

DATE SUBMITTED 05/29/2015  
 SUBMITTED BY HR Manager  
 DATE ACTION REQUIRED 06/03/2015

**Agenda Item No D-3**  
 CITY COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

**SUBJECT: DISCUSSION/ACTION: SERVICE AGREEMENT BETWEEN CITY OF IMPERIAL AND IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) FOR HUMAN RESOURCES SERVICES.**

1. APPROVAL OF AGREEMENT BETWEEN CITY OF IMPERIAL ANC ICTC.

**DEPARTMENT INVOLVED: City Manager/Human Resources/Risk Management**

**BACKGROUND/SUMMARY:**

In 2011, City of Imperial first partnered with Imperial County Transportation Commission (ICTC) to provide Human Resources services during their transition from Imperial County. In 2012, the agreement was extended for an additional two years on an as-needed basis. ICTC has again requested a two-year extension for the Human Resources Department to provide these services with an additional increase for anticipated projects coming up in 2015 and 2016. City of Imperial will continue to receive 100 percent reimbursement for all costs associated with providing this service. City Attorney Dennis Morita has reviewed the agreement and agrees to the form of the contract.

**FISCAL IMPACT: \$20,000 annually**

**STAFF RECOMMENDATION:** City staff respectfully recommends that Council review and approve the Service Agreement and direct staff to execute the Agreement as presented.

**MANAGER'S RECOMMENDATION:**

**MANAGER'S INITIALS** MDB

**MOTION:**

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

1 MODIFICATION AGREEMENT

2  
3 THIS MODIFICATION AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2015, is by and  
4 between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION**, a political subdivision of  
5 the State of California (“ICTC”), and the **CITY OF IMPERIAL**, a municipal corporation (“CITY”).

6 WITNESSETH:

7 **THAT WHEREAS**, ICTC and CITY entered into that certain agreement for professional  
8 Human Resource services dated June 26, 2013, (“the Agreement”), attached hereto as **Exhibit “1”** and  
9 incorporated herein by this reference; and

10 **WHEREAS**, during the course of the performance of that Agreement the parties thereto  
11 became aware that additional work would be required; and

12 **WHEREAS**, the parties to that Agreement have identified the nature and cost of such  
13 additional work and wish to provide for the completion of the additional work so identified;

14 **NOW THEREFORE**, for and in consideration of the promises and payments herein set forth,  
15 COUNTY and PROVIDER have and hereby agree as follows:

- 16 1. Paragraph 8 of the Agreement shall be modified to read as follows:

17 “8. TERM

18 The term of this Agreement shall be from July 1, 2013 through June 30, 2017”.

- 19 2. Paragraph 6 of the Agreement shall be modified to read as follows:

20 “6. COMPENSATION

21 6.1 For the period of July 1, 2013 through June 30, 2015, the total compensation payable  
22 under this Agreement shall not exceed \$15,000 per year.

23 6.2 For the period of July 1, 2015 through June 30, 2017, the total compensation payable  
24 under this Agreement shall not exceed \$20,000 per year.”

25 3. All other terms and conditions are and will remain in full force and effect. There are no  
26 other modifications, express or implied except as herein provided.

27 ///

28 ///

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first  
2 above written.

3  
4 **IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

**PROVIDER: CITY OF IMPERIAL**

5  
6 By: \_\_\_\_\_  
7       Chairperson

By: \_\_\_\_\_  
      Mayor

8 Imperial County Transportation Commission  
9 State of California

City of Imperial,  
State of California

10  
11 **ATTEST:**

**ATTEST:**

12  
13 \_\_\_\_\_  
14 **CRISTI LERMA,**  
Secretary to the Commission

\_\_\_\_\_ **DEBRA JACKSON, City Clerk**  
City of Imperial, State of California

15 **APPROVED AS TO FORM:**

16  
17 **MICHAEL L. ROOD**  
County Counsel

18  
19 By: \_\_\_\_\_  
20 **GEOFFREY P. HOLBROOK**  
Senior Deputy County Counsel

By: \_\_\_\_\_  
21 **DENNIS MORITA,**  
City Attorney, City of Imperial