



Imperial City Council

*Ida Obeso-Martinez – Mayor
Stacy Mendoza – Mayor Pro-Tem
Katherine Burnworth – Council Member
Robert Amparano – Council Member
James Tucker – Council Member*

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

March 4, 2026

Closed Session at 06:00 pm

Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial by remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting [www.https://cityofimperial.org/cc-agenda-archive](https://cityofimperial.org/cc-agenda-archive). Supplemental writing distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the city in existing and anticipated litigation.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code §54956.9(d)(1).)

- i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation (Gov. Code §54956.9(d)(2)) – 1 Potential Case

CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6

Agency Representatives: City Manager
Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

PUBLIC EMPLOYMENT G.C. §54957(b)(1)

Title: City Attorney

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the mayor. At that time, state your name and address for the record. The mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation.

A. CONSENT AGENDA: All items appearing under the “Consent Agenda” will be acted upon by the City Council with 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.

A-1. Approval of Warrants Report.

- A-2. Authorization to return claim CJP 3056049 AWW as recommended by Athens.
- A-3. Authorization to reject claim CJP 3055077 as recommended by Athens.
- A-4. Approve a revision to adopted Resolution No. 2026-07 approving the Q1 Budget Update.
- A-5. Approve the FY2025 Stonegarden Memorandum of Understanding.

B. PUBLIC HEARING (DISCUSSION/ACTION):

- B-1. Continued public hearing of the City Council to discuss the vacation of the public right-of-way portion of O Street between 2nd Street and 3rd Street, as recommended by the Planning Commission.

Presenter: Othon Mora, Community Development Director

Recommendation: Adopt Resolution No. 2026-04, RESOLUTION APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2ND STREET AND 3RD STREET WITHIN THE CITY OF IMPERIAL.

C. ACTION ITEMS (DISCUSSION/ACTION):

- C-1. Approve a Task Order for On-Call Engineering Services for the Aten Boulevard Rehabilitation Project.

Presenter: Othon Mora, Community Development Director

Recommendation: Approve a Task Order for On-Call Engineering Services for the Aten Boulevard Rehabilitation Project to TYPASA, Inc. (Aztec Engineering)

- C-2. Authorize staff to solicit proposals for the Imperial Regional Park Development Project.

Presenter: Tony Lopez, Parks & Recreation Director

Recommendation: Authorize staff to release a Request for Proposals (RFP 2026-02) for the Imperial Regional Park Development Project.

- C-3. Authorize staff to solicit proposals for City Attorney Professional Services for the City of Imperial.

Presenter: Kristen Smith, Human Resources Director

Recommendation: Authorize staff to release a Request for Proposals (RFP 2026-01) for City Attorney Professional Services.

D. REPORTS:

- Department Reports
- City Manager Report
- Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on Wednesday, March 18, 2026.

Check Register Report

Date: 02/27/2026

Time: 8:08 am

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CITY OF IMPERIAL

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130776	02/19/26	Printed			1066	AT & T	24776922	37.67
130777	02/19/26	Printed			1851	AT&T LONG DISTANCE	760-355-1158 2/12/26	666.04
130778	02/19/26	Reconciled		02/25/26	8279	AT&T MOBILITY	287335981894X02042026	7,826.66
130779	02/19/26	Reconciled		02/25/26	5994	AUTOZONE INC.	04187059324 86434	36.35
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130782	02/19/26	Reconciled		02/23/26	8978	BLUESPACE INTERIORS	S2005240 86451	3,673.08
130784	02/19/26	Reconciled		02/25/26	7158	BLUETARP FINANCIAL, INC.	J34898 86645	656.53
130785	02/19/26	Printed			8747	BLUETRITON BRANDS INC.	06B8730277992	214.02
130786	02/19/26	Reconciled		02/23/26	8296	BRAWLEY ANALYTICAL, INC.	001798 86641	1,114.00
130787	02/19/26	Printed			674	BRENNTAG	BPI578480 86625	5,647.36
130788	02/19/26	Printed			8979	CALIFORNIA SOLAR INTEGRATORS	B25-000504 -PROJEC CANCELED 85683	40.25
130789	02/19/26	Reconciled		02/25/26	3669	CANON U.S.A. INC	42614130 86139	357.63
130790	02/19/26	Reconciled		02/23/26	8983	CARLOS VILLAGRANA	9998-4123/480 TRESHILL #268	22.87
130791	02/19/26	Printed			7803	CIVICPLUS, LLC	363356 86705	4,280.77
130792	02/19/26	Printed			1744	CONVEYOR GROUP	11859 85745	360.00
130793	02/19/26	Reconciled		02/24/26	514	CORE & MAIN LP	Y281187 86638	22,591.70
130794	02/19/26	Reconciled		02/25/26	1056	DELL MARKETING L.P.	10860509882 86385	1,566.78
130795	02/19/26	Reconciled		02/24/26	1256	DEPARTMENT OF TOXIC SUBSTANCES	AR0000364 86606	5,186.00
130796	02/19/26	Printed			8981	DETECTACHEM INC.	INV22143 86412	60.76
130797	02/19/26	Printed			2815	DEVELOPMENT MANAGEMENT GROUP	DMG013126 JAN 2026 85747	5,000.00
130798	02/19/26	Reconciled		02/23/26	517	DYNAMIC CONSULTING ENGINEERS	393125.01 85695	5,820.00
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130801	02/19/26	Reconciled		02/24/26	8064	ENTERPRISE FLEET MANAGEMENT,	575205A-020426 86142	24,835.55
130802	02/19/26	Reconciled		02/25/26	8984	ERIC HACKETT	9942-0530/421 S F	130.83
130803	02/19/26	Printed			2058	FASTENAL COMPANY	CAEL1109857 86607	2,547.56
130804	02/19/26	Reconciled		02/24/26	6081	GOLD COAST ENVIRONMENTAL	15092 86610	6,611.50
130805	02/19/26	Reconciled		02/25/26	710	GRAINGER	9803157610 86643	3,129.80
130806	02/19/26	Reconciled		02/24/26	8224	HEALTH AND HUMAN RESOURCE	E0363699 MAR 2026 86187	144.44
130807	02/19/26	Reconciled		02/23/26	3039	HOLTVILLE TRIBUNE	0102083 85698	180.00
130808	02/19/26	Printed			2096	HOME DEPOT CREDIT SERVICES	3904799 86646	313.83
130809	02/19/26	Printed			4271	HUMANE SOCIETY OF IMPERIAL	JANUARY 2026 86431	1,050.00
130810	02/19/26	Reconciled		02/23/26	028	IMPERIAL IRRIGATION DISTRICT	80008274 2/12/26	53,020.39
130811	02/19/26	Reconciled		02/24/26	4264	IMPERIAL IRRIGATION DISTRICT	3139598 2/9/26	4,106.00
130812	02/19/26	Printed			221	IMPERIAL PRINTERS	26-75 86427	584.74
130813	02/19/26	Reconciled		02/24/26	3075	IMPERIAL STEEL	12982 86623	493.50
130814	02/19/26	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	B82351 86634	218.66
130815	02/19/26	Reconciled		02/23/26	5033	INFO SEND INC.	303709 86140	1,960.56

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130821	02/19/26	Printed			8985	JOSE AVILA	9517-0006/2323 VICTORIA	119.78
130822	02/19/26	Printed			8980	JOSE CUELLAR	REFUND-OVER CHARGED 86522	35.00
130823	02/19/26	Reconciled		02/25/26	2901	KIMBALL MIDWEST	104153754 86619	1,159.97
130824	02/19/26	Reconciled		02/23/26	1996	LEE TIRE CO.	409938 86428	2,701.27
130825	02/19/26	Printed			3110	MARIO MIRANDA	9998-4162/480 TRESHILL#291	154.23
130826	02/19/26	Reconciled		02/25/26	1190	MISSIONSQUARE - 304257	2/6/26	451.40
130827	02/19/26	Printed			776	MOSS, LEVY & HARTZHEIM LLP	18347 86138	24,557.00
130828	02/19/26	Reconciled		02/24/26	8314	MOTION INDUSTRIES, INC	CA05-01150502 86642	1,856.21
130829	02/19/26	Printed			8669	NAPA AUTO PARTS	572117 86433	576.33
130830	02/19/26	Reconciled		02/24/26	1856	NATIONAL BUSINESS FURNITURE	MK623268-HIR 86211	1,618.25
130831	02/19/26	Printed			4481	O'REILLY	2687-189378 86429	610.61
130832	02/19/26	Printed			084	PITNEY BOWES BANK INS	8000900004665836 2/11/26 86137	144.08
130833	02/19/26	Printed			3868	PIXABYTES SOLUTIONS INC.	3042 85516	4,785.10
130834	02/19/26	Printed			4003	PRI MANAGEMENT GROUP	36304 86422	873.25
130835	02/19/26	Reconciled		02/24/26	8516	QUICK QUACK CAR WASH	ARB250514 86424	341.82
130836	02/19/26	Reconciled		02/24/26	957	SC FUELS	IN-0000285338 86614	1,292.42
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130838	02/19/26	Printed			5706	SHI INTERNATIONAL CORP	B20800048 86710	21,320.62
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130842	02/19/26	Printed			3570	SWANK MOTION PICTURES, INC	BO 2699739 86521	525.00
130843	02/19/26	Reconciled		02/25/26	1239	THE SHERWIN-WILLIAMS CO.	20665102991225 86613	216.15
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130856	02/26/26	Printed			8498	ALEAH ARELLANO	CLASS-FEBRUARY 2026 86539	240.00
130857	02/26/26	Printed			2357	ALL VALLEY FENCE AND MATERIALS	25-2563 86772	157.06
130859	02/26/26	Printed			5956	AMAZON CAPITAL SERVICES	13WK-RY1F-KNGH 86662	2,107.03
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130867	02/26/26	Printed			7158	BLUETARP FINANCIAL, INC.	J63434 86545	347.33
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130874	02/26/26	Printed			7803	CIVICPLUS, LLC	363536 86708	7,348.25
130875	02/26/26	Printed			8994	COLE HUBER LLP	CANCELLATION-SUBPOENA	275.00
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130886	02/26/26	Printed			793	DERMA'S FLOOR COVERING	14641 86757	385.52
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130889	02/26/26	Printed			2929	EXIT IMPERIAL REALTY	9939-1510/424 VAQUERO	61.73
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130893	02/26/26	Printed			8264	GALLAGHER BENEFIT SERVICES INC	2026050091 86190	720.00
130894	02/26/26	Printed			4456	GRAFFIK SCREEN PRINTING	5291 86527	309.94
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130900	02/26/26	Printed			1336	IMPERIAL LANDFILL- 4136	4136-000023047 86786	861.83
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130907	02/26/26	Printed			8989	JAIME ADAME	9614-1282/270 TAMPICO	64.47
130908	02/26/26	Printed			6768	JASON REED	9820-0343/2375 NICHOLAS	63.57
130909	02/26/26	Printed			8644	JESSICA HURTADO	2/20/26	394.62
130910	02/26/26	Printed			008	JIM REITER'S LOCKSMITH & SAFE	279917 86762	375.00
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130913	02/26/26	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	320845 86531	488.32
130914	02/26/26	Printed			5230	LABOR COMPLIANCE CONSULTANTS	4153 86661	2,000.00

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130917	02/26/26	Printed			788	LIEBERT CASSIDY WHITMORE	316080 86193	4,402.50
130918	02/26/26	Printed			101	LINCOLN LIFE	2/20/26	480.00
130919	02/26/26	Printed			6499	MARIO ROACHO	BBB 3/21/26- DEPOSIT 86533	4,750.00
130920	02/26/26	Printed			1190	MISSIONSQUARE - 304257	2/20/26	451.40
130923	02/26/26	Printed			8669	NAPA AUTO PARTS	572680 86793	1,341.83
130924	02/26/26	Printed			8633	NC CHILD SUPPORT CENTRALIZED	2/20/26	264.00
130925	02/26/26	Printed			2295	NEW BORDER TACTICAL, INC	A222331 86443	555.00
130926	02/26/26	Printed			2295	NEW BORDER TACTICAL, INC	A222446 86442	778.28
130927	02/26/26	Printed			2295	NEW BORDER TACTICAL, INC	A222728 86446	466.97
130928	02/26/26	Printed			4481	O'REILLY	2687-194281 86792	284.22
130929	02/26/26	Printed			079	ONE SOURCE DISTRIBUTORS	S008218092.001 86716	208.81
130930	02/26/26	Printed			219	PADRE USA	16034093 86525	931.07
130931	02/26/26	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 MARCH 2026 86146	6,899.16
130932	02/26/26	Printed			8990	RICHARD PHINNEY	9998-0360/537 W BANTA	180.34
130933	02/26/26	Printed			7343	ROVE ENGINEERING INC	7371 85672	83,486.00
130934	02/26/26	Printed			7343	ROVE ENGINEERING INC	7372 86666	737,761.64
130935	02/26/26	Printed			7343	ROVE ENGINEERING INC	7450 86778	247,988.00
130936	02/26/26	Printed			7343	ROVE ENGINEERING INC	7481 86779	156,948.57
130937	02/26/26	Printed			957	SC FUELS	IN-0000261638 86759	2,270.80
130938	02/26/26	Printed			5706	SHI INTERNATIONAL CORP	B20811162 86399	7,392.06
130939	02/26/26	Printed			3262	SIMNSA HEALTH PLAN	147950 86144	10,901.26
130940	02/26/26	Printed			135	SOCALGAS	675 W ATEN 1/12-2/10/26 86763	64.63
130941	02/26/26	Printed			3716	STRIKE VISUALS	PI37456 86523	993.41
130942	02/26/26	Printed			068	SUNBELT RENTALS, INC.	179809192-0002 86532	5,471.39
130943	02/26/26	Printed			1265	SUPERIOR READY MIX CONCRETE LP	95950000820013 86544	1,860.01
130944	02/26/26	Printed			7443	TEXAS LIFE INSURANCE COMPANY	2/20/26	1,213.12
130945	02/26/26	Printed			024	THE HOLT GROUP, INC.	25-12-005 86781	40,065.00
130946	02/26/26	Printed			1239	THE SHERWIN-WILLIAMS CO.	3203-3 86548	62.25
130947	02/26/26	Printed			4473	TRACTOR SUPPLY CO	272516 86450	64.92
130948	02/26/26	Printed			7708	TUCKER MINI STORAGE	MARCH 2026- UNIT 425 86536	250.00
130949	02/26/26	Printed			8965	TURBO DATA SYSTEMS INC	47782 86441	368.76
130950	02/26/26	Printed			8532	TYLER BRINKERHOFF	012 85748	7,200.00
130951	02/26/26	Printed			1934	TYLER TECHNOLOGIES, INC.	045-552529 86714	1,400.00
130952	02/26/26	Printed			8133	UNIVAR SOLUTIONS USA INC.	53554743 86649	12,963.37
130953	02/26/26	Printed			1100	USA BLUEBOOK	INV00969461 86754	511.44
130956	02/26/26	Printed			615	VALLEY PEST SERVICES, INC	14358863	1,365.00
130957	02/26/26	Printed			611	VERIZON WIRELESS	6135336562	959.46
130958	02/26/26	Printed			2081	VESTIS GROUP, LLC	FEBRUARY 25, 2026	3,006.42
130959	02/26/26	Printed			487	XPRESS LUBE	223194 86785	115.15

Total Checks: 178 **Checks Total (excluding void checks): 2,182,477.87**

Total Payments: 178 **Bank Total (excluding void checks): 2,182,477.87**

Total Payments: 178 **Grand Total (excluding void checks): 2,182,477.87**

DATE SUBMITTED 02/24/2026
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 03/04/2026

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

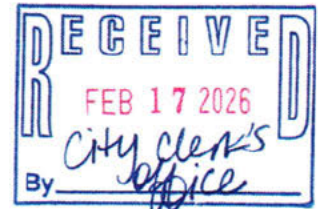
**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. Authorization to return claim Athens File Number CJP-3056049 AWW as recommended by Athens.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Recommendation from Athens to return claims letter to the claimant for filing beyond six months. Athens File Number CJP-3056049 AWW submitted by State Farm Mutual Insurance Company on February 17, 2026.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>RA</u>
STAFF RECOMMENDATION: Staff recommends approval to return claims letter to the claimant for filing beyond six months.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>JHM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

February 2, 2026

CITY OF IMPERIAL
420 S IMPERIAL AVE
IMPERIAL, CA, 92251-1637

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172



RE: Claim Number:
Our Insured: Araceli Gomez
Date of Loss: August 8, 2025
Your Insured: City Of Imperial
Your Policy Number:
Your Claim Number:

To whom it may concern::

Please advise the status of our subrogation claim.

Your prompt reply will be appreciated.

If you have questions or need assistance, call me at (877) 787-8276 Ext. 2442.

55-88S3-31T
Page 2
February 2, 2026

Sincerely,

Doug Worley
Claim Specialist
(877) 787-8276 Ext. 2442
Fax: (866) 231-9276

statefarmclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (877) 787-8276 Ext. 2442 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Other insurance carriers with access to st8.fm/oic-self-service can check for claims and review claim status online, including some payment details such as issue date, status, and amount. They can also view principal damage information and upload documents for an open claim. All insurance carriers can file an auto claim online on statefarm.com/claims.

CLAIM FOR DAMAGE OR INJURY

1. Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence (Gov. Code, Sec. 911.2)
2. Claims for damages to real property must be filed not later than 1 year after the occurrence (Gov. Code, Sec. 911.2)

TO: CITY OF IMPERIAL

CITY OF IMPERIAL
420 S. IMPERIAL AVE.
IMPERIAL, CA 92251

State Farm Mutual Automobile Ins Co a/s/o RICARDO GOMEZ

877-787-8276 n/a

Name of Claimant	Address	Zip	Phone	Age
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PO Box 106172, Atlanta, GA 30348

Address to which Claimant wishes notices sent

WHEN did damage or injury occur? 8/8/2025

WHERE did damage or injury occur? Bougainvillea Trl

HOW and under what circumstances did damage or injury occur?

City of Imperial vehicle being driven by Andres Comjo struck insured vehicle being driven by a different driver, Arely Gomez.

WHAT particular action by the City, or its employees, caused the alleged damage or injury?
(Include names of employees, if known)

Improper lookout

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed:
(Attach estimates or bills, if possible)

\$

Property damage \$1,760.255 + insured deductible \$500.00 = \$ 2,260.26

\$

Total Amount Claimed \$ 2,260.26

NAMES and addresses of witnesses, Doctors and Hospitals:

n/a

Pat Nguyen
Signature of Claimant

State Farm Mutual Automobile
Ins Co a/s/o RICARDO GOMEZ

12/17/2025

Date

December 17, 2025

City Of Imperial
420 S Imperial Ave
Imperial CA 92251-1637

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172

RE: Claim Number:
Our Insured: Ricardo Gomez
Date of Loss: August 8, 2025
Your Insured: City Of Imperial
Your Insured Driver: Andres Cornejo
Loss Location: Bougainvillea Trl, Imperial, CA

To Whom It May Concern:

Facts of Loss:

City of Imperial vehicle being driven by Andres Cornjo struck insured vehicle being driven by a different driver, Arely Gomez

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm[®] paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$3,520.51
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$3,520.51
Insured Deductible	\$1,000.00
Total Claim Amount	\$4,520.51

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 50% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$2,260.26.

55-88S3-31T
Page 2
December 17, 2025

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have questions or need assistance, call us at (877) 787-8276 Ext. 2312.

Sincerely,

Pat Nguyen
Claim Associate
(877) 787-8276 Ext. 2312
Fax: (866) 231-9276

statefarmclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (877) 787-8276 Ext. 2312 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Enclosure

DATE SUBMITTED 02/26/2026
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED 03/04/2026

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: 1. Authorization to reject claim Athens File Number CJP-3055077 as recommended by Athens.
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Recommendation from Athens to reject claim Athens File Number CJP-3055077 submitted by Ruben Fernandez on October 7, 2025.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>VMS</u>
STAFF RECOMMENDATION: Staff recommends approval to reject claim.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>ATM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

CLAIM FOR DAMAGE OR INJURY AGAINST THE CITY OF IMPERIAL, CALIFORNIA

Claims for death, injury to person, or to personal property must be filed not later than six months after the occurrence. (Gov. Code, Sec. 911.2)

Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code, Sec. 911.2)

TO: City of Imperial
420 So. Imperial Ave.
Imperial, CA 92251

Ruben Alcon Fernandez

Name of Claimant _____ Address _____ Zip _____ Phone _____ Age _____
IMPERIAL, CA

Address to which Claimant wishes notices sent _____

WHEN did damage or injury occur? 9-30-25

WHERE did damage or injury occur? 406 BUTTERFIELD TR, 92251 IMPERIAL, CA

HOW and under what circumstances did damage or injury occur? POLICE BRUTALITY, I WAS DIAGNOSED WITH R#ABDOMYOSIS after BEING TASED and RESTRAINED UNLAWFULLY.

LUIS LIZZARRA #419

WHAT particular action by the City, or its employees, caused the alleged damage or injury? (Include Names of Employees, if known)

THEIR KNEES PRESSED AGAINST SPINE, FACE SMOTHERED INTO ground. TASED MULTIPLE TIMES. EXCESSIVE FORCE BY ALL POLICE PRESENT. MISCONDUCT, FAILURE TO UNDERSTAND I WAS COMPLYING.

WHAT sum do you claim? Include the estimated amount of any prospective loss, insofar as it may be known at the time of the presentation of this claim, together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible)

LOST WAGES
\$ 500 * MONTH
PROPERTY DAMAGE
\$ 75.00
PAIN AND SUFFERING
\$ 17,500
Total Amount Claimed \$ 18,375

NAMES and addresses of witnesses, Doctors and Hospitals:

EIJA FERNANDEZ, RUBEN FERNANDEZ, CESAR MENDOZA, OLAMIYI FADEYE, MARC DAO, VICTORIA BARRON, NENE RAHUL VMD

[Signature]
Signature of Claimant

10-7-25
Date

RECEIVED
OCT 07 2025
BY: [Signature]

RESOLUTION NO. 2026-07

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL, CALIFORNIA AMENDING THE MUNICIPAL BUDGET FOR FIRST QUARTER (Q1) OF THE FISCAL YEAR THAT BEGINS JULY 1, 2025, AND ENDS JUNE 30, 2026

WHEREAS, the FY 2025-26 City Budget was adopted with a City resolution, and all amendments to said budget will also be made by Resolution; and

WHEREAS, the City is requesting budget adjustments in the General Fund, Imperial IT Funds, and

WHEREAS, sufficient revenue and cash balances are available to fund the requested adjustments to the General Fund and Imperial IT Fund budgets.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. General Fund;
 - 01-320-5440 be increased from \$0 to \$74,850 at Q1 of FY 2026
 - 01-420-5242 be increased from \$0 to \$15,000 at Q1 of FY 2026.
 - 01-420-5443 be increased from \$0 to \$49,500 at Q1 of FY 2026.
2. Imperial IT Fund;
 - 19-143-5440 be increased from \$0 to \$31,000 at Q1 of FY 2026.
 - 19-144-5251 be increased from \$61,800 to \$64,200 at Q1 of FY 2026.
 - 19-144-5442 be increased from \$153,000 to ~~\$86,000~~ \$186,000 at Q1 of FY 2026.

APPROVED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Imperial, this 4th day of March 2026.

Ida Obeso-Martinez, Mayor
City of Imperial

ATTEST:

City Clerk
City of Imperial

DATE SUBMITTED 02/25/2026
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 03/04/2026

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Approval of the FY 2025 Stonegarden Memorandum of Understanding	
DEPARTMENT INVOLVED: Police Dept.	
BACKGROUND/SUMMARY: The Imperial Police Department has received the 2025 Stonegarden MOU. Through the Stonegarden grant, the Imperial Police Department will receive \$54,434.98 in operational overtime. The Stonegarden Grant provides funding to enhance law enforcement preparedness and operational readiness along the border of the United States. Please see attached MOU for further details.	
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: Request Council approval of the 2025 Stonegarden MOU	DEPT. INITIALS <u>MS#44</u>
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS <u>JHM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

1 **AGREEMENT FOR THE**

2 **FISCAL YEAR 2025 OPERATION STONEGARDEN GRANT PROGRAM**

3 THIS AGREEMENT (“Agreement”), made and entered into effective the _____ day of _____
4 _____ 2025, is by and between the following parties (individually, “Party;” collectively, “Parties”), for
5 program support of the FY 2025 Operation Stonegarden Grant (“OPSG”):

- 6
- 7 • **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its
8 Sheriff’s Office, Department of Probation, and District Attorney’s Office (“County” or “County
9 Parties”),
- 10 • **IMPERIAL COUNTY NARCOTICS TASK FORCE** (“ICNTF”),
- 11 • **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven
12 Offices (“CHP”),
- 13 • **CITY OF BLYTHE**, an incorporated city within the County of Riverside, by and through its Police
14 Department (“Blythe”),
- 15 • **SAN BERNARDINO COUNTY SHERIFF’S DEPARTMENT**,
- 16 • **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police
17 Department (“Brawley”),
- 18 • **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial, by and through
19 its Police Department (“Westmorland”),
- 20 • **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police
21 Department (“Calexico”),
- 22 • **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its
23 Police Department (“El Centro”),
- 24 • **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police
25 Department (“Imperial”), and
- 26 • **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its
27 Police Department (“Calipatria”), and
- 28 • **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and through its
Sheriff’s Office, (“County of Riverside”).

24 **RECITALS**

25 **WHEREAS**, County received funds from the U.S. Department of Homeland Security (“DHS”)
26 passed through the California Governor’s Office of Emergency Services (“CalOES”), under the OPSG
27 Program for fiscal year 2025; and

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

4 **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local
5 agency to contract with any other local agency for the furnishing of police protection to such other local
6 agency, where a “local agency” includes a neighboring city, county, federal government, or any federal
7 department or agency; and

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

10 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No.____, dated
11 _____, 2026, approved and authorized the Imperial County Sheriff to enter into this Agreement
12 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be
13 used to reimburse the participating agencies under this Agreement; and

14 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed
15 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their
16 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance
17 audit report of **Two Million Dollars (\$2,000,000.00)** or more of OPSG federal funds are expended in a
18 fiscal year; and

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

21 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
22 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor’s
23 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
24 Number: 97.067.

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

27
28

1 **1. PURPOSE AND INTENT.**

2 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS
3 and passed through CalOES under the OPSG for fiscal year 2025-2026.

4 **2. SCOPE OF WORK.**

5 **2.1. Method of Service Delivery.**

6 2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively
7 responsible for coordination of Parties' obligations under this Agreement.

8 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:
9 Obligations of the Parties.

10 **2.2. Overview of Basic Services.**

11 2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement
12 personnel in their designated areas of jurisdiction, in order to support DHS's Bureau
13 of Customs and Border Protection ("CBP") and Office of the Border Patrol
14 ("OBP") efforts to improve border security in the region.

15 2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will
16 not enforce immigration laws on behalf of CBP/OBP.

17 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,
18 including but not limited to Government Code Section 7284.6(b) and the following
19 conditions:

20 (a) The primary purpose of OPSG activities will not be immigration
21 enforcement, as defined in subdivision (f) of Government Code Section
22 7284.4.

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

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

27 **3. TERM OF AGREEMENT.**

28

1 3.1. **Initial Term.** The term of this Agreement shall be from September 1, **2025**, and
2 shall continue in effect through and terminate at midnight on August 31, **2028**
3 subject to the provisions in Paragraphs 3.2. and 3.3. below.

4 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond August 31,
5 2028 shall be subject to remaining grant funds and to a time extension approved by
6 DHS and passed through CalOES.

7 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
8 terminate its participation in this Agreement upon a minimum of ninety (90) days
9 written notice to the other Parties.

10 ///

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

12 4.1. **Anticipated Outcome.**

13 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
14 this Agreement, is the increased presence of law enforcement personnel in their
15 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
16 security in the region.

17 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing
18 the missions set forth in this Agreement and in CBP's "Operations Order Report,"
19 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully
20 set forth herein.

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

23 (b) Parties will utilize their unique investigatory and prosecutorial areas of
24 expertise in operations targeting criminal aliens upon reasonable suspicion
25 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code
26 that may be subject to the enhancement specified in Section 1326(b)(2) of
27 Title 8 of the United States Code, if detected during an unrelated law
28 enforcement activity, to document fraud, and for intelligence development

1 including making necessary inquiries as permitted by Government Code
2 Section 7284.6(b).

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

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

7 (ii) Sharing information during law enforcement operations.

8 ///

9 ///

10 ///

11 **4.2. Personnel Qualifications and Assignment.**

12 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall
13 have met the minimum qualifications designated for their specific classification.

14 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards
15 and scope of service defined herein and as further specified in **Exhibit "A."**

16 4.2.3. County Participating Agency Discretion.

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

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

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

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- (d) County's Department of Probation shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.
- (e) Non-County Parties shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in County's performance of this Agreement.

4.2.4. Non-County Parties' Discretion.

- (a) Non-County Parties shall be responsible for the management, direction, and supervision of their respective OPSG personnel, and the standards of performance, discipline, and all other matters incident to the performance of such services, in each respective non-County Party's sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.
- (b) Each non-County Party shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement.
- (c) County shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in non-County Party performance of this Agreement.

4.2.5. OPSG Coordinators.

- (a) County's Sheriff's Office shall select and designate an OPSG Coordinator who shall manage and direct the OPSG.
- (b) County's Department of Probation and each non-County Party shall select and designate an OPSG Coordinator under this Agreement.
- (c) The designated OPSG Coordinator for each Party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement, and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

1 4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their
2 qualified respective personnel are provided to OPSG activities at all times during
3 the term of this Agreement to meet the commitments set forth herein.

4 4.2.7. Pre-Authorization of Overtime.

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

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

9 /// 4.2.8. Equipment and Supplies.

10 (a) County's Sheriff's Office will provide its OPSG personnel with all supplies
11 and/or prescribed safety gear, body armor and or standard issue equipment
12 necessary to perform OPSG activities.

13 (b) County's Department of Probation will provide its OPSG personnel with all
14 supplies and/or prescribed safety gear, body armor and or standard issue
15 equipment necessary to perform OPSG activities

16 (c) Non-County Parties will provide their respective OPSG personnel with all
17 supplies and/or prescribed safety gear, body armor and/or standard issue
18 equipment necessary to perform OPSG activities unless otherwise specified
19 in **Exhibit "A."**

20 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
21 goals and performance standards set forth in this Agreement. Substandard
22 performance as determined by the County will constitute noncompliance with this
23 Agreement. If action to correct such substandard performance is not taken by the
24 Party/Parties within a reasonable period of time after being notified by the County,
25 suspension or termination procedures will be initiated.

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

27 5.1. **General.**

1 5.1.1. As full consideration for the satisfactory performance and completion by non-
2 County Parties of OPSG activities set forth in this Agreement, County shall pay
3 non-County Parties for personnel assigned to perform OPSG activities on the basis
4 of invoices and submittals as set forth hereunder.

5 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
6 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
7 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
8 unallowable costs are not reimbursed.

9 5.1.3. No reimbursement shall be made to a Party during any period of time within which
10 that Party is in default on filing any informational or financial reports required by
11 County. County, through its Sheriff's Office, shall make any necessary adjustments
12 to Party claims to correct for previous overpayments and disallowances or
13 underpayments.

14 5.1.4. Payments made by County are dependent on the continued availability of grant
15 funds from DHS passed through CalOES.

16 5.1.5. The amount of available OPSG funds shall not exceed **Two Million Dollars**
17 **(\$2,000,000.00)**, unless otherwise provided for under this Agreement.

18 **5.2. Personnel Cost/Rate of Compensation.**

19 5.2.1. During the term of this Agreement, County shall compensate Parties for
20 preauthorized overtime worked by personnel assigned to perform OPSG activities.

21 5.2.2. Compensation made by County is based upon available funding and the actual costs
22 incurred by Parties to provide OPSG activities under this Agreement.

23 **5.3. Method of Payment.**

24 5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related
25 supporting documentation that represents amounts due under this Agreement to
26 County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following
27 the end of each calendar month during the term of this Agreement.

28 5.3.2. Invoices, timesheets and other related supporting documentation must have the

1 signature of each non-County Party's OPSG Coordinator, or his or her designee,
2 certifying that the invoices, timesheets, and related documentation are true and
3 correct.

4 5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than
5 5:00 p.m. of the eleventh (11th) business day following the end of each calendar
6 month during the term of this Agreement to:

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

11 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's
12 Office will process the request for reimbursement to DHS passed through CalOES.

13 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS
14 passed through CalOES, County's Sheriff's Office will submit a claim for payment
15 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

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

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

21 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose
22 costs are reimbursable under this Agreement, to include, at a minimum, the person's
23 name, classification, duty position, task and regular/overtime hours worked.

24 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office
25 all payroll records and other records that relate to the services provided under this
26 Agreement.

27 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities
28 through procedures to be agreed upon within County.

6. **INDEMNIFICATION.**

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

- (a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County; or
- (b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of County.

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

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

1 County Party or any contract labor provider retained by the respective non-
2 County Party.

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4 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

5 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

- 6 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
7 other Parties to this Agreement and their agents, officers and employees,
8 from any claim, action, or proceeding against the other Parties arising solely
9 out of its own acts or omissions in the performance of this Agreement.
- 10 (b) At each Party's sole discretion, each Party may participate at its own
11 expense in the defense of any claim, action or proceeding, but such
12 participation shall not relieve any Party of any obligation imposed by this
13 Agreement.
- 14 (c) Parties shall notify each other promptly of any claim, action, or proceeding
15 and cooperate fully in the defense.

16 **6.2.2. Claims Arising from Concurrent Acts or Omissions.**

- 17 (a) Parties hereby agree to defend themselves from any claim, action or
18 proceeding arising out of the concurrent acts or omissions of Parties.
- 19 (b) Parties agree to retain their own legal counsel, bear their own defense costs
20 and waive their right to seek reimbursement of such costs, except as
21 provided in Paragraph 6.2.4. below.

22 **6.2.3. Joint Defense.**

- 23 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
24 writing to a joint defense, Parties may appoint joint defense counsel to
25 defend the claim, action or proceeding arising out of the concurrent acts or
26 omissions of Parties.
- 27 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

28

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

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

5 6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award
6 allocates or determines the comparative fault of the Parties, Parties may seek
7 reimbursement and/or reallocation of defense costs, settlement payments,
8 judgments and awards, consistent with such comparative fault.

9 **7. GENERAL PROVISIONS.**

10
11 **7.1. Independent Contractor Status.**

12 7.1.1. In the performance of services under this Agreement, County and non-County
13 Parties acknowledge and agree that:

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

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

20 7.1.2. All personnel provided by County under this Agreement are under the direct and
21 exclusive supervision, daily direction, and control of County, and County assumes
22 full responsibility for the actions of such personnel in the performance of services
23 hereunder.

24 7.1.3. All personnel provided by non-County Parties under this Agreement are under the
25 direct and exclusive supervision, daily direction, and control of their respective
26 agencies, and each agency assumes full responsibility for the actions of such
27 personnel in the performance of services hereunder.

28

1 7.1.4. County and non-County Parties acknowledge and agree that County does not
2 control the manner and means of performing the work of non-County Parties'
3 officers, agents or employees who perform OPSG activities, nor does County have
4 the right to hire or terminate employment of such officers, agents or employees.

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

9 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County
10 Parties have no authority to bind County in any respect whatsoever.

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

14 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly
15 or by implication as an agent of County, or in any manner assume or create or
16 attempt to assume or create any obligation on behalf of or in the name of 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 may
24 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

1 District Attorney
2 Imperial County District Attorney's Office
3 940 West Main Street, Suite 102
4 El Centro, CA 92243

5 Non-County Parties:

6 California Highway Patrol
7 Fiscal Management Section
8 PO Box 942898
9 Sacramento, CA 94298-2898

10 Interim City Manager
11 Blythe Police Department
12 240 N. Spring Street
13 Blythe, CA 92225

14 Imperial County Narcotics Task Force
15 2417 La Brucherie Road, Suite C
16 Imperial, CA 92251

17 Chief of Police
18 Brawley Police Department
19 351 Main Street
20 Brawley, CA 92227

21 Chief of Police
22 Calexico Police Department
23 420 East Fifth Street
24 Calexico, CA 92231

25 Chief of Police
26 El Centro Police Department
27 105 North Eleventh Street
28 El Centro, CA 92243

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

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

Riverside County Sheriff
3650 14th Street
Riverside, CA 92501

San Bernardino County Sheriff
655 East Third Street
San Bernardino, CA 92415

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

1 (e) When otherwise actually received.

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

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

7 7.6. **Entire Agreement.**

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

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

12 7.7. **Construction.**

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

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

19 7.8. **Waiver.**

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

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

1 7.8.3. The acceptance by County or non-County Parties of either performance or payment
2 shall not be considered a waiver of any other Party's preceding breach of this
3 Agreement.

4 **7.9. Authority to Enter Into Agreement.**

5 7.9.1. County and non-County Parties have all requisite power and authority to conduct
6 their respective business and to execute, deliver and perform the Agreement.

7 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
8 legal power, right and authority to make this Agreement and to bind each respective
9 Party.

10 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
11 this Agreement.

12 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of
13 which shall be deemed to be an original, but all of which together shall constitute one (1)
14 and the same instrument.

15 **7.12. Severability.**

16 7.12.1. This Agreement is subject to all applicable laws and regulations.

17 7.12.2. If any provision of this Agreement is found by any Court or other legal authority,
18 or is agreed upon by the Parties, to be in conflict with any law or regulation, then
19 the conflicting provision shall be considered null and void.

20 7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of
21 this Agreement to any Party is lost, then the Agreement may be terminated at the
22 option of the affected Party, with the notice as required in this Agreement.

23 7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall
24 continue in full force and effect.

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

1 7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall
2 apply to the Parties and this Agreement, and this Agreement shall be deemed to be
3 amended to be consistent with such change(s) except to the extent that such
4 change(s) alter(s) a material provision of this Agreement, in which case, such
5 material provision shall be voidable, and the Parties will negotiate in good faith to
6 amend the Agreement as necessary; and

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

11 **7.14. Representation.**

12 7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation
13 shall be represented by their respective OPSG Coordinators, or their designees, in
14 all discussions pertaining to this Agreement.

15 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
16 or their designees, in all discussions pertaining to this Agreement.

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

21 **7.16. Termination of Funding.**

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

26 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
27 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually
28

1 develop and implement, within a reasonable period, a transition plan for the
2 provision of OPSG activities through alternate means.

3 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

4 ///

5 **8. SPECIAL PROVISIONS.**

6 **8.1. Lobbying and Political Activities.**

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

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

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

27 (c) The undersigned shall require that the language of this certification be
28 included in the award documents for all subawards at all tiers (including

1 subcontracts, subgrants, and contracts under grants, loans, and cooperative
2 agreements) and that all subrecipients shall certify and disclose accordingly.

3 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
4 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
5 employees whose principal employment activities are funded in whole or in part
6 with federal funds.

7 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,
8 to support the enactment, repeal, modification, or adoption of any law, regulation,
9 or policy without the express written approval from Cal OES or the federal
10 awarding agency.

11 **8.2. Debarment and Suspension.**

12 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or
13 suspending those persons deemed irresponsible in their dealings with the federal
14 government. Each Party independently certifies that it and its principal,
15 subgrantees, recipients, or subrecipients:

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

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

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- (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 (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.

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

3
4 By: _____
5 Federico Miramontes
6 Sheriff

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

8
9 By: _____
10 George Marquez
11 District Attorney

12 **CALIFORNIA HIGHWAY PATROL**
13 **CALEXICO OFFICE,**
14 **EL CENTRO OFFICE,**
15 **WINTERHAVEN OFFICE**

16 By: _____
17 Anthony Coronado
18 Border Division Chief

18 **CITY OF BRAWLEY**
19 **POLICE DEPARTMENT**

20
21 By: _____
22 Jonathan Blackstone
23 Interim Police Chief

23 **CITY OF EL CENTRO**
24 **POLICE DEPARTMENT**

25 By: _____
26 Kelly Brown
27 Chief

COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION

By: _____
Elizabeth Sais
Chief Probation Officer

IMPERIAL COUNTY NARCOTICS
TASK FORCE

By: _____
Cheryl Fowler
Calipatria Chief of Police

CITY OF BLYTHE
POLICE DEPARTMENT

By: _____
Garth V. Dale
Chief

CITY OF CALEXICO
POLICE DEPARTMENT

By: _____
Armando Orozco
Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By: _____
Aaron Reel
Chief

1 **CITY OF CALIPATRIA**
2 **POLICE DEPARTMENT**

3 By: _____
4 Cheryl Fowler
5 Chief

6 **CITY OF WESTMORLAND**
7 **POLICE DEPARTMENT**

8 By: _____
9 Anthony Lynn Mara
10 Chief

11 **SAN BERNARDINO COUNTY**
12 **SHERIFF'S DEPARTMENT**

13
14 By: _____
15 Shannon D. Dicus
16 San Bernardino County Sheriff-Coroner

17
18 **APPROVED AS TO FORM:**

19 Geoffrey Holbrook
20 County Counsel

21
22 By: _____
23 Danuta Tuszynska
24 Deputy County Counsel

COUNTY OF RIVERSIDE
SHERIFF'S OFFICE

By: _____
Chad Bianco
Sheriff/Coroner

APPROVED AS TO FORM:
County Counsel – County of Riverside

By: _____
Amrit P. Dhillon
Deputy County Counsel

DATE SUBMITTED February 25, 2026
Community Development
 SUBMITTED BY Director
 DATE ACTION REQUIRED March 4, 2026

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Continued public hearing of the City Council to discuss the vacation of the public right-of-way portion of O Street between 2nd Street and 3rd Street

1. Adoption of Resolution No 2026-04, APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2ND STREET AND 3RD STREET WITHIN THE CITY OF IMPERIAL

DEPARTMENT INVOLVED: Community Development Department

BACKGROUND/SUMMARY:

See attached staff report

FISCAL IMPACT: N/A

ADMIN SERV INITIALS _____

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 2026-04.

DEPT. INITIALS A.S.

MANAGER'S RECOMMENDATION:
approve

CITY MANAGER'S INITIALS OHM

MOTION:

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



Staff Report

Agenda Item No.

To: City of Imperial City Council

From: Yvonne Cordero

Date: February 24, 2026

Subject: Vacation of O Street between 2nd Street and 3rd Street

Summary:

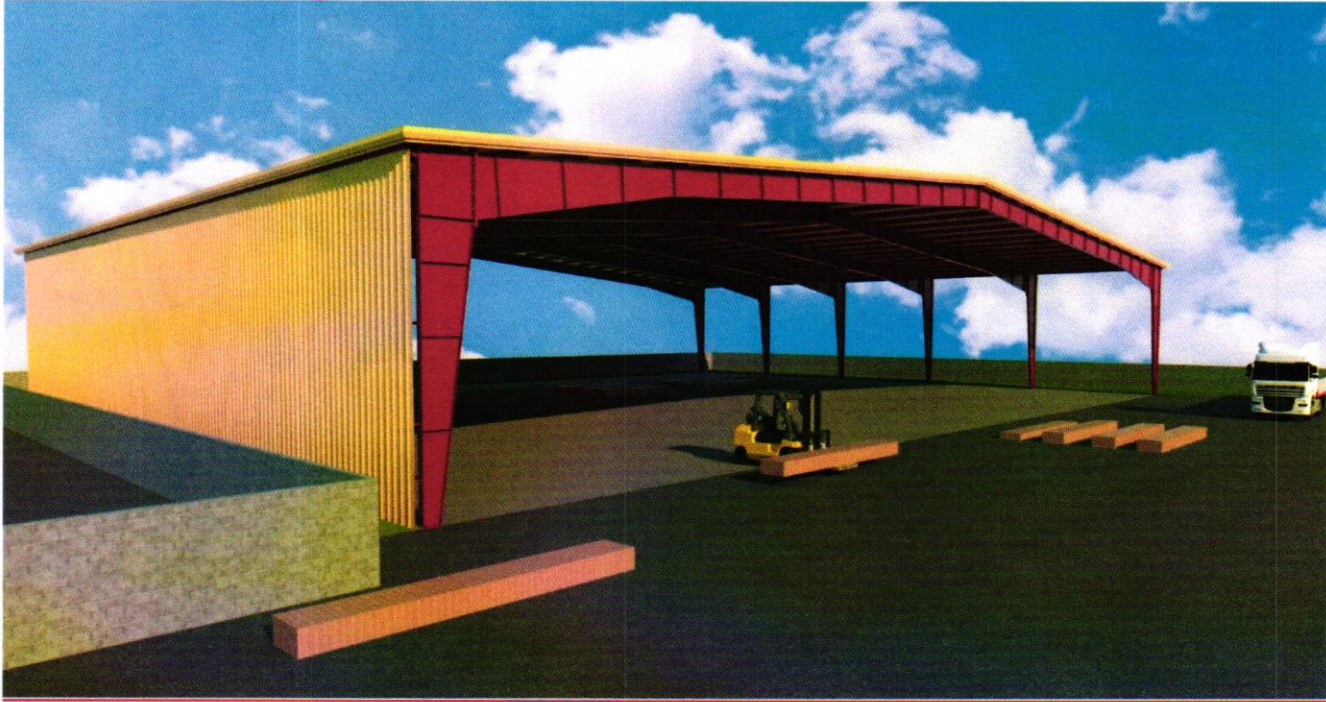
Applicant:	Raul Parra
Project Description:	Vacation of O Street between 2nd Street and 3rd Street
Zoning:	Rail Served Industrial (I-2)
General Plan:	Industrial Zone
Environmental:	Categorically Exempt – 15305 Minor Alterations in Land Use Limitations Facilities
Recommendation:	Approve, subject to conditions.

Background

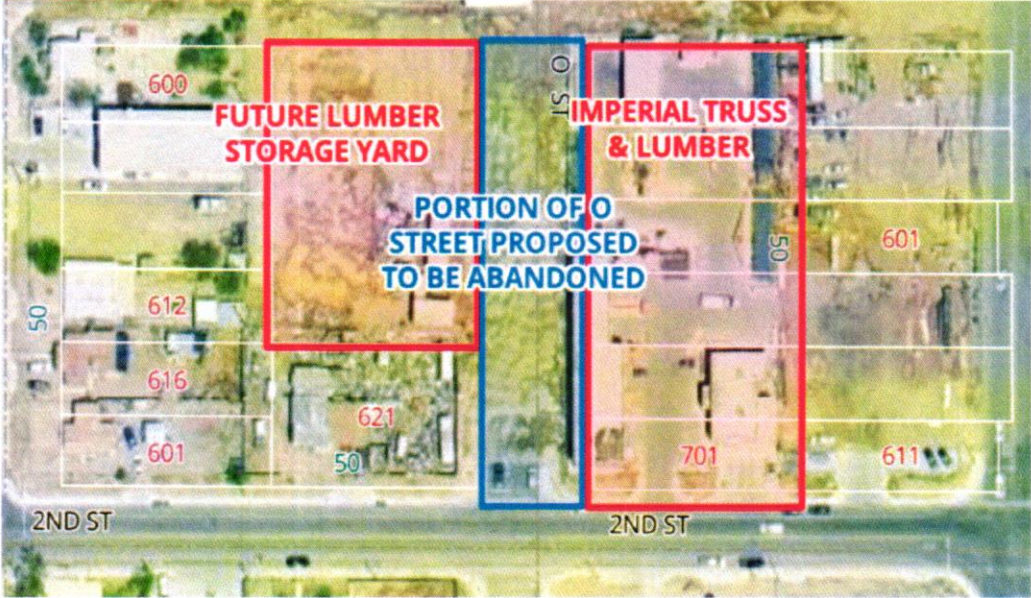
Raul Parra, owner of Imperial Truss & Lumber, is requesting the vacation of a portion of O Street between 2nd Street and 3rd Street, covering approximately .55 acres, to support his expansion plans. This street vacation is the second phase of Mr. Parra's development project, which includes office suites and a future lumber storage yard, and is a key component of the overall development plan. Mr. Parra owns the parcels abutting the east and west sides of O Street, with the exception of the southwest corner parcel owned by Tobias Peres Huerta. Staff has confirmed with Mr. Huerta that he has knowledge of the vacation and that half of that portion of O Street abutting his corner property will be merged to his parcel and paid by Mr. Parra. Mr. Huerta is in agreement with the vacation.

This project investment is part of a larger effort to revitalize and modernize the Rail-Served Industrial Zone. The project aligns with the City's goals of promoting economic growth, attracting new professional services, and enhancing the district's overall functionality and appearance.

Future Lumber Storage



Project Location



Aerial View



Discussion/Analysis

Pursuant to California Government Code §65402, the City may vacate a public right-of-way only if the action is consistent with the adopted General Plan. A review of the City of Imperial General Plan, including the Land Use and Circulation Elements, confirms that the proposed vacation of O Street between 2nd Street and 3rd Street is consistent with planned circulation patterns and roadway functional classifications. The Circulation Element classifies roadways based on the traffic volumes, connectivity, and network function they are intended to serve. O Street is classified as a local street and is neither designated nor improved as a Major or Secondary Arterial. Furthermore, field observations indicate that portions of O Street remain unpaved and experience negligible vehicular activity, demonstrating that the segment does not function as a critical link in the City's transportation network. In contrast, P Street, located one block to the east, is classified as a Secondary Arterial. N Street, located one block to the west, is classified as an Industrial Collector that primarily serves industrial development along the rail line, and also provides an alternative mode of travel. Both N Street and P Street provide sufficient capacity and connectivity to accommodate any minor redistribution of local traffic resulting from the proposed vacation without adversely affecting circulation or roadway operations on P Street. The proposed right-of-way vacation will not result in significant traffic impacts, will not degrade roadway operations, impede emergency response, or adversely affect access to surrounding properties. No public utilities or emergency access routes will be adversely affected by the proposed vacation.

The project aligns with the General Plan's Land Use Element by promoting economic growth and development within the Rail-Served Industrial Zone. The vacation of the proposed portion of O Street will improve site functionality and accommodate on-site circulation needs. Once finalized, the project is expected to attract a more diverse business community, encourage redevelopment and revitalization, and foster economic prosperity while enhancing the area's overall appearance and operational efficiency, and contribute to the

long-term economic vitality and visual improvement of the area without compromising transportation network performance.

The City of Imperial's Planning Commission held a public hearing on December 10, 2025, and adopted Resolution PC2025-16, confirming its conformance with the City's General Plan. Resolution 2026-03, declaring its intention to vacate the public right-of-way, was approved by City Council at the February 4, 2026, City Council meeting. The final public hearing scheduled before the City Council on February 18, 2026, was continued to March 4, 2026.

Environmental Compliance

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15305 (Class 5) - Minor Alterations in Land Use Limitations.

Public Notification

The public hearing scheduled for February 18, 2026 was duly noticed in the IV Weekly and Calexico Chronicle, newspapers of general circulation, on February 5, 2026. A Public Hearing Notice was sent to all property owners within 300 feet of the proposed vacation site, and a Notice of Public Hearing was posted at the proposed vacation site.

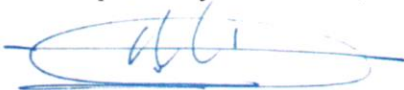
Recommendation

Staff recommends that the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, staff recommends the adoption of Resolution 2026-04, approving the City of Imperial's vacation of the public right-of-way portion of O Street between 2nd Street and 3rd Street.

Attachments

- Attachment A - Draft Resolution 2026-04
- Attachment B - Legal Description and Map

Respectfully submitted,



Othon Mora, MCM, CBO
Community Development Director

ATTACHMENT A

***DRAFT* RESOLUTION NO. 2026-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, APPROVING THE VACATION OF THE PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2ND STREET AND 3RD STREET WITHIN THE CITY OF IMPERIAL

WHEREAS, the City of Imperial declared its intention to vacate the right-of-way portion of O Street between 2nd Street and 3rd Street witnessed for economic growth pursuant to the provisions of the Streets and Highways Code Section 8308 thereof; and

WHEREAS, the City of Imperial Planning Commission adopted Resolution PC2025-16 and concluded that the right-of-way vacation of the portion of O Street between 2nd Street and 3rd Street is in conformity with the City's adopted Circulation Element of the General Plan; and

WHEREAS, the City of Imperial City Council approved Resolution 2026-03 affirming the city's intention to vacate the public right-of-way portion of O Street between 2nd Street and 3rd Street; and

WHEREAS, the finding of conformance with the General Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15305 (Class 5) for Minor Alterations in land Use Limitations; and

WHEREAS, pursuant to the provisions of the California Streets and Highway Code, Section 8320 et seq., the City Clerk of the City of Imperial has administratively scheduled a hearing for the City Council to consider ordering the vacation of the portion of O Street between 2nd Street and 3rd Street; and

WHEREAS, upon hearing and considering all testimony and arguments, examining and analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the project; and

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

- A) The City Council proposes to vacate the portion of the right-of-way described herein, subject to the Conditions of Approval provided in Exhibit A; and
- B) A public hearing was duly noticed in accordance with the Streets and Highway Code Sections 8322 and 8323 and held at the City Council Chambers located at 200 West 9th Street, Imperial, California, on March 4, 2026, at 7:00 P.M., or as soon thereafter; and
- C) The City Council finds, from all the evidence submitted, that the vacation of the right-of-way portion of O Street between 2nd Street and 3rd Street is consistent with the City's adopted General Plan and is unnecessary for present and prospective public use.
- D) That based on the evidence presented, the City Council hereby **APPROVES the vacation of the right-of-way portion of O Street between 2nd Street and 3rd Street.**

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Imperial, this
4th day of March 2026.

Ida Obeso-Martinez
Mayor

ATTEST:

Kristina Shields
City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
FOR O STREET ABANDONMENT
2nd Street to 3rd Street

1. The Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Developer/Applicant shall pay all applicable impact and capacity fees.
3. The Right of Way Abandonment does not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
4. The Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Right of Way Abandonment. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Property Owner/Applicant arising out of or in connection with the approval of the Right of Way Abandonment, including any claim for private attorney general fees claimed by, or awarded to any party from the City.
5. All conditions of approval for this Right of Way Abandonment shall be reprinted and included as a plan sheet(s) with the building permit plan check sets submitted for review and approval. These conditions of approval shall be on, at all times, all grading, landscaping, and construction plans kept on the project site. It is the responsibility of the Applicant to ensure that the project contractor is aware of, and abides by, all conditions of approval. Prior approval from the Community Development Department must be received before any changes are constituted in site design, grading, building design, building colors or materials, landscape material, etc.
6. All storage of materials waiting or to be worked on shall be stored within the building during the time that the business is not open for business. There shall be no outdoor storage of materials.
7. If the Community Development Department finds and determines that the Applicant or successor-in-interest has not complied or cannot comply with the terms and conditions of approval, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide the Applicant with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) the Applicant fails to comply, and/or (2) the Applicant cannot comply with the conditions of approval, then the matter shall be referred to the Planning Commission for modification, suspension, or termination, or to the appropriate enforcement authority.
8. Department Comments

Public Services

- a) Right of Way Abandonment of O Street between 1st and 2nd Street and between 2nd and 3rd Street is recommended at the requester's expense.

Community Development

- b) Prior to recordation of the street abandonment, any parcel(s) that would become landlocked or otherwise lose legal access as a result of the abandonment shall be legally merged with an adjoining parcel under the same ownership, or otherwise provided legal access, to the satisfaction of the City. Proof of the recorded merger or access instrument shall be submitted to the City prior to the recordation of the abandonment.
- c) The abandoned right-of-way reverting to an adjacent property owner shall be legally merged with that owner's adjoining parcel prior to the recording of the street abandonment. Proof of all required mergers or legal access instruments shall be submitted to the City prior to recordation.

Imperial County Fire Department

- d) Abandonment of any public street presents concerns to the ICFD. Any time a right-of-way is abandoned, it leads to operational challenges in emergency situations and could cause unforeseen issues in the future. The abandonment of portions of O Street between 1st and 2nd Street and between 2nd and 3rd Streets does not currently present an issue since it will be used for private enterprise.

9. As between the City and the Applicant, any violation of this permit may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.
10. The Applicant shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the business.

DATE SUBMITTED February 27, 2026
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR OTHON MORA
 DATE ACTION REQUIRED March 4, 2026

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT	DISCUSSION/ACTION: 1. APPROVE TASK ORDER FOR ON-CALL ENGINEERING CONSULTANT SERVICES FOR THE ATEN BLVD REHABILITATION PROJECT (P2026-01)		
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT DEPARTMENT			
BACKGROUND/SUMMARY: The City submitted a Surface Transportation Block Grant (STBG) and a Congestion Mitigation and Air Quality (CMAQ) application for the Aten Boulevard Rehabilitation Project between Old SR-86 and the West Right-of-Way Line of the Southern Pacific Railroad in October 2022. The STBG (CIP 818) project includes pavement rehabilitation, ARAM interlayer, hot mix asphalt overlay, thermoplastic striping, wayfinding markers, and installation of a 4-foot bike lanes on both sides of the roadway. The CMAQ (CIP 843) project includes the installation of a new sidewalk along the north side of Aten Blvd. On February 26, 2026, the City received a proposal from TYPSA, Inc. , which is currently one of the City's on-call consultant, for a total cost of \$169,876 to perform the scope of work (<i>proposal attached as "Exhibit A"</i>). The purpose of this staff report is to authorize the acceptance of the proposal and award the contract to the consultant.			
FISCAL IMPACT: \$169,876.00 (CIP 818 & 843)		ADMIN SERVICES SIGN INITIALS	<u>JMS</u>
STAFF RECOMMENDATION: Staff recommends the approval of the Task Order for On-Call Engineering Consultant Services for the Aten Blvd Rehabilitation Project (P2026-01)		DEPT. INITIALS	<u>OM</u>
MANAGER'S RECOMMENDATION: <div style="text-align: center;"><i>approve</i></div>		CITY MANAGER'S INITIALS	<u>OTM</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:			



TYPESA, Inc.
501 N. 44th Street, Suite 300
Phoenix, Arizona 85008
Tel: 602.454.0402
www.typsa.us

"EXHIBIT A"

February 26, 2026

Othon Mora, MCM, CBO
Community Development Director
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

Subject: **City of Imperial – Civil Engineering On-Call Task Order Requests
Civil Engineering Design and Construction Support Services
CMAQ Phase III Sidewalks and STBG Pavement Rehabilitation Projects
Aten Boulevard, Old SR86 to SPRR Right-of-Way Limits
Revision No. 0**

Dear Mr. Mora,

Please find enclosed TYPESA, Inc.'s brief Scope of Work and Cost Proposal for design services for the above referenced projects, including a design schedule, and Lump Sum Fixed Fee Cost Proposal for the design and construction support services.

The cost for these services is \$169,876. This includes an Allowance of \$7,500.

If you should have questions or require additional information, please contact Jack Fleming at (480) 320-8265 or email at jfleming@typsa.com.

Respectfully,

Jack Fleming, P.E.
Project Manager/Associate Vice President

Cc: Mark Gilliland, Jack Fleming, File

Attachments:

Scope of Work
Derivation of Cost Proposal Summary
Work-Hour Spreadsheet
Direct Expense Documentation
Subconsultant Scope and Fee Proposals

SCOPE OF WORK

The City of Imperial has requested a scope of services and cost proposal for the following projects along Aten Boulevard between Old SR86 and Southern Pacific Railroad (approximately 1,650 feet):

- STBG – Aten Boulevard Rehabilitation Project (P2026-01)
- CMAQ – Aten Boulevard Sidewalk Installation Phase III (P2026-02)

The project will include project administration, survey and mapping, engineering design, environmental clearance assistance, right-of-way (ROW) research and mapping, utility coordination, bid phase support, construction phase support, assistance with Federal and Caltrans compliance, project closeout documentation, stakeholder coordination, and include 60% and 100% (PS&E) submittals. The following Scope of Work is required to complete final design and clear the project for construction:

SURVEY AND MAPPING

Dynamic Consulting Engineers' (DCE) scope of work is attached, and they will be performing survey and mapping services, including R/W research, visible utility survey and base file preparation. Rights of entry/access to the project area will be provided by the City of Imperial.

GEOTECHNICAL INVESTIGATION, REPORT AND PAVEMENT DESIGN

Landmark Consultants' scope of work is attached, and they will be performing the geotechnical investigation and report for this project, including pavement section recommendations.

PROJECT MANAGEMENT AND COORDINATION

TYPSA will provide the following services pertaining to Project Management and Coordination:

- Coordinate with City Staff (virtual)
- Attend up to three virtual project progress meetings and one combined (CMAQ and STBG) virtual comment resolution meeting
 - TYPSA will have two attendees at each meeting and will provide meeting agendas and meeting minutes.
- Assistance with required Caltrans Local Assistance Documentation and Federal Forms
 - TYPSA will assist in providing information required in order to fill out and submit LAPM and Federal Forms
 - City of Imperial will be responsible for finalizing and submitting forms.
- General Project Management and Coordination
 - This includes general administration to complete this task, including project progress monitoring, schedule management and invoicing.
- Initial Site Visit

- Quality Assurance/Quality Control – TYP SA will provide Quality Control reviews for the deliverables at each design submittal. Quality Control reviews will follow the TYP SA Quality Control Plan.

ENVIRONMENTAL, AUTHORIZATION SUPPORT AND PRE-DESIGN

TYP SA will provide the following services pertaining to Environmental, Authorization Support and Pre-Design:

- Environmental Clearance Support
 - TYP SA will provide assistance to the City in their efforts to clear the project (CEQA/NEPA). It is anticipated that both the CMAQ and STBG projects will be Categorical Exemptions and will be filed by the City of Imperial for processing.
 - Time has been included in the fee derivation for a Senior Air and Noise Specialist to assist with Environmental Clearance Support
- Assisting the City in their preparation required documentation for federal authorization and E-76/related approvals
- Utility Coordination – Utility conflicts are not anticipated and will be mitigated with the design efforts
 - TYP SA will contact the utility companies for As-Builts and Facility Maps/Records and maintain a list of utility contacts.
 - TYP SA will send out Utility Conflict Review letters at the 60% submittal for their review and response that all of their utilities have been shown correctly on the plans and confirmation that the utility company has checked the plans for any potential conflicts with their facilities.
 - TYP SA will create, update and maintain an electronic utility base file from the utility company as-builts received and surface information obtained during the topographic survey for the project.

PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TYP SA will provide the following services pertaining to PS&E:

- The proposed improvements include new sidewalk construction (CMAQ) from Old SR89 to Southern Pacific Railroad (SPRR) (approximately 1,650 feet). Driveways and ADA ramps will be included along Aten Boulevard to ensure ADA/PROWAG compliant pedestrian access on the north side of the roadway. Also included in this project is the pavement rehabilitation via mill and overlay, as well as full section dig-outs where subgrade failure is present.
- An ADA compliance review will be conducted to determine if existing ADA ramps at Old SR86 and Aten Boulevard can remain, as well as the two driveways with pedestrian walkways around the backside near SPRR.
- Plan Sheets will be prepared at 20-scale utilizing alignment provided by the survey team.
 - Plan sheets will combine the CMAQ and STBG projects while clearly separating the improvements for bidding and quantity tracking purposes.
 - Cover sheet will identify both projects, and plan sheets will differentiate quantities and limits as needed.
- Signing and Striping plan sheets along Aten Boulevard will be prepared identifying thermoplastic striping, wayfinding markers and the addition of 4-foot wide bike lanes on both sides of the road.

- Lane widths will be evaluated and coordinated with the City to ensure that there is adequate space in comparison to the City's needs
- The design sheets anticipated are included in the work hour spreadsheet.
- An initial review of the drainage will be completed to ensure no deficiencies exist
 - No drainage design is included as a part of this scope of work.
- Technical Specifications/Special Provisions will be provided at the 60% and 100% Submittals
 - TYP SA will separate the two sets of specifications for the City to comply with the CMAQ and STBG requirements.
- Construction Cost Estimates will be provided at the 60% and 100% Submittals.
 - TYP SA will separate the two sets of quantities for the City to ensure that each can be bid separately if needed.

BIDDING PHASE SUPPORT

TYP SA will provide the following services during the Bidding Phase:

- Prepare/Compile Bid Documents
 - Final Plans, Specifications, Bid Schedule
- Respond to Bidder Questions
- Prepare up to 5 Addenda
 - TYP SA will provide the necessary documentation for any required addenda (up to 5) prior to bid opening.
- Support bid review and recommendation of award
 - TYP SA will review the bid packages to ensure that all bidders are deemed responsive and provide a recommendation for award

CONSTRUCTION SUPPORT

TYP SA will provide the following services during the Construction Phase:

- Review and Respond to up to 10 Requests for Information (RFI's)
- Review and Respond to up to 15 Material Submittals
- Assist with Change Order Evaluations
 - TYP SA will review the requests and provide any additional information for Change Order processing by the City
- Provide any design clarifications and assist the City with Technical Questions
- Provide support for the City in regard to complying with Federal and Caltrans Requirements

FEDERAL AND CALTRANS COMPLIANCE (PRE & POST CONSTRUCTION)

TYP SA will provide the following services to assist with Federal and Caltrans Compliance for pre and post construction activities:

- Assistance with Caltrans LAPM Forms

PROJECT CLOSEOUT

TYPSA will provide the following services during the Project Closeout phase:

- Assistance with Project Closeout Documentation
- Preparation of Final Reports
 - TYPSA will compile all project documentation into one report for City filing purposes.
- Provide support for final project voucher and Caltrans closeout procedures
- TYPSA will assist with final inspection documentation in coordination with the City's inspector. This includes a final walkthrough.

SUBMITTALS

- TYPSA will electronically submit all deliverables for each submittal (60% and 100% Final PS&E). No reproducible plans will be provided.
- City of Imperial will advertise, bid and administer the construction project.

PROPOSED DESIGN SCHEDULE

TYPSA proposes the following design schedule:

- Notice to Proceed/Task Order Execution – March 4, 2026
- Design Kickoff Meeting (Virtual) – March 5, 2026
- Data Collection, Geotechnical Investigation, Survey, R/W Research – March/April, 2026
- 60% Design Submittal – April 8, 2026
- Comment Resolution Meeting/Progress Meeting No. 1 – April 16, 2026
- 100% Final PS&E Submittal (Signed/Sealed) – May 4, 2026

ASSUMPTIONS & EXCLUSIONS

- 30% and 90% submittals have been excluded from this scope of work.
- Utility relocation plans are not included in this scope of work.
- Utility Designating and Potholing (SUE Phase I and Phase II) are excluded from this scope of work. If potholes are determined to be needed during final design for clearance purposes, a contract modification will be required.
- Utility Designating Plans are not included in this scope of work.
- Drainage improvements required from deficiencies found during the initial drainage are not included in this scope of work.
- An earthwork report is not included in this scope of work.
- Public Involvement or Communication activities are not included in this scope of work.
- Environmental services and clearances, beyond the assistance identified in the scope above, are not included in this scope of work.
- Construction Inspections and Oversight, including Daily Construction Reports are not included in this scope of work.
 - If the City would like to include construction inspections, TYPASA will reach out to Dynamic Consulting Engineers to provide a scope and fee.
- City of Imperial will provide specifications for the ARHM Paving System to be included in the submittal packages.
- Exhibits for Stakeholder Meetings are not included in this scope of work.
- A traffic study is not included in this scope of work.
- A drainage report is not included in this scope of work.
- An ADA Feasibility Study is not included in this scope of work.
- Structural Analysis and Design plans are not included in this scope of work.
- Lighting Analysis and Lighting Design plans are not included in this scope of work.
- Traffic Counts are not included in this scope of work.
- An Initial Site Assessment (ISA) is included as an Allowance if the City of Imperial would like to move forward with this task.
- Removal Sheets are not included in the scope of work.
 - Removals of curb/gutter, driveways and ADA ramps will be identified on the plan sheets.
- Right-of-Way services are not included in this scope of work.
 - TCE's and additional R/W, if required, will be identified for City of Imperial to complete the necessary acquisitions
- Cross Sections are not included in this scope of work.
- The preparation of a Stormwater Pollution Prevention Plan (SWPPP) document to be used for submittal with a Notice of Intent (NOI) to regulatory agencies on behalf of owner or operator is not included in this scope of work.
- Erosion Control Plans/SWPPP are not included in this scope of work.
 - Erosion Control Plans will be items included in the bid schedule and will be the responsibility of the contractor.
- Traffic Control Plans are not included in this scope of work.
 - Traffic Control/Maintenance of Traffic will be items included in the bid schedule and will be the responsibility of the contractor.

Firm: TYP SA, Inc.
 501 N. 44th Street, Suite 300
 Phoenix, Arizona 85008
 Phone: (602) 454-0402

Project Name: City of Imperial On-Call
 Civil Engineering
 AZTEC Proj. No. CAMUN2411
 Task Order No. 1
 Contract Modification No. N/A
 CMAQ Phase III Sidwalks
 and STBG Pavement
 Task Order Name: Rehabilitation Projects,
 Aten Boulevard- Old
 SR86 to SPRR
 Rev. No: 0

DERIVATION OF COST PROPOSAL
 (Round Figures to the nearest \$1.00)
Estimated Direct Labor

Classification	Estimated Person-Hours	Bill Rates	Labor Costs
Senior Air and Noise Specialist	20	\$ 295.00	5,900.00
Project Manager	92	\$ 245.00	22,540.00
Senior Project Engineer	281	\$ 230.00	64,630.00
Senior Designer	256	\$ 150.00	38,400.00
Total	649		131,470.00

Subtotal Estimated Labor **\$ 131,470**

Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost -- No Mark-up)
 (See Direct Expense Documentation)
 TOTAL DIRECT EXPENSES

\$ 706

Subtotal Direct Expenses **\$ 706**

Allowances

Caltrans Initial Site Assessment (ISA)

\$ 7,500

Subtotal Allowances **\$ 7,500**

Sub Consultants

Dynamic Consulting Engineers (Survey and Mapping)
 Landmark Consultants (Geotechnical and Pavement Design)

\$ 12,000
 \$ 18,200

Subtotal Estimated Sub Consultants **\$ 30,200**

Total Estimated Cost (Labor + Direct + Allowances + Sub Consultants) **\$ 169,876**


 Signature

2/26/2026
 Date

TYPESA, Inc. CMAQ PHASE III SIDEWALKS AND STBG PAVEMENT REHABILITATION PROJECTS ON ATEN BOULEVARD PROPOSED SHEET COUNT AND HOURS PER SHEET									
TASK ORDER REQUEST	SCOPE ITEM DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Senior Air and Noise Specialist	Project Manager	Senior Project Engineer	Senior Designer
	PROJECT MANAGEMENT AND COORDINATION								
	Coordination with City Staff				12		12		
	Project Meetings (Up to 3 Progress Meeting and 1 Comment Resolution Meeting w/ 2 ppl) Including Meeting Agendas and Notes. Includes Initial Site Visit				20		16		4
	Assistance with required Caltrans Local Assistance Documentation and Federal Forms				24		24		
	General Project Management and Coordination (4 hours/week for 10 weeks)				40		40		
	Quality Assurance/Quality Control				80			80	
	SUBTOTAL - PROJECT MANAGEMENT AND COORDINATION		0		176	0	92	80	4
	ENVIRONMENTAL, AUTHORIZATION SUPPORT AND PRE-DESIGN								
	Environmental Clearance Support				12	12			
	Assistance of Preparation of Required Documentation for Federal Authorization, Including E-76 and Related Approvals				12	8		4	
	Utility Coordination (Dig Alert, Obtain Available Records, 60% Conflict Reviews, Base File)				20			12	8
	SUBTOTAL - ENVIRONMENTAL, AUTHORIZATION SUPPORT AND PRE-DESIGN		0		44	20	0	16	8
	PLANS, SPECIFICATIONS, & ESTIMATES (PS&E)								
	Improvement Plans (60% and 100%)								
	- Cover Sheet		1	8	8				8
	- General Notes and Legend		1	8	8				8
	- Typical Sections and Design Data		1	12	12				12
	- Detail Sheets (Standard Details)		2	6	12				12
	- Roadway Plans (Includes Removals, Double Stacked)	20	2	30	60				60
	- Signing and Striping Plan Sheets		2	16	32				32
	- Horizontal Control/Staking Plans for Ramps		4	15	60				60
	Specifications (60% and 100%)				24			24	
	Construction Cost Estimate (60% and 100%) and Quantity Backup				48			8	40
	SUBTOTAL - PLANS, SPECIFICATIONS, & ESTIMATES (PS&E)		13		264	0	0	32	232

TYPSA, Inc.
CMAQ PHASE III SIDEWALKS AND STBG PAVEMENT REHABILITATION PROJECTS ON ATEN BOULEVARD
PROPOSED SHEET COUNT AND HOURS PER SHEET

TASK ORDER REQUEST	SCOPE ITEM DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Senior Air and Noise Specialist	Project Manager	Senior Project Engineer	Senior Designer
BIDDING PHASE SUPPORT									
	Preparation of Bid Documents				12			12	
	Respond to Bidder Questions				12			8	4
	Prepare Addenda				12			8	4
	Support Bid Review and Award Recommendations				8			8	
	SUBTOTAL - BIDDING PHASE SUPPORT		0		44	0	0	36	8
CONSTRUCTION SUPPORT									
	Review and Respond to up to 10 RFI's				14			10	4
	Review and Respond to up to 15 Material Submittals				15			15	
	Assist with Change Order Evaluations				8			8	
	Provide Design Clarifications and Assist City with Technical Questions				8			8	
	Support Compliance with Federal and Caltrans Requirements				8			8	
	SUBTOTAL - CONSTRUCTION SUPPORT		0		53	0	0	49	4
FEDERAL AND CALTRANS COMPLIANCE									
	Assistance with required Caltrans LAPM Forms				20			20	
	SUBTOTAL - FEDERAL AND CALTRANS COMPLIANCE				20	0	0	20	
PROJECT CLOSEOUT									
	Assistance with Project Closeout Documentation				8			8	
	Assistance with the preparation of Final Reports				12			12	
	Support Final Voucher and Caltrans Closeout Procedures				12			12	
	Assistance with Final Inspection Documentation, including Final Walkthrough				16			16	
	SUBTOTAL - PROJECT CLOSEOUT				48	0	0	48	0
TOTAL TASK ORDER REQUEST			13		649	20	92	281	256

TYP SA, INC.
 CMAQ PHASE III SIDEWALKS AND STBG PAVEMENT REHABIL IATION PROJECTS ON ATEN BOULEVARD

DIRECT EXPENSE DOCUMENTATION

MILEAGE (PRIVATE VEHICLE)

	<u>Est. Miles/ Round Trip</u>	<u>No. of Trips</u>	<u>Total Miles</u>
496.4 miles/trip = 248.2 miles each direction			
Personal Mileage (Site Visit, Final Walkthrough)	504	2	1008
Total Mileage			1008

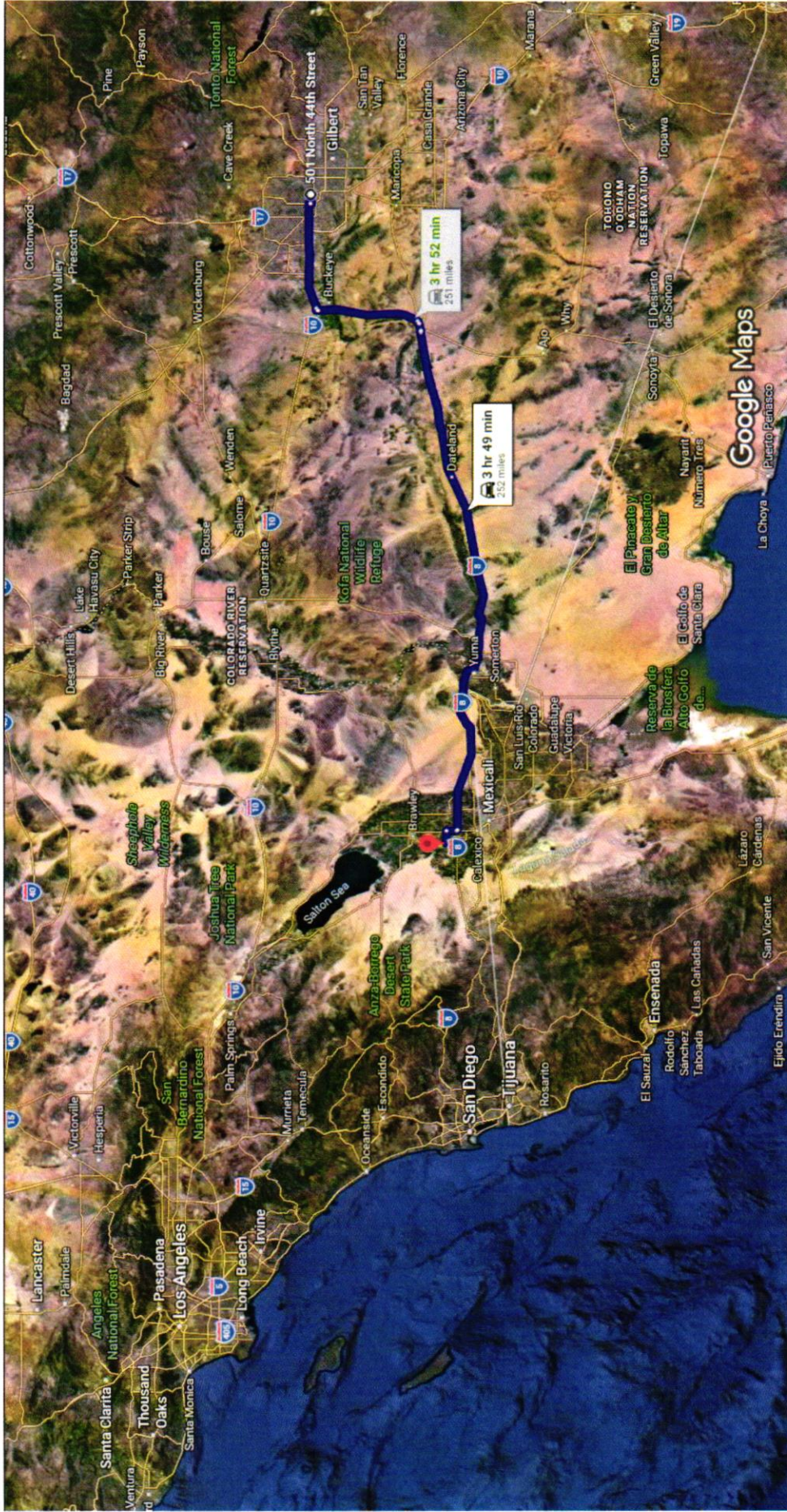
TOTAL MILEAGE COST @ \$0.70/MILE:	\$706
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TOTAL DIRECT EXPENSES	
MILEAGE (PRIVATE VEHICLE)	\$706
TOTAL DIRECT EXPENSES	\$706



501 N 44th St, Phoenix, AZ 85008 to 390 W Aten Rd, Imperial, CA 92251

Drive 252 miles, 3 hr 49 min



Imagery ©2026 NASA, Map data ©2026 Google, INEGI 20 mi

501 N 44th  Your destination is in a different time zone.

St
Phoenix,
AZ 85008

Get on I-10 W from Historic U.S. 80/E Van Buren St



February 24, 2026

TYPSA

501 N 44th Street, Suite 300
Phoenix, AZ 85008

Attn: Jack Fleming, P.E., Arizona Roadway Group Lead/Associate Vice President

Subject: Proposal for Surveying and Mapping services for Aten Road between SR86 and UPRR.

Dynamic Consulting Engineers Inc (DCE) is pleased to present this cost proposal for surveying services for the above-mentioned project.

DCE will assist TYPSA with land surveying and the preparation of a topographic base map showing existing contours, existing infrastructure within the location of the project site.

SCOPE OF WORK:

The following scope of work describes the proposed work and fees for the above-described project:

Task	Description	Proposed Fee
1	FIELD TOPOGRAPHIC AND MAPPING SURVEY – DCE will prepare the topographical and mapping survey for each location shown on Attachment (Aten Road Survey Request, prepared by TYPSA) within the streets rights-of-way. The topographical survey will cover all the requested items in said attachment. The survey will be tied to City of Imperial or Imperial County benchmark system. DCE will set aerial targets and establish three Benchmarks for the project site. DCE will provide an Orthophoto (pending FAA authorization) of the project site in the same coordinate system as the field survey. The aerial flight will be scheduled for a day and hour where said streets will have the least traffic volumes or parked vehicles to obstruct the photography. Topographic survey shots will be taken as shown on the attached exhibit. The field survey will be perform using a Total Station (Trimble SX-12).	\$ 5,760.00
2	BASE MAP and UTILITY RESEARCH – DCE will prepare a base map at a scale of 1" =20' which reflects right-of way, and any physical features for the project site. The base map will reflect the location of all utilities that are visible (poles, manholes, water valves cans, meter boxes, electrical cabinets, etc. Also, any markings from Dig Alert will be observed as well. Surface for project site will be provided.	\$ 4,800.00

4	SUPPLEMENTAL FIELD SURVEY – DCE will include 8-hours of supplemental topo or hard shots with level if needed by the Engineer at critical locations.	\$1,440.00
Surveying Total:		\$ 12,000.00

- Base Map will be created at a scale of 1" = 20'
- Files will be delivered in AutoCAD 2025 or higher.
- Deliverables will include:
 - ◆ Orthophoto (Pending FAA approval)
 - ◆ 2D Topographic Base Mapping with Existing R/W line work
 - ◆ 3D Surface
 - ◆ Field notes, cut sheets, Control Data and Survey Report.

COST PROPOSAL

DCE will provide the services mentioned in the scope of work for a lump sum fee of **\$12,000.00.**

Again, thank you for giving Dynamic Consulting Engineers, Inc (DCE) the opportunity to serve you.



David Beltran, P.L.S.
Survey Manager

Aten Road Survey Request:

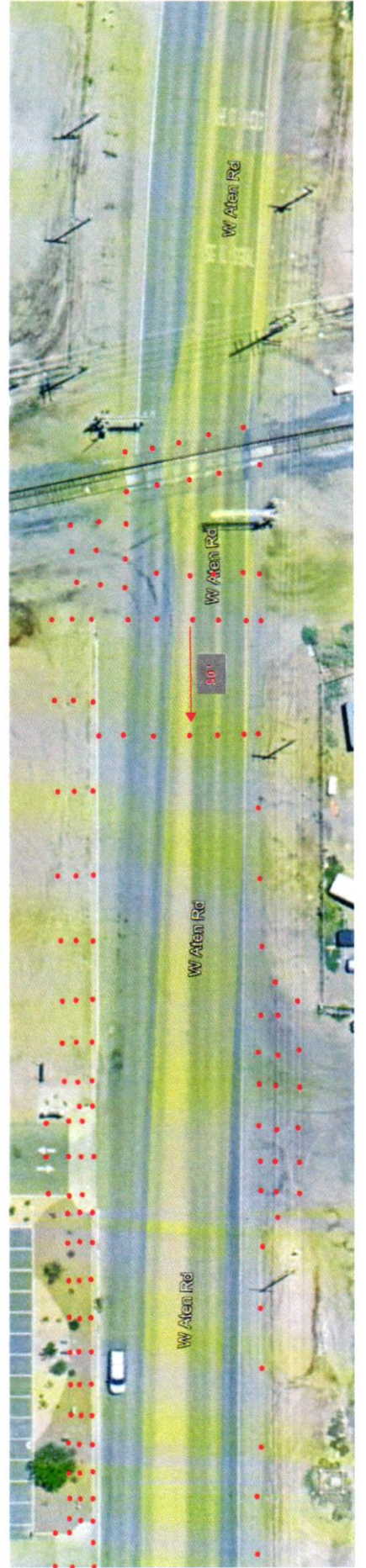
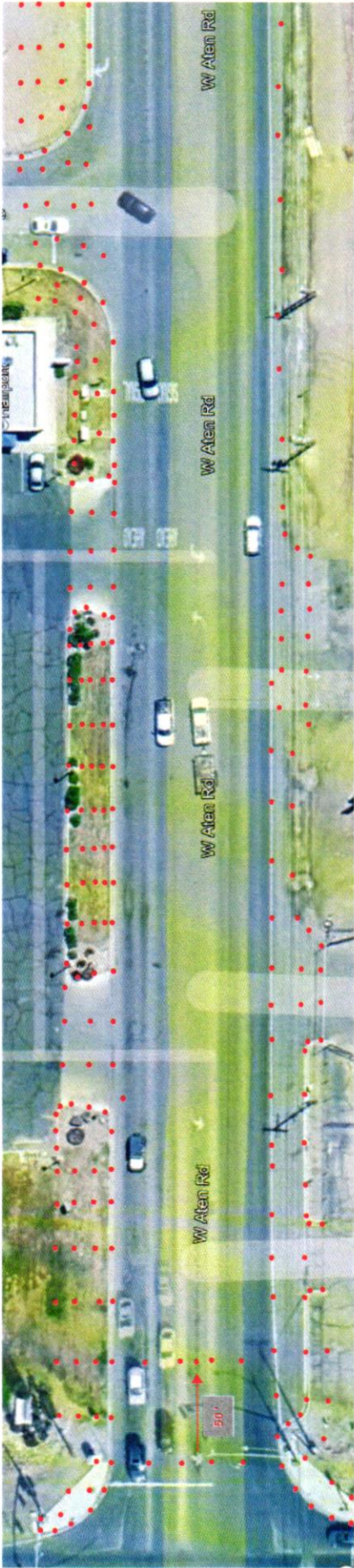
- All curb and gutter
 - Back of Curb, Top of Curb, Flow Line, Lip of Gutter
 - All intermediate Points on curves
 - Existing ADA Ramps at SR86/Aten
- Existing Ground behind existing Curb/Gutter (north side)
 - Cross Sections for S/W design
- Existing Ground behind edge of pavement (south side)
 - Pick up any fence lines
- All driveways and shots in the middle for cross slopes
 - 25' beyond the driveway for tie-in purposes
- All landscaping features that fall within the proposed survey area
 - Shrubs, plants, boulders,
- Any other visible items that should be picked up
 - Mailboxes, permanent signs, traffic signs, fences, gates, railroad tracks, bollards,
- All visible utility appurtenances
 - Manhole Frames/Covers
 - Valve Can Covers
 - Hand holes and pull boxes
 - Hydrants
 - Signal Poles
 - Utility Poles
 - Light poles and foundations
 - Guy Wires
 - Pedestals
 - Electrical Meters
 - Cabinets and walkways leading to them
 - Traffic Loops
 - Gas Line Markers (record offsets if listed)
- Roadway Cross Sections (Every 50')
 - Edge of Pavement, Edge Striping, Lane Striping/Buttons, Roadway Crown

Deliverables:

- Ortho Images at 20 Scale
- 2D Topographic Base Mapping with Existing R/W Line work included
- 3D Surface
- Field Notes, Cut Sheets, Control Data and Survey Report

Include up to 8 hours of additional supplemental topo and data processing if needed.

Total Station/Level Loop desired for Sidewalk Design/Curb and Gutter areas





780 N. 4th Street
El Centro, CA 92243
(760) 370-3000
(760) 337-8900 fax

77-948 Wildcat Drive
Palm Desert, CA 92211
(760) 360-0665
(760) 360-0521 fax

February 25, 2026

Mr. Jack Flemming, PE
TYP SA US
501 N. 44th Street, Suite 300
Phoenix, AZ 85008

**Proposal for Pavement Study
Aten Road from SR86 to UPRR
Imperial, California
*LCI Proposal No. L26-041G***

Dear Mr. Flemming:

Landmark Consultants, Inc. is pleased to provide this proposal for pavement section investigation on Aten Road between SR 86 (Imperial Avenue) and the Union Pacific Railroad tracks in southern Imperial, California. The City of Imperial has requested that the existing asphaltic pavement sections be determined and recommendations for rehabilitation or reconstruction of the existing pavement structural sections. Recommendations for driveway/sidewalk replacement is also requested.

SCOPE OF SERVICES

The field investigation will consist of coring through the existing asphaltic concrete structural section (4 locations) to an approximate depth of 3 feet below the surface of the pavement. The bore locations will be premarked and USA Underground Alert notified prior to conducting any work in the roadway. Traffic control (2 flagmen) will be utilized during the roadway drilling.

Borings will be advanced through the pavement with a truck-mounted, CME 75 drill rig using 8-inch diameter, hollow-stem, continuous flight augers. A professional engineer will observe the drilling operations and maintain a log of the soil encountered and sampling depths, visually classify the soil encountered during drilling in accordance with the Unified Soil Classification System, and obtain drive tube and bulk samples of the subsurface materials at selected intervals. Borings will be backfilled with auger cuttings and asphalt cold patch after drilling is completed.

ENGINEERING ANALYSES AND REPORT

We will provide one (1) pdf of our pavement evaluation report that describes the work performed, the roadway structural layers and subsurface soils encountered, and presents the findings of our work, along with professional opinions regarding new roadway structural sections for the anticipated traffic. Our report will address the following:

- USCS classification of subgrade soil
- Pavement structural section design criteria
 - Cold-in Place
 - Full Depth Reclamation
 - Conventional Structural Section
 - Geogrid reinforced base
 - Mill and fill

FEE

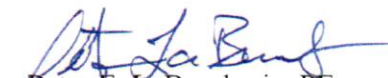
The fee for the services described above follows:

Pavement Investigation	\$10,700
City of Imperial Encroachment Permit (Traffic Control Plan)	\$2,800
Traffic Control signage/cones	\$4,700

The fees do not include: environmental studies, consultation during design, design meetings, construction services and any public agency fees for encroachment permits. It is our understanding that State prevailing wages will be applied to all field work. The fee does not include any costs for environmental studies or plan review during project design. The proposal is valid for 90 days from proposal date. Additional services will be provided in accordance with our fee schedule rates, which are current when the additional services are requested. The opportunity to provide professional services for project design is appreciated. ***The fee is due within 30 days of issuance of the report.***

Our field work will normally commence after approval for drilling, approximately 3 weeks after receiving authorization to proceed, depending on the weather and site conditions. The report will be submitted approximately one week after completion of the field work.

Sincerely Yours,
Landmark Consultants, Inc.


Peter E. LaBrucherie, PE
Principal Engineer

**Agenda Item
No.**

C-2

DATE SUBMITTED 2/25/26
 SUBMITTED BY Parks and Recreation
 DATE ACTION REQUIRED 3/4/26

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

**IMPERIAL CITY COUNCIL
AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:

1. AUTHORIZE STAFF TO SEEK PROPOSALS (RFP) FOR THE IMPERIAL REGIONAL PARK DEVELOPMENT PROJECT

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

The City of Imperial owns approximately 143 acres of agricultural land designated as a future site for the Regional Park Project. The project site is located on La Brucherie Rd. between Larsen and Ralph Rd. in the northern portion of the city limits.

As City Council is already aware, the city has been awarded appropriation funding in the amount of 1.5 million dollars. With the support of Congressman Dr. Ruiz and Senator Schiff's office, we will be utilizing the funding allocated to complete the design and technical work for this much needed project.

Please see the attached Staff Report

FISCAL IMPACT: N/A

FINANCE
INITIALS

DP

STAFF RECOMMENDATION: It is the department's recommendation for the City Council to authorize staff to seek proposals for the Imperial Regional Park Development Project

DEPT. INITIALS

[Signature]

MANAGER'S RECOMMENDATION:

approve

CITY
MANAGER'S
INITIALS

OHM

MOTION:

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

STAFF REPORT

To: Honorable Mayor and Members of the City Council

From: Anthony “Tony” Lopez, Director/ Parks and Recreation Department

Date: 3/4/26

Subject: Authorization to Staff to release a Request for Proposals (RFP) for Comprehensive Park Master Planning, Feasibility Analysis, Engineering, and Design Services for the Imperial Regional Park Project

RECOMMENDATION

Staff recommend that the City Council authorize staff to prepare and issue a Request for Proposals (RFP) for professional consulting services to support feasibility analysis, community engagement, master planning, engineering design, and the preparation of construction documents for future park development.

BACKGROUND

The city seeks to evaluate opportunities for future park development and ensure that planning, design, and implementation efforts are supported by robust technical analysis and meaningful community input. To accomplish this, staff proposes issuing an RFP to secure a qualified multidisciplinary consultant team.

The selected consultant will assist the city in assessing site feasibility, developing conceptual and master planning alternatives, preparing engineering-level designs, and supporting the city through the construction documentation process.

DISCUSSION

A. Feasibility & Site Assessment

The consultant will conduct a comprehensive evaluation of the project site(s), including:

- Environmental constraints analysis
- Hydrology and drainage assessment
- Geotechnical review
- Utility availability and infrastructure needs
- Cost-benefit and operational feasibility
- Regulatory and permitting requirements
- Development of a funding strategy to secure financing for selected projects

This phase will help determine the viability of various development options and identify any constraints or opportunities that may influence the master planning process.

B. Community Engagement

To ensure the project reflects community priorities, the consultant will lead a robust public engagement process, including:

- Stakeholder interviews
- Public workshops and surveys
- Preparation of presentation materials and facilitation of outreach events

This engagement will help shape the park's vision, programming elements, and design direction.

C. Master Planning & Conceptual Design

The consultant will prepare multiple conceptual layouts and planning scenarios that consider both short- and long-term development objectives. Tasks include:

- Development of multiple conceptual park layouts
- Exploration of various development options and scenarios
- Circulation and access planning
- Integration of habitat and natural resources
- Identification of program elements (trails, sports fields, playgrounds, event spaces, etc.)
- Preparation of detailed financial analysis, including cost estimates, revenue projections, and return-on-investment calculations
- Identification of potential barriers, risks, and mitigation strategies

This phase will culminate in a comprehensive master plan document.

D. Engineering & Technical Design

To advance the preferred master plan toward implementation, the consultant will provide technical design services, including:

- Civil engineering (grading, drainage, utilities)
- Structural engineering (bridges, shelters, overlooks)
- Landscape architecture
- ADA compliance review
- Sustainable design strategies

These efforts will ensure the project is technically feasible and ready for construction documentation.

E. Construction Documents & Support

The consultant will prepare detailed construction documents and provide support during the bidding and construction phases. Deliverables include:

- 30%, 60%, 90%, and final design packages
- Technical specifications
- Bid support and Addenda preparation
- Construction administration services (optional or as needed)

DELIVERABLES

The RFP will require the consultant to provide the following:

- Feasibility report
- Community engagement summary
- Master plan document
- Conceptual renderings
- Engineering drawings and specifications
- Cost estimates and phasing plan

FISCAL IMPACT

The fiscal impact will be determined following receipt of proposals. Staff will return to the City Council with a recommended consultant and contract amount for approval.

CONCLUSION

Authorizing staff to issue the RFP will allow the City to advance its park planning efforts, evaluate development feasibility, and prepare for future capital improvements supported by community input and technical analysis

DATE SUBMITTED 02/26/2026
 SUBMITTED BY Kristen Smith
 DATE ACTION REQUIRED 03/04/2026

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. Authorization to solicit proposals for City Attorney Professional Services for the City of Imperial	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Staff is requesting authorization to solicit proposals for City Attorney Professional Services. The proposal will be advertised for two weeks following Council's approval. Following receipt of proposals, City Manager Morita will make a recommendation to the Council during a regular meeting.	
FISCAL IMPACT: NOT TO EXCEED To be determined at award	FINANCE INITIALS <u>JMS</u> RFP 2026-01 01-120-5210
STAFF RECOMMENDATION: It is staff's recommendation to authorize the solicitation of proposals for City Attorney Professional Services.	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>OHM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:



**NOTICE INVITING PROPOSALS
FOR
CITY ATTORNEY SERVICES**

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) to provide services as the City Attorney on a contractual basis will be received at the Office of the City Manager, 420 South Imperial Avenue, Imperial, CA 92251, until **5:00 P.M. Local Time, Thursday, March 19, 2026.**

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

OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER: The RFP documents may be downloaded via the internet at www.cityofimperial.org/rfp. If you have any questions about submitting a proposal, please contact Kristen Smith, Human Resources Director, via email at HR@imperial.ca.gov or by phone at (760) 355-3807.

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

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

CONTACT: Kristen Smith
Human Resources Director
ksmith@imperial.ca.gov

Alyssa Ferrell
Human Resources Analyst Human Resources
aferrell@imperial.ca.gov
Phone: (760) 355-3807



**Request for
Proposal
(RFP)2026-01**

**City Attorney
Services**

**City of Imperial
420 S Imperial Ave
Imperial, CA 92251**

Submission Deadline:
March 19, 2026

OVERVIEW AND BACKGROUND

Background

The City of Imperial is committed to promoting and providing for the safety, health, and welfare of its citizens and business community. Incorporated in 1904, the City of Imperial is a General Law City that operates under a Council-Manager form of government. The City is governed by a five-member Council and a five-member Planning Commission. Imperial delivers municipal services through nine (9) departments: City Manager's Office, Community Development, Finance, Human Resources, Information Technology, Library, Parks and Recreation, Police, and Public Services. Fire services in Imperial are provided by the Imperial County Fire Department.

City Objectives

The City of Imperial wishes to continue its practice of acquiring its legal services on a contract basis. The City Attorney serves at the pleasure of the City Council as a directly appointed position. The City Attorney is an integral part of the City's management team and, aside from their role as legal advisor, is expected to participate in management activities and functions as directed by the City Manager.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submittal

Proposals must be received no later than the close of City business, March 19, 2026. The delivery address follows:

City of Imperial
Attn: Kristen Smith, Human Resources Department
420 S Imperial Avenue, Imperial, CA 9225

Email: HR@imperial.ca.gov

General Instructions

Proposals should be a straightforward, concise description of the Applicant's firm, background, qualifications, capabilities to satisfy the requirements of this RFP, and proposed pricing. The proposing party is responsible for all costs incurred in preparation and submittal of a proposal.

Proposal Format

An Applicant should consider including information of the kind listed below, along with any other information the Applicant believes would assist the City in assessing the proposal:

- Detailed description of Applicant's qualifications, as further detailed below under "Qualifications", and ability to perform those services listed under "Scope of Services."
- Experience, in detail, of providing government/municipal legal services.

- Identify the principal attorney who will serve as the City Attorney and any other functions requested under the Scope of Services.
- Identify the location of the company headquarters and the office from which the City attorney would be working.
- A description of the Applicant’s background, nature of business, and organizational history.
- Proposed Fee Schedule/Pricing, as further discussed below.
- Signature of a person empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it.
- A statement indicating the proposal remains valid for at least 90 days from the deadline for receipt of proposals, with an automatic extension should the proposer be selected for negotiation.
- A statement regarding any potential conflicts of interest that the Applicant, or any individual who will perform work, may have.
- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e., Corporation, LLP, etc.).
- Provide the Proposal contact name, address, phone number, and email address.
- Staff services available (clerical support, paralegals, other non-attorney staff).
- Awards, honors, or public recognition of the principal attorney and the firm.
- References.

RFP Schedule of Events

RFP Event	Date
1 City Issues RFP	March 5, 2026
2 Deadline for Receipt of Proposal	March 19, 2026
3 Interview(s)	March 31, 2026
4 Agreement to City Council	April 15, 2026
5 Contract Start Date	May 1, 2026

The City reserves the right, in its sole discretion, to adjust the schedule, waive variances or irregularities, or reject all proposals.

QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants will preferably have five (5) or more years of municipal legal experience in California as a Municipal Attorney. Further, it is required that the City Attorney have experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to City staff and the Council on matters including land use appeals, code enforcement, and misdemeanor violations of City code.
- Experience with and knowledge of the law governing general law cities.
- Experience regarding land use regulations related to public land use and planning, environmental law, including the California Environmental Quality Act (CEQA), general plans, code enforcement, and other related areas of law, administrative law, personnel law, and other areas of municipal law.

- Experience with public sector employment and personnel matters.
- The City Attorney should have litigation experience and experience monitoring or supervising litigation.
- The City Attorney must demonstrate the ability to speak clearly, concisely, and effectively in public.
- The City Attorney must have the ability to relate easily and effectively with all members of the City Council, staff, and the public.

SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City staff in the performance of their daily duties in the operation of City business. The City Attorney is an integral member of the City's management team. As such, the City Attorney's participation will go beyond purely legal matters and will involve City special events. The general responsibilities of the City Attorney include, but are not limited to, the following, and shall be considered to be services covered by the retainer:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, the City Manager, Committees, and City staff. Contacts are typically made by way of a written legal services request, but in any case, flow through the City Manager's office. Each such request will include a response deadline, which may be the same or the next day.
- Maintain availability for in-person presence at the City during such times as mutually determined.
- Attendance at meetings, including City Council, Planning Commission, Library Board, and other City bodies, unless excused by the City Manager.
- Provide guidance on parliamentary procedures and matters concerning requirements of such areas, including the Brown Act, Public Records Act, Political Reform Act, CEQA, tort liability and risk, due process, and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice and public administration.
- Prepare, review, and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions, including appeals, public improvements, easements, dedications, rights-of-way, and City Council staff reports.
- Advise the City in litigation. Represent the City in the prosecution of City ordinance violations.
- Represent the City in inter-agency projects and other legal matters.
- Oversee the City's risk management program and defense of claims covered by the City's self-insurance.
- Review compliance with public records requests and records destruction.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial matters.
- Designing, drafting, and updating the City's Municipal Code.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance.

Fee Schedule/Pricing

The incumbent City Attorney currently provides the services outlined in this RFP for a fixed monthly retainer of eight thousand dollars (**\$8,000**), covering **sixty (60) hours** of service per month. However, as the City's legal requirements have evolved over recent years, it is anticipated that the scope of the new contract will exceed the current arrangement. Proposers should take this expected growth into account when drafting their proposed fee schedules. The existing agreement is available upon request through the City Clerk's Office.

- A description of the sort of matters that would not be included in the monthly retainer. The City expects to be charged an hourly rate for litigation in which the City is a defendant, and the matter is excluded from coverage under its self-insurance program. It is also understood that certain specialized matters may require the services of outside counsel. Those matters would be determined on a case-by-case basis.
- If the proposal will require hourly compensation for time spent beyond a specified number of hours in a month, please provide an hourly rate for all of the individuals who may be working with the City from the Applicant's office for services not included in the retainer.
- The proposal should provide the amount of the monthly retainer and the number of hours included in the retainer.