Local self-governance is the cornerstone of democracy.
 - Our strength lies in the unity of our diverse communities of interest.
 - In the involvement of all stakeholders in establishing goals and in solving problems.
 - In conducting the business of government with openness, respect, and civility.
 - The spirit of public service is what builds communities.
 - Open decision-making that is of the highest ethical standards honors the public trust.
 - Cities are the economic engine of California.
 - The vitality of cities is dependent upon their fiscal stability and local autonomy.
 - The active participation of all city officials increases the League's effectiveness.
 - Focused advocacy and lobbying is most effective through partnerships and collaboration.
 - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
 - city operations."
- Click here to view the **Summary of Existing Policy and Guiding Principles 2018**.

Support:

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Source: City of Malibu

Concurrence of five or more cities/city officials

Cities: Agoura Hills; Calabasas; Moorpark

City Officials: Brett Lee, Mayor pro Tem, Davis; Catherine Carlton, Council Member, Menlo Park; Suza Francina, Council Member, Ojai; Carmen Ramirez, Mayor pro Tem, Oxnard; Tom Butt, Mayor, Richmond; Lindsay Horvath, Council Member, West Hollywood

Referred to: Environmental Quality

WHEREAS, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

WHEREAS, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

WHEREAS, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

WHEREAS, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

WHEREAS, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

WHEREAS, the state of California preempts cities from regulating pesticides; and

WHEREAS, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.
2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in their maintenance program;
4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

Background Information on Resolution

Source: City of Malibu

Background:

A. Anticoagulant rodenticides are unnecessarily destructive and dangerous

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).¹

California has also prohibited the use of these ingredients in any “wildlife habitat area,” which is defined as “any state park, state wildlife refuge, or state conservancy.”²

The United State Environmental Protection Agency³ and the California Department of Pesticide Regulation⁴ have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.⁴ The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

¹ <https://www.wildlife.ca.gov/living-with-wildlife/rodenticides>.

² Cal. Food and Agric. Code § 12978.7.

³ <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

⁴ https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.⁵ A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.⁶ First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides

A general law city may not enact local laws that conflict with general state law.⁷ Local legislation that conflicts with state law is void.⁸ A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is “preempted” and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).⁹ The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,¹⁰ which had held that a

⁵ L. E. K. Serieys, et al, “Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study,” *Ecotoxicology* (2015) 24:844–862.

⁶ J. Rudd, et al, “Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions,” Proceeding of the 28th Vertebrate Pest Conference, February 2018.

⁷ Cal. Const. art. XI § 7.

⁸ *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, 743.

⁹ Cal. Food and Agric. Code § 11501.1, subd. (b).

¹⁰ *People ex rel. Deukmejian v. County of Mendocino* (1984) 36 Cal. 3d 476.

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.¹¹

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state “occupies the field,” leaving no room for additional local law on the subject. Accordingly, a city’s ban on the use of anticoagulant rodenticides would be unenforceable.

C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities’ power to “make and enforce within its limits all local, police, sanitary, and other ordinances and regulations” is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.¹²

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

D. Conclusion

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

¹¹ *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

¹² <http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf>

League of California Cities Staff Analysis on Resolution No. 2

Staff: Erin Evans-Fudem
Committee: Environmental Quality

Summary:

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

Background:

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

Fiscal Impact:

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

Comments:

Pesticides are regulated by federal and state governments. The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.¹ For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.² This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.³⁴

Broad direction. This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

Rodent control methods. There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

¹ California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

² California Food and Agriculture Code § 11501.1 (1967).

³ CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

⁴ County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.⁵

Legislative attempts to ban. Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

Existing League Policy:

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

- The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

Support:

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

⁵ U.S. EPA, Restrictions on Rodenticide Products, <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

LETTERS OF CONCURRENCE

Resolution No. 1

Local Municipal Authority, Control and Revenue



City of Arcadia

Office of the City Council

Sho Tay
Mayor

April A. Verlato
Mayor Pro Tem

Peter M. Amundson
Council Member

Tom Beck
Council Member

Roger Chandler
Council Member

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Sho Tay
Mayor, City of Arcadia

cc: City of Arcadia City Council
Vice Mayor John Mirisch, City of Beverly Hills

CITY OF BURBANK

OFFICE OF THE MAYOR

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

A handwritten signature in black ink that reads "Emily Gabel-Luddy". The signature is written in a cursive, flowing style.

Emily Gabel-Luddy
Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills
Jennifer Quan, League Regional Public Affairs Manager (via email)

From: Steven Scharf <scharf.steven@gmail.com>
Sent: Sunday, July 08, 2018 8:34 PM
To: Cindy Owens
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely,
Steven Scharf
Cupertino City Council Member



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Mayor
John Fasana

Mayor Pro Tem
Liz Reilly

Councilmembers
Margaret E. Finlay
Samuel Kang
Tzeitel Paras-Caracci

**2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL,
AND REVENUE**

City Manager
Darrell J. George

Dear Committee:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly
Mayor Pro Tem

cc: Vice Mayor John Mirisch, City of Beverly Hills



CITY OF OCEANSIDE

MAYOR
PETER WEISS

July 10, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

COUNCIL MEMBERS
JACK FELLER
JEROME KERN
CHARLES "CHUCK" LOWERY
ESTHER SANCHEZ

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL
AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Weiss".

Peter Weiss
MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills

PAUL S. LEON
MAYORSCOTT OCHOA
CITY MANAGERALAN D. WAPNER
MAYOR PRO TEMSHEILA MAUTZ
CITY CLERK

July 10, 2018

JIM W. BOWMAN
DEBRA DORST-PORADA
RUBEN VALENCIA
COUNCIL MEMBERSJAMES R. MILHISER
TREASURER

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND
REVENUE**

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner
Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills

City of Palo Alto
Office of the Mayor and City Council

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

DocuSigned by:

59E1B1835F4F436

Lydia Kou
Councilmember, City of Palo Alto

cc:
Palo Alto City Council
Mayor John Mirisch, City of Beverly Hills
James Keene, Palo Alto City Manager

P.O. Box 10250
Palo Alto, CA 94303
650.329.2477
650.328.3631 fax



Bill Brand
Mayor

415 Diamond Street, P.O. BOX 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 372-1171
ext. 2260
fax 310 374-2039

July 9, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES
TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Bill Brand

cc: Vice Mayor John Mirisch, City of Beverly Hills



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

From: Michael Goldman <miklg@yahoo.com>
Sent: Saturday, July 07, 2018 4:37 PM
To: Cindy Owens
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



CITY OF TORRANCE

PATRICK J. FUREY
MAYOR

July 5, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND
REVENUE**

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

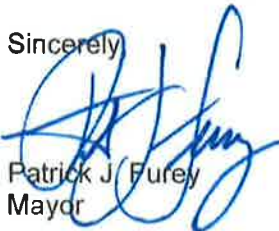
State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,



Patrick J. Furey
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

TTY: For hearing impaired
(323) 848-6496

CITY COUNCIL

JOHN J. DURAN
Mayor

JOHN D'AMICO
Mayor Pro Tempore

JOHN HEILMAN
Councilmember

LINDSEY P. HORVATH
Councilmember

LAUREN MEISTER
Councilmember

July 11, 2018

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY,
CONTROL AND REVENUE**

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee
League of California Cities
July 11, 2018
Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Lauren Meister,
Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills



LETTERS OF CONCURRENCE

Resolution No. 2

Repeal Preemption of Regulating Pesticides



"Gateway to the Santa Monica Mountains National Recreation Area"

July 10, 2018

The Honorable Rich Garbarino
League of California Cities
1400 K Street
Sacramento, CA 95814

Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS
CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN
CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT
PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER
Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - mdesmond@cacities.org
Ms. Mary Linden - mlinden@malibucity.org
Mr. Greg Ramirez - gramirez@ci.agoura-hills.ca.us



CITY of CALABASAS

FRED GAINES
Mayor

July 9, 2018

ORIGINAL BY U.S. MAIL

VIA EMAIL mdesmond@cacities.org

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulant rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

100 Civic Center Way
Calabasas, CA 91302
(818) 224-1600
Fax (818) 224-7324

The Honorable Rich Garbarino, President
League of California Cities
July 9, 2018
Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,


Fred Gaines
Mayor

cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the
Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents
Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee
Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO
SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §
11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES**

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin
Mayor

cc: City Council
City Manager
Assistant City Manager
Assistant to the City Manager
League of California Cities, Meg Desmond (mdesmond@cacities.org)
City of Malibu, Mary Linden (MLinden@malibucity.org)

Councilmember Suza Francina
City of Ojai
401 South Ventura Street, Ojai, CA 93023
Email: Suzaojacitycouncil@gmail.com
Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,
Suza Francina
Councilmember, City of Ojai

July 12, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino
July 12, 2018
Page two

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018. Thank you very much for your attention to this.

Sincerely,

A handwritten signature in dark ink, reading "Carmen Ramirez". The signature is written in a cursive style with a large, stylized "C" and a prominent "R".

Carmen Ramirez



Bay Front. Home Front. Out Front.

July 6, 2018

The Honorable Rich Garbarino
President, League of California Cities
1400 K Street
Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that
Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt
Richmond, California



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
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90069-6216
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CITY COUNCIL

JOHN J. DURAN
Mayor

JOHN D'AMICO
Mayor Pro Tempore

JOHN HEILMAN
Councilmember

LINDSEY P. HORVATH
Councilmember

LAUREN MEISTER
Councilmember

July 13, 2018

The Honorable Rich Garbarino, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to
Support the Repeal of Preemption in California Food and Agriculture
Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely,

Lindsey Horvath
Councilmember

cc: Meg Desmond, League of CA Cities
Councilmember Laura Z. Rosenthal, City of Malibu
Elizabeth Shavelson, Assistant to the City Manager, City of Malibu
Mary Linden, Executive Assistant, City of Malibu

