



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
March 05, 2024 at 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

This meeting will be broadcast live at www.facebook.com/cityofbrawley

Ramon Castro, Mayor
Donald L. Wharton, Mayor Pro-Tempore
Gil Rebollar, Council Member
Luke Hamby, Council Member
George A. Nava, Council Member

William Smerdon, Acting Deputy City Clerk
William Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Tyler Salcido, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

2. PUBLIC APPEARANCES/COMMENTS (Not to exceed 4 minutes.)

This is the time for the public to address the Council **on any item not appearing on the agenda** that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous, or which may invade an individual's personal privacy. Please direct your questions and comments to the City Council.

Any member of the public is invited to submit public comments in advance of the meeting to be read at the meeting. Please email your questions to jramos@brawley-ca.gov or call 760-351-3059 any time before 2:00 PM, March 05, 2024.

- a. Public Comments for Items not on the Agenda
- b. Presentation of Certificate of Recognition to Juan Antunez. Presented by Mayor Ramon Castro, Brawley City Council.
- c. Presentation of Certificate of Recognition to Delarie "DJ" Juarez. Presented by Mayor Ramon Castro, Brawley City Council.
- d. Presentation of Certificate of Recognition to Josefa Villegas Torres. Presented by Mayor Ramon Castro, Brawley City Council.

3. CONSENT AGENDA

Items are approved by one motion. Council Members or members of the public may request consent items be considered separately at a time determined by the Mayor.

- a. Approve City Council Minutes: February 20th, 2024
(1 Attachment)
- b. Approve demand check registers processed from Feb. 10, 2024 to Feb. 23, 2024.
(2 Attachments)
- c. Receive and file the Second Quarter Fiscal Year 2023/24 Treasury Report for Quarter Ended December 31, 2023.
(1 Attachment)

- d. Authorize a one-time payment for consultant Hinderliter de Llamas & Associates for Sales Tax Recovery Audit Fee.
(2 Attachments)
- e. Approve a Letter of Support to protect dedicated Regional Early Action Planning grants (REAP2.0) Program Funding.
(1 Attachment)
- f. Approve Memorandum of Understanding (MOU) between the City of Brawley and Clean Water Ventures, Inc. (CWV) to potentially develop, own, operate, install, and maintain Modular Hydro-Thermal Technology (MHTT) Clean Water-Green Energy Systems.
(1 Attachment)

4. CITY MANAGER REPORT

5. REGULAR BUSINESS

- a. Review and approve Professional Services Agreement with Tripepi Smith to provide public outreach services pertaining to a potential local ballot measure for upcoming municipal election. This agreement for a term of one (1) year, is for a not to exceed amount of \$152,300.00. Presented by Thomas Garcia, Assistant to the City Manager.
(4 Attachments)
- b. Review and potential action to approve first reading of the draft ordinance designed to address concerns about noise issues in City limits. Presented by William Smerdon, City Attorney.
(1 Attachment)
- c. Review and approve Professional Services Agreement Amendment No. 1 with Dutton Consulting for the continued Professional Consulting Services to proposed Rancho Los Lagos development activities and anticipated LAFCO hearing in early 2025; and authorize the City Manager to execute this agreement. Presented by Thomas Garcia, Assistant to the City Manager.
(1 Attachment)
- d. Discuss and approve Resolution 2024-__ and Ordinance 2024-__ (first reading) to authorize installation of a stop sign for westbound traffic at the intersections of Legion Street and Walmart access road. Presented by Rom Medina, Director of Public Works Operations.
(4 Attachments)
- e. Discuss and approve award of contract for Specification No. 2023-04, Road Improvements Projects at Various Locations, to LC Paving & Sealing Inc. Contract amount of \$563,298.00, authorize at 20% contingency of \$112,659.60 for a total

project amount of \$675,957.60. Further, authorize the City Manager to execute all documentation in relation to this project. Presented by Rom Medina, Director of Public Works Operations.

(1 Attachment)

6. PUBLIC HEARINGS

a. Public Hearing to hear and consider objections to the sale of real property described as:

1. The north sixteen (16) feet of Lot 4, Block 126, Original Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial County; and

2. The south twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, per Map No. 16, Official Records of Imperial County, California.

(1 Attachment)

5. REGULAR BUSINESS (CONTINUED)

f. Discussion and potential action to adopt Resolution 2024-__ considering objections to the sale of real property. Presented by William Smerdon, City Attorney.

(1 Attachment)

6. PUBLIC HEARINGS (CONTINUED)

b. Public Hearing to hear and consider objections to the sale of real property described as:

1. Parcel 1, which consists of approximately 24,709 square feet and is described as: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1 BLK123 TSTE, APN: 047-231-013; and

2. Parcel 2, which consists of approximately 28,382 square feet and is described as: LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

(1 Attachment)

5. REGULAR BUSINESS (CONTINUED)

- g. Discussion and potential action to adopt Resolution 2024-__ considering objections to the sale of real property. Presented by William Smerdon, City Attorney.

(1 Attachment)

7. INFORMATIONAL REPORTS

- a. Monthly Staffing Report for March, 2024.

(1 Attachment)

8. CITY COUNCIL MEMBER REPORTS

9. CITY ATTORNEY REPORT

10. CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- a. Joint Powers Insurance Authority (JPIA) for Insurance Claims Discussions

The Legislative Body, as a Member of a Joint Powers Authority, formed for purposes of insurance pooling pursuant to G.C. Section 6500 et seq., will meet in closed session to discuss claims for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the Joint Powers Agency or a Local Agency Member of the Authority. There are twenty-one (21) Potential Claims (G.C. 54956.9)

- b. Significant exposure to litigation pursuant to paragraph (2) or (3) subdivision (d) of Section 54956.9: (2 cases)

b. EXISTING LITIGATION

- a. Conference with Legal Counsel — One (1) Case (Government Code §54956.9)
Name of Case: Vertical Bridge Development, LLC vs. City of Brawley

ADJOURNMENT: *Regular Meeting March 19, 2024 @ 6:00 PM*, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3059.

William Smerdon, Deputy City Clerk

CITY OF BRAWLEY
February 20, 2024

The City Council of the City of Brawley, California met in regular session at 6:00 p.m., City Council Chambers, the date, time and place of said meeting was duly established. The Deputy City Clerk attests to the posting of the agenda pursuant to Cal. Govt. Code § 54954.2.

REGULAR MEETING:

Mayor Castro called the meeting to order at 6:00 p.m.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

PRESENT: Castro, Wharton, Rebollar, Hamby, Nava

PRESENT VIA ZOOM: None

ABSENT: None

INVOCATION: CM Hamby

PLEDGE OF ALLEGIANCE: Chief Duran

1. APPROVAL OF AGENDA:

The Agenda was approved. m/s/c Nava/Hamby 5-0

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

2. PUBLIC APPEARANCES/COMMENTS: (Not to exceed four minutes) this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. Please direct your comments to the City Council.

Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to jramos@brawley-ca.gov or call 760-351-3080 any time before 2:00 pm, February 20, 2024.

Procedures to "swiftly" accommodate any reasonable request to accommodate access by disabled individuals to meetings that are accessible telephonically or through other electronic means in accordance with the Americans with Disabilities Act ("ADA") are in place.

Notice of the procedure is provided for making requests for such reasonable accommodation is provided with the notice of the public meeting.

a. Public Comments Not on the Agenda:

1. David Aguire, director of ICTC made a presentation regarding new bus stops. His comments may be viewed at:

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

- b. Presentation of Certificate of Recognition to the Brawley Union High School Academic Decathlon Team. Presented by Mayor Ramon Castro, Brawley City Council.

The presentation may be viewed at: <https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

3. CONSENT AGENDA: Items are approved by one motion. Council members or members of the public may request consent items be considered separately at a time determined by the Mayor. m/s/c Nava/Rebollar 5-0

- a. **Approved** City Council Minutes: February 6, 2024.
- b. **Approved** Accounts Payable: January 27, 2024 to February 9, 2024.
- c. **Ratified** Letter of Support for Los Amigos De La Comunidad, Inc. dated February 5, 2024.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

4. CITY MANAGER REPORT:

The City Manager had nothing to report.

5. STUDY SESSION:

- a. Review and discuss General Fund Projections, request additional information, and/or provide Staff direction on specific matters to focus on. Presented by Silvia Luna, Interim Finance Director.

The presentation and discussion may be viewed at:

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

6. REGULAR BUSINESS:

- a. Review and potential action to approve first reading of the draft ordinance designed to address concerns about noise issues in City limits. Presented by William Smerdon, City Attorney.

The Council reviewed the ordinance and received public comments. Council directed staff to make revisions.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

- b. Review and adopt Resolution 2024-__ expressing Council's intention to sell the real property which was dedicated to the City in 1953 for the construction of an alley. Presented by William Smerdon, City Attorney.

The resolution was adopted. m/s/c/ Hamby/Nava 5-0.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

- c. Review and adopt Resolution 2024-__ expressing Council’s intention to sell the real property which has been commonly referred to as the Ulloa Street property. Presented by William Smerdon, City Attorney.

The resolution was adopted. m/s/c Wharton/Rebollar 5-0.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

7. PUBLIC HEARING:

- a. Public Hearing on the PLHA Plan for the Permanent Local Housing Allocation Program. Presented by Cynthia Mancha, Consultant City Planner.

The presentation may be viewed at:

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

The Mayor opened the public hearing at 7:40. There were no comments from the public. The Mayor closed the public hearing at 7:41.

6. REGULAR BUSINESS, CONT.:

- d. Pass and adopt Resolution 2024-_ authorizing the application and adopting the PLHA Plan for the Permanent Local Housing Allocation Program. Presented by Cynthia Mancha, Consultant City Planner.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

The resolution was adopted. m/s/c Wharton/Hamby 5-0.

8. CITY COUNCIL MEMBER REPORTS:

The City Council reports are available on the City of Brawley’s website and are available on the City’s audio record of the meeting.

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

9. CITY ATTORNEY REPORT:

The City Attorney reported that there was nothing to discuss in regard to matter number one on the closed session agenda inasmuch as we are still waiting for the Court’s decision regarding the City’s motion to recover attorneys’ fees. He deferred the remainder of the report to Closed Session

<https://www.youtube.com/watch?v=gc0Xhiz5ADo&t=12s>

10. CLOSED SESSION:

- a. EXISTING LITIGATION (C.G.C. Section §54956.9)

Conference with Legal Counsel— One (1) Case Name of Case: Vertical Bridge Development, LLC vs. City of Brawley

This item was addressed in the City Attorney's report, there was nothing to discuss.

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APNS 047-231-013 and 014

Agency negotiator: City Manager

Negotiating parties: Mark Gaddis

Under negotiation: Disposition of City Land.

Information was provided to Council. No action was taken.

The meeting was adjourned at 8:50 p.m.

William Smerdon, Deputy City Clerk

City of Brawley



City Council
 March 05, 2024
 Agenda Item No. 3b

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Maria Padilla, Senior Accounting Assistant
Subject: Demand check registers processed from Feb. 10, 2024 to Feb. 23, 2024

RECOMMENDATION:

Approve demand check registers processed from Feb. 10, 2024 to Feb. 23, 2024.

BACKGROUND INFORMATION:

Routine bills and payroll processed between Council meetings included the following:

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	245	124	0.00	862,328.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	4,283.00
EFT's	21	10	0.00	-122,379.76
	267	136	0.00	744,231.76

Utility refunds included the following:

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	2	268.28
		Refund Total:	268.28
		Total for Period:	268.28

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Check Report by Check Number

REPORT COORDINATED WITH (other than person preparing the staff report):

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved – 2/27/2024

Approved – 2/27/2024



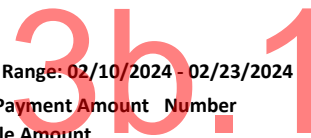
City of Brawley

3b.1 Check Report

By Check Number

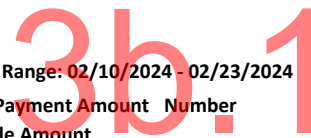
Date Range: 02/10/2024 - 02/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account						
01665	The Bank of New York Mellon Trust CO N.A.	02/14/2024	EFT	0.00	-207,132.23	578
02405	Brawley Analytical Inc.	02/16/2024	EFT	0.00	1,664.00	579
0117	Invoice	02/13/2024	Water Testing/Labs	0.00	314.00	
INV-000125	Invoice	02/13/2024	Laboratory Analytical Testing/Biosolids	0.00	1,350.00	
00575	Enterprise FM Trust	02/16/2024	EFT	0.00	19,803.16	580
FBN4949381	Invoice	02/12/2024	R & M Cost/Unit Leases/Maintenance Fee...	0.00	19,803.16	
02362	Garage Door Repairs Gallo Inc	02/16/2024	EFT	0.00	640.00	581
1200	Invoice	02/14/2024	Service/Commerical Gate Opener & Progr...	0.00	640.00	
01044	Lee & Ro Inc	02/16/2024	EFT	0.00	45,450.89	582
1183-05/26	Invoice	02/13/2024	WTP Valve & Actuator Replacement 7/1/2...	0.00	2,736.00	
1183-07/08	Invoice	02/13/2024	WTP Raw Water Storage Pond Liner 5/27/...	0.00	2,496.00	
1183-07/09	Invoice	02/13/2024	WTP Raw Water Storage Pond Liner 9/30/...	0.00	6,756.67	
1183-07/10	Invoice	02/13/2024	WTP Raw Water Storage Pond Liner 11/1/...	0.00	3,135.00	
1183-08/07	Invoice	02/13/2024	WWTP Ultra Violet Disinfection Facility Up...	0.00	3,255.02	
1183-08/08	Invoice	02/13/2024	WWTP Ultra Violet Disinfection Facility Up...	0.00	2,332.50	
1228-05/03	Invoice	02/13/2024	WTP Storage Tank Rehabilitation 8/26/23 -...	0.00	7,470.00	
1228-05/04	Invoice	02/13/2024	WTP Storage Tank Rehabilitation 9/30/23 -...	0.00	3,040.00	
1228-05/05	Invoice	02/13/2024	WTP Storage Tank Rehabilitation 11/1/23 -...	0.00	14,229.70	
02346	LexisNexis Risk Solutions FL Inc.	02/16/2024	EFT	0.00	366.67	583
7031539-202401...	Invoice	02/13/2024	AVCC Subscription Fee/Jan 2024	0.00	366.67	
02151	Paychex, Inc.	02/16/2024	EFT	0.00	1,290.47	584
26791	Invoice	02/12/2024	WE 2/4/24/Finace Temp/Karina Navarro	0.00	1,290.47	
01587	Software One Inc	02/16/2024	EFT	0.00	8,350.00	585
US-PSI-1415199	Invoice	02/14/2024	Microsoft Enterprise Agreement - Reconcil...	0.00	8,350.00	
02405	Brawley Analytical Inc.	02/23/2024	EFT	0.00	3,218.00	586
0129	Invoice	02/21/2024	Water Testing/Labs	0.00	314.00	
INV-000138	Invoice	02/21/2024	Water Testing/Labs	0.00	695.00	
INV-000142	Invoice	02/20/2024	Laboratory Analytical Testing/Water Testi...	0.00	314.00	
INV-000156	Invoice	02/21/2024	Laboratory Analytical Testing/Biosolids & E...	0.00	1,895.00	
02299	Infosend Inc.	02/23/2024	EFT	0.00	3,969.28	587
255828	Invoice	02/21/2024	FY23-24 UB Mailing Services	0.00	3,969.28	
00075	Allied Waste Services #467	02/12/2024	Regular	0.00	127,098.88	302367
0467-001695748	Invoice	11/28/2023	Solid Waste Services/November 2023	0.00	127,098.88	
00287	California State Disbursement	02/12/2024	Regular	0.00	1,072.92	302368
INV0003858	Invoice	02/09/2024	Child Support Deductions	0.00	1,072.92	
00660	Franchise Tax Boards State Of California	02/12/2024	Regular	0.00	150.00	302369
INV0003869	Invoice	02/09/2024	Earnings Withholding	0.00	150.00	
00799	Imperial County Sheriff Civil Division	02/12/2024	Regular	0.00	50.00	302370
INV0003859	Invoice	02/09/2024	Earnings Withholdings	0.00	50.00	
01717	United Way of Imperial County	02/12/2024	Regular	0.00	5.00	302371
INV0003867	Invoice	02/09/2024	United Way Deductions	0.00	5.00	
00002	360 Business Products	02/16/2024	Regular	0.00	301.40	302374
OE-65504-1	Invoice	02/13/2024	1099-MISC Tax Forms	0.00	42.96	



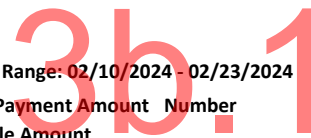
Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
OE-65507-1	Invoice	02/13/2024	Copy Paper/Sticky Notes	0.00	180.04	
WO-41518-1	Invoice	02/13/2024	Pens/Copy Paper	0.00	78.40	
00084	Alsco American Linen Div Steiner Corp	02/16/2024	Regular	0.00	129.21	302375
LYUM1781653	Invoice	02/14/2024	Cleaning Services/Supplies/WWTP	0.00	129.21	
01952	Asset Monitoring Solutions Inc	02/16/2024	Regular	0.00	17.00	302376
66637	Invoice	02/12/2024	FM Lite Hosting	0.00	17.00	
00176	Auto Zone Inc #2804	02/16/2024	Regular	0.00	210.94	302377
2804006036	Invoice	02/13/2024	Glass Fuses	0.00	4.65	
2804983875	Invoice	02/08/2024	Battery/Battery Terminal Treatment Clean...	0.00	165.65	
2804983941	Invoice	02/08/2024	Replacement Clamps/Heat Shrinking Tube...	0.00	40.64	
00184	Babcock Laboratories Inc	02/16/2024	Regular	0.00	59.43	302378
CA41986-2441	Invoice	02/14/2024	Water Testing/Labs	0.00	59.43	
00215	Biometrics4All Inc	02/16/2024	Regular	0.00	963.00	302379
BRWPD0017	Invoice	02/09/2024	Relay Fees/PD/Jan 2024	0.00	3.00	
MAINTBRWPD00...	Invoice	02/09/2024	Maintenance Fees/PD/Apr 2024 - Mar 2025	0.00	960.00	
00217	Blackstone Audio, Inc.	02/16/2024	Regular	0.00	49.85	302380
2138414	Invoice	02/13/2024	Audiobooks/Retail CD	0.00	49.85	
02075	Boot Barn	02/16/2024	Regular	0.00	216.21	302381
INV00333996	Invoice	02/13/2024	Safety Boots/Leather Conditioner/Julian J...	0.00	216.21	
02263	Brandon Mathew Self	02/16/2024	Regular	0.00	320.00	302382
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 25	0.00	80.00	
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 29 - 30	0.00	160.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 5	0.00	80.00	
00228	Brawley Ace Hardware	02/16/2024	Regular	0.00	1,204.14	302383
H88479/2	Invoice	02/13/2024	Ant Killer/Rope/Stencils/Soap/Pocket Ligh...	0.00	394.69	
H91117/2	Invoice	02/15/2024	Coupler/Buckets/Sump Pump	0.00	148.33	
H97231/2	Invoice	02/16/2024	Keys/Key Bands	0.00	30.70	
I23460/2	Invoice	02/16/2024	Hedge Trimmer Cleaner	0.00	21.53	
I23586/2	Invoice	02/16/2024	AA Batteries	0.00	10.76	
I24780/2	Invoice	02/15/2024	Poly Tarp/Spray Paint	0.00	46.96	
I35736/2	Invoice	02/09/2024	Glue Board Traps/Drain Cleaner	0.00	44.80	
I39000/2	Invoice	02/09/2024	Metal Stakes	0.00	43.06	
I39369/2	Invoice	02/09/2024	Head Lamp/Batteries	0.00	97.25	
I39999/2	Invoice	02/09/2024	Garage Door Lube	0.00	29.06	
I41772/2	Invoice	02/09/2024	Bottled Water	0.00	43.79	
I43355/2	Invoice	02/09/2024	Stainless Steel Bulk/Bolts, Lags, Nuts & Wa...	0.00	7.48	
I43931/2	Invoice	02/09/2024	Spray Paint	0.00	8.61	
I45600/2	Invoice	02/09/2024	Baking Soda/Shop Towels	0.00	20.31	
I47933/2	Invoice	02/09/2024	Garbage Disposal	0.00	161.61	
I48370/2	Invoice	02/09/2024	Step Stool	0.00	75.41	
I50447/2	Invoice	02/09/2024	Brush & Caddy	0.00	9.26	
I50704/2	Invoice	02/09/2024	Drywall Screws/PVC Riser/Mushroom Bub...	0.00	10.53	
	Void	02/16/2024	Regular	0.00	0.00	302384
01850	Brawley Plumbing LLC	02/16/2024	Regular	0.00	49.46	302385
1661	Invoice	02/13/2024	Gloves	0.00	49.46	
00258	BSK Associates	02/16/2024	Regular	0.00	2,467.50	302386
RG01113	Invoice	02/12/2024	Tri-Annual Lead & Copper Sampling	0.00	2,287.50	
RG01131	Invoice	02/12/2024	Lift Station #2 - 5 Day Copper Sampling Ev...	0.00	180.00	
00259	BSN Sports LLC	02/16/2024	Regular	0.00	10,340.24	302387
924189467	Invoice	02/14/2024	Uniforms for Youth Basketball	0.00	10,263.41	
924315634	Invoice	02/14/2024	Basketball Jersey	0.00	25.61	



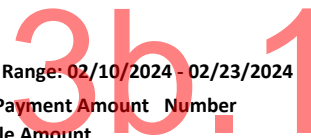
Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
924422394	Invoice	02/14/2024	Basketball Jerseys	0.00	51.22	
00299	Canon Financial Services Inc	02/16/2024	Regular	0.00	1,113.24	302388
31858474	Invoice	02/12/2024	Copier Usage/Contract Charge/WTP/Dec ...	0.00	105.77	
31858480	Invoice	02/12/2024	Copier Usage/Contract Charge/PD/Dec 20...	0.00	1,007.47	
00324	CDW Government Inc	02/16/2024	Regular	0.00	3,634.14	302389
NT91901	Invoice	02/12/2024	TeamViewer Renewal	0.00	3,634.14	
00407	Credit Bureau of Imp County	02/16/2024	Regular	0.00	25.00	302390
7178	Invoice	02/13/2024	Monthly Bulletin	0.00	25.00	
02191	Data Ticket Inc	02/16/2024	Regular	0.00	200.00	302391
161439	Invoice	02/13/2024	Code Enforcement Processing/January 20...	0.00	200.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	625.00	302392
1212	Invoice	02/13/2024	Service on K9 Unit#163/Center Console/Li...	0.00	625.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	650.00	302393
1628	Invoice	02/13/2024	Installed Decals on Unit #237	0.00	650.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	1,350.00	302394
1625	Invoice	02/13/2024	Painted Doors/Installed Decals Vehicle #2...	0.00	1,350.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	150.00	302395
1225	Invoice	02/13/2024	Window Tint/Ford F150 Vehicle #237	0.00	150.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	200.00	302396
1317	Invoice	02/13/2024	Window Tint/Ford F-150/Vehicle #235	0.00	200.00	
02477	Desert RV. Service & Repair, Inc.	02/16/2024	Regular	0.00	650.00	302397
1626	Invoice	02/13/2024	Installed Decals/Ford F-150 Vehicle #236	0.00	650.00	
00534	ECS Imaging Inc	02/16/2024	Regular	0.00	13,390.00	302398
18396	Invoice	02/12/2024	Laserfiche PF Cloud Professional	0.00	13,390.00	
02266	Emilia Mata	02/16/2024	Regular	0.00	192.00	302399
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 30 & Feb 2	0.00	128.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 7	0.00	64.00	
02468	Eric Franklin	02/16/2024	Regular	0.00	800.00	302400
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 29 & 31	0.00	240.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 2	0.00	160.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Feb 5 - 7	0.00	400.00	
02464	Faith Funez	02/16/2024	Regular	0.00	192.00	302401
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 2	0.00	64.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 6 & 9	0.00	128.00	
02301	Fon Jon Pet Care	02/16/2024	Regular	0.00	732.70	302402
FD-011024	Invoice	02/12/2024	K9 Dog Food	0.00	732.70	
02443	G4 Construction	02/16/2024	Regular	0.00	154.83	302403
R00145903	Invoice	02/12/2024	Refund/Fire Hydrant Meter Deposit/1691 ...	0.00	154.83	
02327	Garda CL West Inc. Lockbox #233209	02/16/2024	Regular	0.00	89.42	302404
20594993	Invoice	02/14/2024	Excess Items Shipped/January 2024	0.00	89.42	
00720	GovConnection Inc	02/16/2024	Regular	0.00	1,854.33	302405
74823414	Invoice	02/12/2024	Fortinet Coterm Renewals	0.00	498.11	
74829823	Invoice	02/12/2024	Micro Proximity Tags	0.00	338.34	
74874595	Invoice	02/12/2024	Camera Stand	0.00	144.51	
74883348	Invoice	02/12/2024	Poe Injector/Camera Power	0.00	56.18	
74892199	Invoice	02/12/2024	Surface Power Adapters	0.00	149.60	
74892267	Invoice	02/12/2024	Monitor/SSD/Drive Expansion	0.00	667.59	



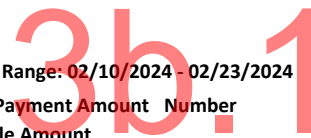
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00762	Holman Professional Counseling	02/16/2024	Regular	0.00	1,136.20	302406
INV2020735	Invoice	02/13/2024	Employee Assistance Program/January 20...	0.00	568.10	
INV2020862	Invoice	02/13/2024	Employee Assistance Program/February 2...	0.00	568.10	
00805	Imperial Irrigation District	02/16/2024	Regular	0.00	132,420.92	302407
1-24IID1.30.24	Invoice	02/15/2024	Pwr Utility Bills/Various Depts/12/27/23 - ...	0.00	132,420.92	
00809	Imperial Printers	02/16/2024	Regular	0.00	577.02	302408
24-268	Invoice	02/14/2024	#10 Regular Envelopes/Water Treatment	0.00	220.01	
24-304	Invoice	02/13/2024	Business Cards/Wharton/Castro/Salcido	0.00	66.81	
24-314	Invoice	02/13/2024	Impound Cards	0.00	290.20	
02462	Jacquelyn Castro	02/16/2024	Regular	0.00	256.00	302409
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 29 & 31	0.00	128.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 5 & 9	0.00	128.00	
00861	Jade Security Systems Inc	02/16/2024	Regular	0.00	62.99	302410
0209060	Invoice	02/13/2024	Electronic Fire Alarm Monitoring/WTP	0.00	62.99	
02463	Jessica Ubence	02/16/2024	Regular	0.00	256.00	302411
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 30 & Feb 1	0.00	128.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 7 - 8	0.00	128.00	
00903	JNE Polygraph LLC	02/16/2024	Regular	0.00	425.00	302412
1798	Invoice	02/13/2024	Pre-Employment Polygraph Tests/K Quev...	0.00	425.00	
02466	Jose Salazar	02/16/2024	Regular	0.00	80.00	302413
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 30	0.00	80.00	
02474	Josue R. Macias	02/16/2024	Regular	0.00	750.00	302414
22	Invoice	02/13/2024	Crane Charges/Lifting a Motor & A/C Unit	0.00	750.00	
00979	K-C Welding Rentals Inc	02/16/2024	Regular	0.00	1,125.90	302415
46091	Invoice	02/09/2024	Aluminum Pipe Wrench/Jimmy Bar/Pry Bar	0.00	675.56	
46155	Invoice	02/14/2024	Safety Boots/Alan Chan	0.00	290.91	
46175	Invoice	02/09/2024	Grinding Face Shield	0.00	159.43	
01025	LaBrucherie Irrigation Supp LLC	02/16/2024	Regular	0.00	137.76	302416
OM37699	Invoice	02/13/2024	Rain Boots	0.00	137.76	
01040	League of Ca Cities	02/16/2024	Regular	0.00	105.00	302417
1917	Invoice	02/13/2024	Imperial County Division Mtg 1/25/24	0.00	105.00	
01042	League of California Cities	02/16/2024	Regular	0.00	11,672.00	302418
INV-11970-B5N...	Invoice	02/08/2024	Membership Dues for Calendar Year 2024	0.00	11,672.00	
02465	Luis Enrique Vizcaino	02/16/2024	Regular	0.00	240.00	302419
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 25	0.00	80.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 1	0.00	160.00	
01096	Mallory Safety & Supply LLC	02/16/2024	Regular	0.00	45.58	302420
5804900	Invoice	02/13/2024	Rubber Boots	0.00	21.35	
5805530	Invoice	02/13/2024	Rubber Boots	0.00	24.23	
02267	Mariah Paramo Gibson	02/16/2024	Regular	0.00	192.00	302421
1-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 31	0.00	64.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 5 - 6	0.00	128.00	
01262	NewCastle Farms LLC	02/16/2024	Regular	0.00	6,902.65	302422
13650	Invoice	02/13/2024	Inspected Pump/Replaced Parts/Service Oi...	0.00	3,907.39	
13653	Invoice	02/13/2024	Gearbox Inspection/Motor Brace/Bench T...	0.00	2,995.26	
01277	Northend Autoparts, Inc.	02/16/2024	Regular	0.00	21.53	302423
709086	Invoice	02/08/2024	Halogen Sealed Beams	0.00	21.53	
01282	O'Reilly Auto Parts	02/16/2024	Regular	0.00	302.21	302424



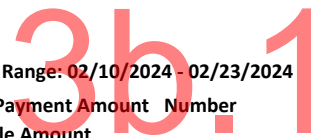
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2648-468876	Invoice	02/14/2024	Bottle Jack/Ratchet & Bits Set	0.00	82.94	
2648-469610	Invoice	02/13/2024	Battery/Core Charge/Truck 113	0.00	208.97	
2648-469679	Credit Memo	02/13/2024	Credit for Inv 2648-469610/Core Return	0.00	-22.00	
2648-469801	Invoice	02/13/2024	Wiper Blades	0.00	32.30	
02120	Premier Electrical Solutions Inc.	02/16/2024	Regular	0.00	1,200.00	302425
342	Invoice	02/13/2024	Cleaned & Tightened Control Terminals/V...	0.00	1,200.00	
01361	Pro Record Storage Inc	02/16/2024	Regular	0.00	246.84	302426
0029926	Invoice	02/14/2024	Storage/Tracking Services/Admin/Jan 2024	0.00	132.92	
0029928	Invoice	02/13/2024	Storage/Tracking/Shredding Services/HR/J...	0.00	113.92	
01373	Quadient Finance USA Inc	02/16/2024	Regular	0.00	500.00	302427
1-24Postage	Invoice	02/09/2024	City Hall Postage	0.00	500.00	
01513	SA-SO	02/16/2024	Regular	0.00	7,707.52	302428
23-14901	Invoice	02/14/2024	Solar Radar Signs	0.00	8,291.21	
23-14901SalesTax	Credit Memo	02/14/2024	Sales Tax	0.00	-583.69	
01565	Shirley Bonillas	02/16/2024	Regular	0.00	372.27	302429
2-24Reimburse	Invoice	02/14/2024	Snacks & Supplies for CJPIA Trainings	0.00	372.27	
01569	Shred-It	02/16/2024	Regular	0.00	62.95	302430
8006003024	Invoice	02/13/2024	Steri-Safe Subscription/February 2024	0.00	62.95	
01571	Sierra Air	02/16/2024	Regular	0.00	12,561.19	302431
71464	Invoice	02/13/2024	FINISHED WATER MCC ROOM A/C UNIT	0.00	12,561.19	
02136	Signature Aviation US Holdings, Inc.	02/16/2024	Regular	0.00	561.61	302432
4851	Invoice	02/13/2024	Power Supply DIN Mount	0.00	600.36	
4851SalesTax	Credit Memo	02/14/2024	Sales Tax	0.00	-38.75	
02005	Sirah Overton	02/16/2024	Regular	0.00	192.00	302433
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Jan 29 & Feb 1	0.00	128.00	
2-24BasketballW...	Invoice	02/14/2024	Youth Basketball 2024/Rec/Feb 8	0.00	64.00	
01578	Sirchie Acquisition Company, LLC	02/16/2024	Regular	0.00	58.07	302434
0627774-IN	Invoice	02/13/2024	Integrity Bags	0.00	58.07	
02078	Southwest Traffic Signal Service Co. Inc	02/16/2024	Regular	0.00	938.51	302435
83165	Invoice	02/14/2024	Service Call/Traffic Signal Repairs	0.00	938.51	
01601	Sparkletts	02/16/2024	Regular	0.00	867.28	302436
9689234 020124	Invoice	02/12/2024	Bulk Water/Cooler Rentals/January 2024	0.00	867.28	
01609	Staples Business Credit	02/16/2024	Regular	0.00	152.54	302437
214805735-0-1	Invoice	02/13/2024	Ruler/Eraser/Binders/Mechanical Pencils	0.00	152.54	
01649	T-Mobile USA Inc	02/16/2024	Regular	0.00	30.80	302438
12-23TMobilePW	Invoice	02/13/2024	Ipad Usage/PW/11/21/23 - 12/20/23	0.00	30.80	
01732	Valley Pest Services Inc	02/16/2024	Regular	0.00	135.00	302439
14334906 MT	Invoice	02/12/2024	Monthly Pest Control/WTP	0.00	85.00	
14334908 MT	Invoice	02/12/2024	Monthly Pest Control/PD	0.00	50.00	
01768	Wal-Mart Stores Inc #01-1555	02/16/2024	Regular	0.00	297.76	302440
3210 4049 8181 ...	Invoice	02/12/2024	Antenna Mount	0.00	52.67	
5036 0967 8361 ...	Invoice	02/12/2024	Spray Paint/Towels/Paint/Remover Spray ...	0.00	188.37	
5085 5658 1918 ...	Invoice	02/12/2024	Napkins/Cutlery/Plates/Coffee/Creamer/...	0.00	56.72	
01793	William S Smerdon	02/16/2024	Regular	0.00	3,720.00	302441
2453	Invoice	02/13/2024	Attorney Services/January 2024	0.00	3,720.00	
01802	Xerox Corporation	02/16/2024	Regular	0.00	400.98	302442
020649477	Invoice	02/13/2024	Meter Usage/Charges/Admin/12/21/23 - ...	0.00	400.98	



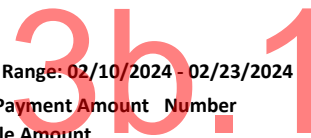
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01665	The Bank of New York Mellon Trust CO N.A.	02/20/2024	Regular	0.00	207,132.23	302443
1-24 BRAWLEY20...	Invoice	02/02/2024	Taxable Pension Obligation Bonds Series 2...	0.00	207,132.23	
00002	360 Business Products	02/23/2024	Regular	0.00	110.02	302445
WO-41606-1	Invoice	02/20/2024	Label Maker/Label Tape/Highlighters/Post...	0.00	110.02	
00026	ADT Commercial	02/23/2024	Regular	0.00	141.89	302446
153854010	Invoice	02/22/2024	Alarm Monitoring/Library/City Hall/Mar 2...	0.00	141.89	
00084	Alsco American Linen Div Steiner Corp	02/23/2024	Regular	0.00	293.80	302447
717344 Feb 14, 2...	Credit Memo	02/21/2024	Credit for Invoice LYUM1745461/Paid Twi...	0.00	-74.18	
LYUM1782341	Invoice	02/22/2024	Cleaning Services/Supplies/PD	0.00	161.63	
LYUM1782348	Invoice	02/21/2024	Cleaning Services/Supplies/WTP	0.00	77.14	
LYUM1783333	Invoice	02/21/2024	Cleaning Services/Supplies/WWTP	0.00	129.21	
02032	Aquatic Design Group, Inc.	02/23/2024	Regular	0.00	800.00	302448
32510	Invoice	02/21/2024	Construction Observation/Lions Center Po...	0.00	800.00	
00184	Babcock Laboratories Inc	02/23/2024	Regular	0.00	6,692.52	302449
CB40273-2441	Invoice	02/16/2024	Water Testing/Labs	0.00	556.10	
CI32088-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	487.19	
CJ30092-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	63.70	
CJ30365-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	56.61	
CJ30366-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	529.63	
CJ30469-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	969.63	
CK30138-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	3,158.01	
CK30720-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	181.65	
CL31016-2441	Invoice	02/22/2024	Water Testing/Labs	0.00	690.00	
00215	Biometrics4All Inc	02/23/2024	Regular	0.00	11.25	302450
BRAWL0116	Invoice	02/22/2024	Relay Fees/P&R/HR/Jan 2024	0.00	11.25	
00217	Blackstone Audio, Inc.	02/23/2024	Regular	0.00	96.85	302451
2139480	Invoice	02/21/2024	Audiobooks/Retail CD	0.00	77.90	
2140066	Invoice	02/21/2024	Audiobooks/Retail CD	0.00	18.95	
00228	Brawley Ace Hardware	02/23/2024	Regular	0.00	899.62	302452
I55056/2	Invoice	02/20/2024	Adhesive Remover	0.00	6.02	
I57168/2	Invoice	02/21/2024	Painter's Tape/Outlet/Cup Brush/Wire Wh...	0.00	85.73	
I57412/2	Invoice	02/16/2024	Anti-Slip Tape/Caulk Sealant	0.00	90.45	
I57769/2	Invoice	02/16/2024	Duct Tape/Electrical Tape/Trash Bags	0.00	75.57	
I58266/2	Invoice	02/21/2024	Graffiti Remover	0.00	25.84	
I58506/2	Invoice	02/16/2024	Shop Towels/Batteries/Lumber	0.00	132.19	
I59997/2	Invoice	02/16/2024	Protective Enamel/Cobweb Brush	0.00	97.60	
I60297/2	Invoice	02/21/2024	Keyed Hasp Lock	0.00	10.76	
I60752/2	Invoice	02/21/2024	Filters/Towels/Air Fresheners/Wrench/Dri...	0.00	375.46	
00248	Brenntag Pacific Inc	02/23/2024	Regular	0.00	7,922.10	302453
BPI408070	Invoice	02/21/2024	OPEN PO FOR CHEMICAL FY 23-24	0.00	7,922.10	
00299	Canon Financial Services Inc	02/23/2024	Regular	0.00	266.82	302454
31874358	Invoice	02/21/2024	Copier Usage/Contract Charge/Parks/Dec ...	0.00	266.82	
00324	CDW Government Inc	02/23/2024	Regular	0.00	1,869.98	302455
PB99871	Invoice	02/20/2024	Poe Switch Dock/Wireless Router/Mounti...	0.00	1,869.98	
00392	Core & Main LP	02/23/2024	Regular	0.00	424.69	302456
U343138	Invoice	02/20/2024	FIP Ball Curb Stop	0.00	424.69	
00397	Costco Wholesale #121	02/23/2024	Regular	0.00	479.98	302457
C-44235	Invoice	02/22/2024	Monitors for Commanders/PD	0.00	479.98	
00479	Demco Inc	02/23/2024	Regular	0.00	69.43	302458
7430148	Invoice	02/21/2024	Catalog Cards/Band Daters	0.00	69.43	



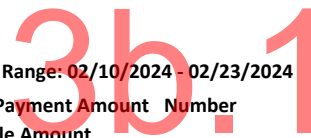
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00485	Department of Justice	02/23/2024	Regular	0.00	567.00	302459
712435	Invoice	02/22/2024	Fingerprints/Child Abuse Ck/Officer/CCW/...	0.00	417.00	
713062	Invoice	02/22/2024	Fed Lvl Volteer-Billed/Jan 2024	0.00	150.00	
02477	Desert RV. Service & Repair, Inc.	02/23/2024	Regular	0.00	14,827.98	302460
1552	Invoice	02/21/2024	EQUIPMENT INSTALL FOR UNIT 235 (ARPA...	0.00	5,366.31	
1642	Invoice	02/21/2024	Siren & Controller/Labor to Rewire/Unit #...	0.00	1,019.38	
1645	Invoice	02/21/2024	EVIDENCE UNIT EQUIP INSTALL UNIT P238	0.00	8,110.05	
1647	Invoice	02/21/2024	Mini Fuse/Fuse Tap/Radio Removal/Unit #...	0.00	332.24	
02266	Emilia Mata	02/23/2024	Regular	0.00	64.00	302461
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 16	0.00	64.00	
02468	Eric Franklin	02/23/2024	Regular	0.00	560.00	302462
2-24BasketballW...	Invoice	02/21/2024	Youth Basketball 2024/Rec/Feb 8 & 9	0.00	240.00	
2-24BasketballW...	Invoice	02/21/2024	Youth Basketball 2024/Rec/Feb 12 & 13	0.00	320.00	
02318	Erickson- Hall Construction Co	02/23/2024	Regular	0.00	33,813.00	302463
007	Invoice	02/21/2024	Construction Management Services for Li...	0.00	18,175.00	
008	Invoice	02/21/2024	Construction Management Services for Li...	0.00	7,819.00	
009	Invoice	02/21/2024	Construction Management Services for Li...	0.00	7,819.00	
02464	Faith Funez	02/23/2024	Regular	0.00	64.00	302464
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 15	0.00	64.00	
00629	Federal Express Corp	02/23/2024	Regular	0.00	140.60	302465
8-277-27785	Invoice	02/22/2024	Postage	0.00	140.60	
00629	Federal Express Corp	02/23/2024	Regular	0.00	52.09	302466
8-410-96322	Invoice	02/20/2024	Postage	0.00	33.36	
8-410-96323	Invoice	02/20/2024	Postage	0.00	18.73	
00629	Federal Express Corp	02/23/2024	Regular	0.00	74.46	302467
8-270-00967	Invoice	02/22/2024	Postage	0.00	74.46	
00635	Ferguson Enterprises Inc	02/23/2024	Regular	0.00	24.66	302468
3333388	Invoice	02/21/2024	Plastic Stop Kit	0.00	24.66	
00720	GovConnection Inc	02/23/2024	Regular	0.00	5,128.98	302469
74893236	Invoice	02/20/2024	Cisco Drive Caddy	0.00	90.77	
74910779	Invoice	02/20/2024	PC Monitors	0.00	327.97	
74911283	Invoice	02/20/2024	Dell USB DVD +/- RW Drives	0.00	128.85	
74915443	Invoice	02/20/2024	USW-Flex Switch	0.00	109.06	
74915495	Invoice	02/20/2024	MSI Pro PCs/USB Extension Cables	0.00	3,353.24	
74915498	Invoice	02/20/2024	Guardian w/4 5GLTE/Cellular Antenna/Wal..	0.00	444.66	
74921396	Invoice	02/20/2024	4-Port USB Type-A Hub	0.00	48.23	
74921574	Invoice	02/20/2024	J-Bar Pole Mount	0.00	26.09	
74926532	Invoice	02/20/2024	Desk Mount	0.00	305.62	
74926614	Invoice	02/20/2024	Samsung SSD USB	0.00	101.58	
74932135	Invoice	02/20/2024	Cradlepoint Power Supply	0.00	82.67	
74932148	Invoice	02/20/2024	Cradlepoint Power Supply	0.00	110.24	
00794	Imperial County Auditor	02/23/2024	Regular	0.00	63,192.44	302470
2-24HAMonies	Invoice	02/21/2024	Housing Authority Monies FY 2022 - 2023	0.00	63,192.44	
00805	Imperial Irrigation District	02/23/2024	Regular	0.00	8,992.00	302471
1-24CanalWtrMa...	Invoice	02/21/2024	Canal Water/Mansfield/January 2024	0.00	8,744.00	
1-24CanalWtrOKY	Invoice	02/21/2024	Canal Water/OKY100-001/January 2024	0.00	248.00	
00805	Imperial Irrigation District	02/23/2024	Regular	0.00	14,422.55	302472
1-24IIDStreetLigh...	Invoice	02/21/2024	Street Lights/1/6/24 - 2/6/24	0.00	14,422.55	
00821	Imperial Valley Occupational Medicine	02/23/2024	Regular	0.00	358.00	302473
3526	Invoice	02/21/2024	Physical/X-Ray Lumbar/K Navarro/J Espino...	0.00	358.00	



Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
02462	Jacquelyn Castro	02/23/2024	Regular	0.00	64.00	302474
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 12	0.00	64.00	
00861	Jade Security Systems Inc	02/23/2024	Regular	0.00	80.97	302475
0209008	Invoice	02/22/2024	Electronic Monitoring Security System/Par...	0.00	80.97	
02463	Jessica Ubence	02/23/2024	Regular	0.00	128.00	302476
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 15 & 16	0.00	128.00	
01025	LaBrucherie Irrigation Supp LLC	02/23/2024	Regular	0.00	209.86	302477
OM37812	Invoice	02/21/2024	Valve/Adapters/Pipes/Couplings/Tee	0.00	209.86	
01096	Mallory Safety & Supply LLC	02/23/2024	Regular	0.00	96.51	302478
5813633	Invoice	02/20/2024	Rainsuit	0.00	20.48	
5816575	Invoice	02/16/2024	Marking Paint	0.00	76.03	
02267	Mariah Paramo Gibson	02/23/2024	Regular	0.00	64.00	302479
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 13	0.00	64.00	
01183	McNeece Bros Oil Company	02/23/2024	Regular	0.00	116.45	302480
341637	Invoice	02/21/2024	Gasoline	0.00	70.69	
341865	Invoice	02/21/2024	Diesel Fuel	0.00	45.76	
02482	Michelle Zinn	02/23/2024	Regular	0.00	100.00	302481
R00117963	Invoice	02/21/2024	Facility Deposit Refund/Parks & Rec	0.00	100.00	
01238	Mylo Janitorial Inc	02/23/2024	Regular	0.00	15,617.00	302482
5076907	Invoice	02/22/2024	Janitorial Services for Various Locations	0.00	7,808.50	
5077040	Invoice	02/22/2024	Janitorial Services for Various Locations	0.00	7,808.50	
02295	Nicklaus Engineering Inc.	02/23/2024	Regular	0.00	7,875.90	302483
0036481	Invoice	02/21/2024	Senior Center Garden Design Services	0.00	1,622.15	
0036688	Invoice	02/21/2024	Scott Pace Park Equipment Design Services	0.00	157.98	
0036689	Invoice	02/21/2024	Senior Center Garden Design Services	0.00	197.07	
0037526	Invoice	02/21/2024	Scott Pace Park Equipment Design Services	0.00	3,711.32	
0037527	Invoice	02/21/2024	Senior Center Garden Design Services	0.00	2,187.38	
01279	NuCO2	02/23/2024	Regular	0.00	92.72	302484
75482992	Invoice	02/21/2024	CO2 MK9 Detector/Sensor Kit	0.00	46.36	
75533871	Invoice	02/21/2024	CO2 MK9 Detector/Sensor Kit	0.00	46.36	
01282	O'Reilly Auto Parts	02/23/2024	Regular	0.00	178.02	302485
2648-467857	Invoice	02/21/2024	Mini Bulbs	0.00	8.81	
2648-468553	Invoice	02/21/2024	Battery/Truck #211	0.00	149.84	
2648-468965	Invoice	02/21/2024	Multi-Purpose Grease	0.00	19.37	
01340	Pitney Bowes Global Financial	02/23/2024	Regular	0.00	225.43	302486
3106524485	Invoice	02/22/2024	Postage Machine Lease/PD/12/30/23 - 3/...	0.00	225.43	
01443	Rick's Roadrunner Lock & Safe	02/23/2024	Regular	0.00	1,199.53	302487
22341	Invoice	02/21/2024	Service Call/Keys/Dead Bolt Latch/Re-Key	0.00	514.57	
22410	Invoice	02/21/2024	Service Call/Keys/Re-Keys	0.00	252.63	
22472	Invoice	02/22/2024	Service Call/Duplicate Keys/MAS Kit/Lever...	0.00	432.33	
01449	Riverside County Sheriff's Office	02/23/2024	Regular	0.00	625.00	302488
BCTC0071776	Invoice	02/22/2024	PSP: Arrest & Control/Baton Update/S Me...	0.00	125.00	
BCTC0071777	Invoice	02/22/2024	PSP: Arrest & Control/Baton Update/A Jon...	0.00	125.00	
BCTC0071778	Invoice	02/22/2024	PSP: Arrest & Control/Baton Update/J Mar...	0.00	125.00	
BCTC0071779	Invoice	02/22/2024	PSP: Arrest & Control/Baton Update/J Kim	0.00	125.00	
BCTC0071780	Invoice	02/22/2024	PSP: Arrest & Control/Baton Update/D Sar...	0.00	125.00	
02005	Sirah Overton	02/23/2024	Regular	0.00	128.00	302489
2-24BasketballW...	Invoice	02/22/2024	Youth Basketball 2024/Rec/Feb 12 & 13	0.00	128.00	
01596	Southern California Gas Co	02/23/2024	Regular	0.00	137.35	302490



Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2-24GasComSrv	Invoice	02/22/2024	Natural Gas Consumption/1/6/24 - 2/5/24	0.00	14.79	
2-24GasLiftStation	Invoice	02/21/2024	Natural Gas Consumption/1/9/24 - 2/7/24	0.00	16.73	
2-24GasPD	Invoice	02/21/2024	Natural Gas Consumption/1/9/24 - 2/7/24	0.00	25.01	
2-24GasPool	Invoice	02/22/2024	Natural Gas Consumption/1/6/24 - 2/5/24	0.00	16.57	
2-24GasSrCtr	Invoice	02/22/2024	Natural Gas Consumption/1/9/24 - 2/7/24	0.00	64.25	
01611	State WA Resources Control BD	02/23/2024	Regular	0.00	36,682.98	302491
LW-1043206	Invoice	02/21/2024	Water System Annual Fees/7/1/23 - 6/30/...	0.00	36,682.98	
01703	Tyler Technologies Inc	02/23/2024	Regular	0.00	68,398.74	302492
025-427714	Invoice	06/27/2023	ExecuTime/ADV Scheduling	0.00	260.00	
025-428332	Invoice	06/30/2023	Executime/ADV Scheduling	0.00	520.00	
025-433211	Credit Memo	08/14/2023	Credit for removal of SaaS System	0.00	-10,034.00	
025-451622	Invoice	02/22/2024	Incode Annual Saas Fees/Year 4/9/1/23 - 8...	0.00	77,652.74	
01706	U.S. Bank Corporate	02/23/2024	Regular	0.00	3,348.20	302493
01222024	Invoice	02/22/2024	Jan 2024 Corporate Credit Card Statement	0.00	3,348.20	
01732	Valley Pest Services Inc	02/23/2024	Regular	0.00	45.00	302494
14335414 MT	Invoice	02/22/2024	Monthly Pest Control/Lions Center	0.00	45.00	
00571	Employment Development Dept	02/15/2024	Bank Draft	0.00	4,283.00	DFT0002596
L2129217872	Invoice	12/31/2023	Unemployment Ins/Benefit Charge/Oct - ...	0.00	4,283.00	

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	245	124	0.00	862,328.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	4,283.00
EFT's	21	10	0.00	-122,379.76
	267	136	0.00	744,231.76

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	245	124	0.00	862,328.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	1	1	0.00	4,283.00
EFT's	21	10	0.00	-122,379.76
	267	136	0.00	744,231.76

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2024	744,231.76
			744,231.76



Date Range: 2/10/2024 - 2/23/2024

Account Number	Name	Date	Type	Amount	Reference	Packet	Receipt	Adj Type			
	ALVARADO, JOSE LUIS	2/13/2024	Refund	148.96	Check #: 302372	UBPKT06670					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	148.96	0.00	0.00	0.00	0.00	148.96
					Aging Total:	148.96	0.00	0.00	0.00	0.00	148.96
	CASTILLO, MARI CRUZ	2/15/2024	Refund	119.32	Check #: 302373	UBPKT06678					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	119.32	0.00	0.00	0.00	0.00	119.32
					Aging Total:	119.32	0.00	0.00	0.00	0.00	119.32
Transaction Grand Total for Period:				268.28							

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	2	268.28
Total for Period:	2	268.28

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	2	268.28
	Refund Total:		268.28
	Total for Period:	2	268.28

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	2	268.28
Total for Period:	2	268.28



City Council
March 5, 2024

Agenda Item No. 3c

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Silvia Luna, Interim Finance Director
Subject: Second Quarter Fiscal Year 2023/24 Treasury Report

RECOMMENDATION:

Receive and file the Second Quarter Fiscal Year 2023/24 Treasury Report for Quarter Ended December 31, 2023.

BACKGROUND INFORMATION:

The total par value of the portfolio decreased by \$216,399.03, from \$77,463,893.25 at the end of September 2023 to \$77,247,494.22 at the end of December 2023. The decrease reflects operational activity throughout the quarter. The portfolio is within policy limits for investment types, total allocation by type and within guidelines for investment ratings.

Investment Type	Par Value	% of Portfolio	Policy Limit
Cash	\$22,266,100.98	28.82%	No limit
LAIF	11,106,405.25	14.38%	Up to \$75,000,000.00
Non-negotiable CD's	4,542,987.99	5.88%	Up to 30% of the portfolio
Negotiable CD's	14,062,000.00	18.20%	Up to 30% of the portfolio
Government Bonds	5,240,000.00	6.78%	Up to 80% of portfolio
U.S. Treasury Securities	16,615,000.00	21.51%	Up to 80% of portfolio
State Obligations	1,115,000.00	1.44%	Up to 80% of the portfolio
Medium Term Notes	2,300,000.00	2.98%	Up to 30% of the portfolio
TOTAL	\$77,247,494.22	100.00%	

Throughout the quarter the following investment transactions occurred:

Matured/Redeemed Investments			
Investment Type	Maturity Date	Par Value	Yield
Sun Community Fed Credit Union	12/01/2023	507,552.36	2.75%
United States Treasury Bills	12/21/2023	10,216,000.00	5.20%
		TOTAL	\$10,723,552.36

Purchased Investments			
Investment Type	Purchase Date	Par Value	Yield
Sun Community Fed Credit Union	12/01/2023	\$521,646.51	4.17%
Empower Fed Credit Union	10/23/2023	248,000.00	4.95%
Medallion Bank	10/30/2023	248,000.00	4.87%
Utah First Fed Credit Union	10/30/2023	248,000.00	4.95%
Workers Fed Credit Union	10/30/2023	248,000.00	5.02%
Valley Star Credit Union	11/08/2023	248,000.00	5.02%
Community BK & TR	11/10/2023	243,000.00	4.91%
Maine Savings FCU	11/08/2023	248,000.00	5.11%
Alliant Credit Union	11/15/2023	248,000.00	5.13%
Heritage Community Credit Union	11/15/2023	248,000.00	5.05%
Optum Bank	11/15/2023	243,000.00	4.87%
United States Treasury Bills	10/26/2023	1,025,000.00	5.33%
United States Treasury Bills	12/19/2023	10,460,000.00	5.12%
TOTAL		\$14,476,646.51	

As of December 31, 2023, the City's average investment portfolio yield was 2.79% down 0.02% from 2.82% at September 30, 2023 and the qualified investment Market Rates were as follows:

Type of Investment	Market Rate
LAIF	4.00%
3-Year Treasury	4.01%
5-Year Treasury	3.84%

Looking Ahead

The City Treasurer follows a “buy and hold” Investment Policy, unless it is fiscally advantageous to actively trade outside of maturity dates. In the short term, the Treasurer will invest in LAIF (local agency investment fund), a State investment fund. Longer term investments may include Government Sponsored Enterprise (agencies) securities, U.S. Treasuries, Corporate Notes, and Negotiable Certificates of Deposits. All investments recognize both immediate and long-term cash flow needs, and there is sufficient liquidity in the portfolio to meet expenditure requirements for the next six months.

FISCAL IMPACT:

None.

ALTERNATIVES:

No alternatives are recommended this Report is a requirement under the State of California Government Code §53646.

ATTACHMENTS:

1. Investment Portfolio Report as of December 31, 2023

REPORT COORDINATED WITH (other than person preparing the staff report):

Veronica Alvarado, Temporary Assistant Finance Director

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager

Status – Date of Status
Approved – 02/28/2024



CITY OF BRAWLEY
INVESTMENT PORTFOLIO REPORT
As of December 31, 2023

Financial Institution	Par Value	Market Value	% Yield	Quarterly Earnings	% of Portfolio	Purchase Date	Maturity Date
US Bank	\$ 22,118,543.14	\$ 22,118,543.14	0.00	\$ -		N/A	N/A
Community Valley Bank - Library	\$ 45,795.70	\$ 45,795.70	0.50	\$ 58.39		N/A	N/A
Multi-Bank Securities	\$ 101,762.14	\$ 101,762.14	0.00	\$ -		N/A	N/A
Total Cash	\$ 22,266,100.98	\$ 22,266,100.98	0.17	\$ 58.39	28.82%		

Local Agency Investment Fund (LAIF)	\$ 11,106,405.25	\$ 11,034,692.65	4.00	\$ 111,547.38	14.38%	N/A	N/A
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Non-Negotiable Certificates of Deposit (sorted by maturity date)

Financial Institution	Par Value	Market Value	% Yield	Quarterly Earnings	% of Portfolio	Purchase Date	Maturity Date
First Imperial Credit Union	\$ 1,014,989.33	\$ 1,014,989.33	2.550	\$ 6,547.81		03/09/23	09/09/24
First Imperial Credit Union	\$ 1,014,989.33	\$ 1,014,989.33	2.550	\$ 6,547.81		03/09/23	09/09/24
Community Valley Bank	\$ 1,080,812.09	\$ 1,080,812.09	4.000	\$ 10,941.59		06/10/23	06/10/24
First Imperial Credit Union	\$ 910,550.73	\$ 910,550.73	3.050	\$ 6,926.69		09/09/23	09/09/24
Sun Community Federal Credit Union	\$ 521,646.51	\$ 521,646.51	4.170	\$ 4,210.71		12/01/23	12/01/24
Total Non-Negotiable Certificates of Deposit	\$ 4,542,987.99	\$ 4,542,987.99	3.26	\$ 35,174.61	5.88%		

Negotiable Certificates of Deposit (sorted by maturity date)

CUSIP	Financial Institution	Par Value	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
90839EAB3	Union Square Credit Union	\$ 245,000.00	\$ 244,066.55	3.51	\$ 2,143.75		09/16/22	03/15/24
61760AL56	Morgan Stanley Private Bank NY	\$ 247,000.00	\$ 243,490.13	2.33	\$ 1,420.25		07/05/19	07/05/24
9497633C8	Wells Fargo Bank	\$ 249,000.00	\$ 247,919.34	4.62	\$ 2,863.50		10/28/22	10/28/24
499724AK8	Knoxville TVA Employees Cr Union	\$ 245,000.00	\$ 238,059.15	2.00	\$ 1,194.38		11/26/19	11/26/24
538036HP2	Live Oak BKG CO Wilmington NC	\$ 249,000.00	\$ 240,601.23	1.91	\$ 1,151.63		01/24/20	01/20/25
59013KFJ0	Merrick Bank South Jordan UT	\$ 249,000.00	\$ 240,265.08	1.86	\$ 1,120.50		01/31/20	01/31/25
75472RBB6	Raymond James Bank St Petersburg FL	\$ 247,000.00	\$ 237,967.21	1.81	\$ 1,080.63		02/14/20	02/14/25
02554DBQ9	American Eagle Bank Chicago IL	\$ 249,000.00	\$ 237,423.99	1.15	\$ 684.75		03/13/20	03/13/25
73319FAF6	Poppy Bank Santa Rosa CA	\$ 245,000.00	\$ 233,497.25	1.15	\$ 673.75		03/18/20	03/18/25
29260MAV7	Encore Bank Little Rock AR	\$ 249,000.00	\$ 237,301.98	1.20	\$ 715.88		03/25/20	03/25/25
07815ABE6	Bell Bank Fargo ND	\$ 245,000.00	\$ 233,320.85	1.15	\$ 673.75		03/26/20	03/26/25
79772FAF3	San Francisco Fed Cr Union CA	\$ 245,000.00	\$ 233,296.35	1.15	\$ 673.75		03/27/20	03/27/25
694231AC5	Pacific Enterprise Bank Irvine CA	\$ 248,000.00	\$ 236,239.84	1.20	\$ 713.00		03/31/20	03/31/25
48128WPG4	JP Morgan Chase Bank	\$ 245,000.00	\$ 237,302.10	2.61	\$ 1,531.25		04/08/22	04/08/25
32110YVZ5	First National Bank America	\$ 245,000.00	\$ 236,346.60	2.28	\$ 1,347.50		04/12/22	04/11/25
254673B70	Discover Bank Greenwood	\$ 245,000.00	\$ 238,012.60	2.88	\$ 1,715.00		04/27/22	04/28/25
22551KAB8	Credit Union Allen Tex SH CTF	\$ 245,000.00	\$ 238,933.80	3.38	\$ 2,021.25		07/22/22	07/22/25
33847E3W5	Flagstar Bank Troy MI	\$ 247,000.00	\$ 231,026.51	0.64	\$ 370.50		07/22/20	07/22/25
25460FDU7	Direct Federal Credit Union Mass.	\$ 249,000.00	\$ 248,407.38	4.71	\$ 2,925.75		11/03/22	11/03/25
20786ADN2	Connection BK Englewood Cliffs	\$ 245,000.00	\$ 226,938.60	0.80	\$ 459.38		11/24/21	11/24/25
849061AA4	Spokane Teachers Credit Union	\$ 245,000.00	\$ 245,862.40	4.98	\$ 3,062.50		11/23/22	11/24/25
06251A2Q2	Bank Hapoalim New York, NY	\$ 249,000.00	\$ 229,177.11	0.54	\$ 311.25		12/15/20	12/15/25
530520AA3	Liberty First Credit Union	\$ 249,000.00	\$ 247,874.52	4.57	\$ 2,832.38		01/17/23	01/20/26

Negotiable Certificates of Deposit (sorted by maturity date - Continued)

CUSIP	Financial Institution	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
90348JR93	UBS Salt Lake City	\$ 249,000.00	\$ 225,148.29	1.05	\$ 591.38		09/11/21	08/11/26
20056QUV3	Commerce Bank Geneva	\$ 245,000.00	\$ 228,959.85	2.56	\$ 1,470.00		04/29/22	10/29/26
14042TDW4	Capital One Bank	\$ 245,000.00	\$ 220,274.60	1.22	\$ 673.75		11/17/21	11/17/26
07181JAY0	Baxter Credit Union	\$ 249,000.00	\$ 246,268.47	4.54	\$ 2,801.25		01/24/23	01/25/27
14042RQU8	Capital One National Assn.	\$ 246,000.00	\$ 231,444.18	3.08	\$ 1,783.50		04/27/22	04/27/27
633368GB5	National Bank Comm.	\$ 245,000.00	\$ 229,317.55	2.93	\$ 1,684.38		04/29/22	04/29/27
02589ACQ3	American Express National Bank	\$ 246,000.00	\$ 233,252.28	3.32	\$ 1,937.25		05/11/22	05/11/27
06740KQE0	Barclays Bank Del Retail	\$ 246,000.00	\$ 232,120.68	3.17	\$ 1,845.00		05/11/22	05/11/27
50625LBJ1	Lafayette Fed Credit Union	\$ 245,000.00	\$ 232,919.05	3.41	\$ 1,990.63		05/25/22	05/25/27
20825WAX8	Connexus Credit Union	\$ 245,000.00	\$ 231,784.70	3.27	\$ 1,898.75		05/26/22	05/26/27
6169OUK41	Morgan Stanley Bank	\$ 245,000.00	\$ 232,605.45	3.37	\$ 1,960.00		05/26/22	05/26/27
856283Z74	State Bank India Chicago	\$ 245,000.00	\$ 233,646.70	3.51	\$ 2,051.88		06/14/22	06/14/27
88413QDL9	Third Federal Savings	\$ 245,000.00	\$ 234,761.45	3.65	\$ 2,143.75		06/28/22	06/28/27
87165FP81	Synchrony Bank Retail CTF Dep	\$ 245,000.00	\$ 234,585.05	3.65	\$ 2,143.75		09/09/22	09/09/27
89235MPC9	Toyota Financial Savings Bank	\$ 245,000.00	\$ 235,388.65	3.74	\$ 2,205.00		09/16/22	09/16/27
052392BT3	Austin Telco Federal Credit Union	\$ 249,000.00	\$ 240,870.15	3.92	\$ 2,365.50		09/21/22	09/21/27
90352RCS2	US Alliance Federal Credit Union RYE NY	\$ 249,000.00	\$ 240,008.61	3.83	\$ 2,303.25		09/29/22	09/29/27
560507AS4	Maine Savings FCU	\$ 248,000.00	\$ 252,092.00	5.11	\$ 3,224.00		11/08/23	11/08/27
31033AAK9	Farmers St Bank	\$ 245,000.00	\$ 237,931.75	4.01	\$ 2,388.75		09/29/22	09/29/27
37892MAC8	Global Federal Credit Union	\$ 249,000.00	\$ 249,057.27	4.59	\$ 2,863.50		04/10/23	04/17/28
25844MAS7	Dort Financial Credit Union	\$ 247,000.00	\$ 243,682.79	4.30	\$ 2,624.38		04/10/23	04/21/28
51828MAL8	Latino Community Credit Union	\$ 249,000.00	\$ 255,053.19	4.39	\$ 2,801.25		06/22/23	06/27/28
64017ABA1	Neighbors FCU	\$ 246,000.00	\$ 251,070.06	4.89	\$ 3,075.00		07/26/23	07/26/28
89854LAD5	TTCU Fed Credit Union	\$ 248,000.00	\$ 253,111.28	4.89	\$ 3,100.00		07/26/23	07/26/28
52171MAL9	Leaders Credit Union	\$ 248,000.00	\$ 253,584.96	4.88	\$ 3,100.00		08/30/23	08/30/28
291916AG9	Empower Fed Cr Union	\$ 248,000.00	\$ 255,368.08	4.95	\$ 3,162.00		10/23/23	10/23/28
58404DTS0	Medallion Bank	\$ 248,000.00	\$ 254,403.36	4.87	\$ 3,100.00		10/30/23	10/30/28
91739JAD7	Utah First Fed Credit Union	\$ 248,000.00	\$ 255,482.16	4.95	\$ 3,162.00		10/30/23	10/30/28
98138MCA6	Workers Fed Credit Union	\$ 248,000.00	\$ 256,558.48	5.02	\$ 3,224.00		10/30/23	10/30/28
92023CAJ2	Valleystar Credit Union	\$ 248,000.00	\$ 256,665.12	5.02	\$ 3,224.00		11/08/23	11/08/28
20347MAX9	Community BK & TR	\$ 243,000.00	\$ 249,828.30	4.91	\$ 3,067.88		11/10/23	11/10/28
01882MAH5	Alliant Credit Union	\$ 248,000.00	\$ 258,401.12	5.13	\$ 3,317.00		11/15/23	11/15/28
42728MAC8	Heritage Community Credit Union	\$ 248,000.00	\$ 257,314.88	5.05	\$ 3,255.00		11/15/23	11/15/28
68405VBN8	Optum Bank	\$ 243,000.00	\$ 249,369.03	4.87	\$ 3,037.50		11/15/23	11/15/28
Total Negotiable Certificates of Deposit		\$ 14,062,000.00	\$ 13,735,660.11	2.52	\$ 114,670.13	18.20%		

U.S. Treasury Securities

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
912797GN1	United States Treasury Bills	\$ 5,130,000.00	\$ 5,097,116.70	5.26	\$ -		08/17/23	02/15/24
912797HG5	United States Treasury Bills	\$ 1,025,000.00	\$ 1,008,210.50	5.33	\$ -		10/26/23	04/25/24
912797GN1	United States Treasury Bills	\$ 10,460,000.00	\$ 10,220,779.80	5.12	\$ -		12/19/23	06/13/24
Total U.S. Treasury Securities		\$ 16,615,000.00	\$ 16,326,107.00	5.24		21.51%		

U.S. Government Bonds (sorted by maturity date)

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
3130AQFK4	Federal Home Loan Bank	\$ 500,000.00	\$ 498,910.00	0.76	\$ 950.00		07/19/22	01/19/24	Aaa/AA+
3135G0ZR7	Federal National Mortgage Assoc.	\$ 500,000.00	\$ 491,890.00	2.66	\$ 3,281.25		03/31/22	09/26/24	Aaa/AA+
3130AQ5R0	Federal Home Loan Bank	\$ 500,000.00	\$ 481,855.00	1.19	\$ 1,437.50		12/30/21	12/30/24	Aaa/AA+
3137EAEX3	Federal Home Loan Bank	\$ 350,000.00	\$ 326,732.00	0.40	\$ 328.13		11/08/21	09/23/25	Aaa/AA+
3130AKQ74	Federal Home Loan Bank	\$ 350,000.00	\$ 324,681.00	0.67	\$ 546.88		01/22/21	01/22/26	Aaa/AA+
3130ALKL7	Federal Home Loan Bank	\$ 245,000.00	\$ 226,659.30	0.91	\$ 520.63		03/25/21	03/25/26	Aaa/AA+
3130ALYC2	Federal Home Loan Bank	\$ 245,000.00	\$ 227,850.00	1.22	\$ 698.25		04/21/21	04/29/26	Aaa/AA+
3130ANHX1	Federal Home Loan Bank	\$ 1,050,000.00	\$ 960,519.00	0.95	\$ 2,296.88		08/19/21	08/19/26	Aaa/AA+
3133GYD74	Federal Home Loan Mortgage Corp.	\$ 1,000,000.00	\$ 996,110.00	5.01	\$ 12,500.00		01/26/23	01/26/27	Aaa/AA+
3134GXX90	Federal Home Loan Mortgage Corp.	\$ 500,000.00	\$ 492,675.00	4.56	\$ 5,625.00		09/23/22	09/23/27	Aaa/AA+
Total U.S. Government Bonds		\$ 5,240,000.00	\$ 5,027,881.30	1.83	\$ 28,184.50	6.78%			


CA State Obligations (sorted by maturity date)

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
903674AQ2	Ukiah Public Financing Authority	\$ 145,000.00	\$ 143,715.30	1.81	\$ 653.23		12/17/20	04/01/24	A+
13063CLW8	CA State GO Bonds	\$ 665,000.00	\$ 676,112.15	4.91	\$ 8,312.50		05/04/20	10/01/24	Aa2/AA-
13063DFT0	CA State Var Purp GO Ref Bonds	\$ 100,000.00	\$ 101,671.00	4.91	\$ 1,250.00		05/04/20	10/01/24	Aa2/AA-
13063CQC7	CA St Tax Exempt Var Purp GO Bonds	\$ 205,000.00	\$ 208,831.45	4.90	\$ 2,562.50		05/08/20	11/01/24	Aa2/AA-
Total CA State Obligations		\$ 1,115,000.00	\$ 1,130,329.90	4.13	\$ 12,778.23	1.44%			

Medium-term Notes (sorted by maturity date)

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
46632FRU1	JP Morgan Chase Bank	\$ 1,500,000.00	\$ 1,349,025.00	0.77	\$ 2,625.00		01/22/21	01/22/26	Aa2/A+
06048WL65	Bank of America Corp.	\$ 300,000.00	\$ 273,090.00	1.15	\$ 787.50		03/10/21	03/10/26	A2/A-
38150AFK6	Goldman Sachs Group Inc.	\$ 500,000.00	\$ 456,465.00	1.69	\$ 1,937.50		04/30/21	04/30/26	A2/BBB+
Total Medium-term Notes		\$ 2,300,000.00	\$ 2,078,580.00	1.20	\$ 5,350.00	2.98%			
Total Investment Portfolio		\$ 77,247,494.22	\$ 76,142,339.93	2.79	\$ 307,763.23	100.00%			

This quarterly report accurately reflects all City of Brawley's pooled investments. It is in conformity with the City's Investment Policy. The City has sufficient cash flow to meet six months of expenditures. LAIF and Multi-Bank Securities, Inc. statements are the source of market values.



 Silvia Luna, Acting Finance Director

22-Feb-24

 Date

City of Brawley



City Council
March 05, 2024
Agenda Item No 3d

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Silvia Luna, Interim Finance Director
Subject: **Authorize Payment to Hinderliter de Llamas & Associates for Sales Tax Recovery Audit Fee**

RECOMMENDATION:

Authorize a one-time payment for consultant Hinderliter de Llamas & Associates for recovery audit work for \$ 33,964.17.

BACKGROUND INFORMATION:

Hinderliter de Llamas & Associates (HDL) has a long and successful business relationship with the City of Brawley. Since 2013, HDL has collaborated with the City to maintain a Sales and use tax program management system that allows the city to identify economic opportunities, identify and correct revenue allocation errors and build accurate sales and use tax forecasting projections.

During the 2nd Quarter of 2023, Hinderliter de Llamas & Associates (HDL) recovered \$ 226,427.79 in sales tax revenue as product of their ongoing audits. The \$ 226,427.79 sales tax collected was received by the City in November of 2023. Per HDL’s contract (pg. 7), the City shall pay HDL 15% in audit fees of the total recovered amount.

Per the consultant, additional recoveries in smaller proportions are expected while the case remains active. The consultant estimates future invoices for audit fees at \$ 6,000 each. This also means additional tax revenue collections are expected.

The consultant invoice contains information that is considered confidential; therefore, this item is not presented under the regular Council meeting agenda.

FISCAL IMPACT:

This is an unanticipated sales tax recovery with a positive effect on revenues for \$ 226,427.79. Per HDL’s contract, a 15% audit fee of the recovered sales tax should be paid to HDL. The Finance Department professional services budget will need a budget adjustment of \$ 33,964.17 as this is an unbudgeted expense.

101-151.000-730.100 \$33,964.17

ALTERNATIVES:

The Council may opt not to approve payment. Audit recovery is part of the current scope of work with consultant Hinderliter de Llamas & Associates (HDL) and the City has received the sale tax revenue recovered by the consultant.

ATTACHMENTS:

- 1. Invoice
- 2. Agreement

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
 Silvia Luna, Interim Finance Director
 Tyler Salcido, City Manager

Status – Date of Status
 Approved - 2/28/2024
 Approved - 2/28/2024

CITY OF BRAWLEY
 ATTN: FINANCE DEPARTMENT
 400 MAIN STREET
 BRAWLEY, CA 92227
 US

Invoice Number SIN033078
 Invoice Date 11/10/2023
 Due Date 12/10/2023

Purchase Order #

Invoice Period Q2/2023

Tax Area Code 13021

Service	Charges
Contract Services - Sales Tax (October-December 2023)	\$1,402.39
Audit Services - Sales Tax	\$33,964.17
Invoice Total:	\$35,366.56

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email:
accounting@hdlcompanies.com.

Allocation Period: Q2/2023
 Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
347025	21-800	R Company	097811372	2 of 8	\$35,988.22	\$190,439.57	\$226,427.79
Total Revenue Received by Agency:							\$226,427.79
HdL Fee @ 15%:							\$33,964.17

Total Amount Due HdL for Q2/2023 : \$33,964.17

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND
INFORMATION SERVICES**

This Agreement is made and entered into as of the 16th day of July, 2013 (the “Effective Date”) by and between the CITY OF BRAWLEY, a municipal corporation hereinafter called CITY, and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter called CONTRACTOR.

I. RECITALS

WHEREAS, sales, use and transactions tax revenues can be increased through: a system of continuous monitoring, identification and correction of allocation errors, and

WHEREAS, an effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections; and

WHEREAS, CITY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; recover revenues erroneously allocated to other jurisdictions and allocation pools; and maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services:

A. SALES TAX AND ECONOMIC ANALYSIS

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1993-1994 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
2. CONTRACTOR shall provide up-dated reports each quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. Quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments will be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will also be included.
3. CONTRACTOR shall additionally provide a quarterly summary analysis for the CITY to share with Chambers of Commerce and other economic development interest groups that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to CITY Staff the HdL web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Board of Equalization and update quarterly. Software shall allow city staff to search business by street address, account number, business name, business type and keyword; arrange data by geographic area and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY

1. CONTRACTOR shall conduct initial and on-going sales and use tax audits to identify and correct distribution errors, thereby generating previously unrealized sales tax income for the CITY and/or recovering misallocated sales tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction and erroneous fund transfers and adjustments.
2. CONTRACTOR will initiate contacts with the appropriate sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY'S relations with the business community.
3. CONTRACTOR shall prepare and submit to the Board of Equalization all information necessary to correct any allocation errors that are identified and shall follow-up with the individual businesses and the State Board of

Equalization to ensure that all back quarter payments due the CITY are recovered.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR shall so advise CITY and upon request, shall work with those businesses and the CITY to encourage such changes.

C. ONGOING CONSULTATION

Throughout the term of this agreement, CONTRACTOR shall advise and work with CITY Staff on technical questions related to sales, use and transactions tax; advise CITY Business License staff on utilization of reports to enhance business license collection efforts; provide sales tax projections for proposed annexations, economic development projects and budget planning; and generally serve as support staff on sales, use and transactions tax related issues.

III. OPTIONAL SERVICES

Optional services beyond the scope of this Agreement are available at CONTRACTOR's hourly rates as in effect from time to time. Optional services include, but are not limited to, negotiating/review of tax sharing agreements, establishing purchasing corporations and meeting with taxpayers to encourage self-assessment of use tax. The hourly rates in effect at the time of the execution of this Agreement are as follows:

Principal	\$225 per hour
Programmer	\$195 per hour

Senior Analyst \$150 per hour

Analyst \$ 75 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

IV. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement:

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

V. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

A. Software Use. CONTRACTOR hereby provides authorization to the CITY to access CONTRACTOR'S Sales Tax website if the CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any 3rd party without explicit written authorization by CONTRACTOR. The CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of the CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination of this agreement the software use authorization shall expire, and all CITY staff website logins shall be deactivated.

B. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to CONTRACTOR'S computer or data processing

programs; data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; or business processes. CITY shall hold in confidence and shall not disclose to any other party any CONTRACTOR proprietary information in connection with this Agreement, or otherwise learned or obtained by the CITY in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

VI. CONSIDERATION

- A. CONTRACTOR shall establish the sales and transactions tax databases, shall provide the ongoing reports and analysis and shall make available the computer software program and databases referenced above for a fee of \$350.00 per month, commencing with the month of the Effective Date (hereafter referred to as “monthly fee”). The monthly fee shall be invoiced quarterly in arrears, and shall be payable no later than 30 days after invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should ceased to be published, any reasonably comparable index selected by CONTRACTOR.
- B. CONTRACTOR shall be further paid 15% of all new and recovered sales, transactions and/or use tax revenue received by the CITY as a result, in whole or in part, of audit and recovery work performed by CONTRACTOR (hereafter referred to as “audit fees”), including any reimbursement from the Sales and Use Tax

Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code. In the event that CONTRACTOR is responsible, in whole or in part, for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount that is attributable, in whole or in part, to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees, which shall be payable no later than 30 days following invoice date.

CONTRACTOR shall obtain CITY approval prior to beginning the work of correcting tax reporting methodology or "point of sale" for specific businesses where said payment of the percentage fee will be expected. Said approval shall be deemed given when the City Manager, or his designated representative, signs a Sales Tax Audit Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State Fund Transfers and payments to CITY from businesses identified in the audit and approved by the CITY. The audit fees shall be payable on all new and/or recovered tax revenues received from approved businesses as a consequence, in whole or in part, of the audit, and even if CITY, of its own volition, assists with the audit, works in parallel with the audit, and/or expends attorneys fees or other out-of-pocket costs in connection with any of the foregoing.

The above sums shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and Board of Equalization representatives.

- C. CONTRACTOR shall invoice CITY for any optional services rendered to CITY in accordance with section III above on a monthly or a quarterly basis, at CONTRACTOR's option. Any such invoices shall be payable by CITY no later than 30 days following invoice date.
- D. Any invoices not paid on a due and timely basis shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

VII. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR'S name on the CITY Resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and audit fees due the CONTRACTOR have been paid.

VIII. LICENSE, PERMITS, FEES AND ASSESSMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the “Permits”) as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

IX. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR’S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations and the first eight consecutive reporting quarters following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled “Consideration.”

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services

performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

X. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XII. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XIII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XIV. INSURANCE

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR shall name the CITY as an additional insured on CONTRACTOR'S comprehensive general liability policy and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

XV. INDEMNIFICATION

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CONTRACTOR's willful or

negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall indemnify and defend, including reasonable attorneys fees, CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions under this Agreement. CITY agrees to and shall defend, including reasonable attorneys fees, CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions.

XVI. NOTICE

All notices required by this Agreement shall be given to CITY and CONTRACTOR in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

CITY: CITY OF BRAWLEY
400 Main Street
Brawley, CA 92227

CONTRACTOR: HINDERLITER, DE LLAMAS, & ASSOCIATES
1340 Valley Vista Drive, Suite 200
Diamond Bar, CA 91765

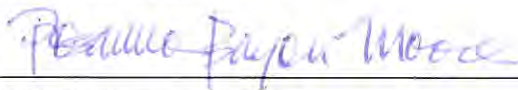
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.



City Clerk

CITY:

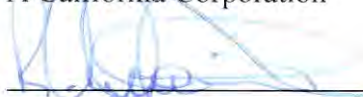
CITY OF BRAWLEY



City Manager

CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation



APPROVED AS TO FORM:



City Attorney

SAMPLE

SAMPLE

EXHIBIT A

Sales Tax Audit

Work Authorization No. _____

The following business or businesses, located in the City of Brawley, have been identified as having the potential for recovering or generating additional sales tax revenue to the City of Brawley. Contractor is hereby solely authorized to contact the given business(s) and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to modify allocation formulas, and to return previous misallocated revenue that may be due to City.

Contractor's compensation shall be 15% of the sales and/or use tax revenue received by the City as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY OF BRAWLEY

By: _____

Date: _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date: _____



Office of
The Mayor
BRAWLEY, CALIFORNIA

March 5, 2024

The Honorable Mike McGuire
Senate President Pro Tempore
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker California State Assembly
P.O. Box 942849
Sacramento, CA 94249-0029

The Honorable Scott Wiener
Chair, Senate Committee on Budget and Fiscal Review
1021 O Street, Suite 8630
Sacramento, CA 95814

The Honorable Jesse Gabriel
Chair, Assembly Committee on Budget
P.O. Box 942849
Sacramento, CA 94249-0046

RE: Protect Dedicated Regional Early Action Planning Grants (REAP2.0) Program Funding

Dear President Pro Tempore Atkins, Speaker Rivas, and Budget Chairs Skinner and Gabriel:

On behalf of the City of Brawley, I urge the Legislature to protect investments made to the Regional Early Action Planning Grants (REAP 2.0) program as you deliberate on the FY 2024-25 State Budget. While we recognize the incredible budget challenge the Legislature now faces, REAP 2.0 must be protected if we are to meet our ambitious climate, housing, and mobility goals.

REAP 2.0 is a \$600 million program intended to accelerate progress toward California’s climate and housing through strengthened partnerships between regional, local, county, and tribal governments. REAP 2.0 is the only program specifically and exclusively designed to implement the region’s Sustainable Communities Strategies (SCS), as required by SB 375 (2008). For this reason, regions were empowered to develop programs that accelerate infill housing, support efforts for Affirmatively Furthering Fair Housing (AFFH), and reduce vehicle miles traveled (VMT).

The Governor proposed a \$300 million reversion of REAP 2.0 funds in his January budget. This proposal would be devastating to the City of Brawley, as well as numerous other SCAG-region cities, counties, transportation agencies, and tribal governments.

In July 2023, the California Department of Housing and Community Development (HCD) approved SCAG's full REAP 2.0 application, formally committing \$246 million to SCAG. Since that time, SCAG has sub-allocated \$192 million primarily through competitive programs to 118 transformative, local projects in the SCAG region that implement the Regional Housing Needs Allocation (RHNA) plan and the greenhouse gas (GHG) reducing strategies contained within Connect SoCal, the Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) for the SCAG region.

In our County, REAP would provide funding of approximately \$2,275,000 for three very much needed projects.

These projects in the Imperial County are representative of the many innovative projects awarded through the REAP 2.0 program including a project by LA Metro to support as many as 10,000 new housing units on surplus LA Metro transit lands, more than 1,150 affordable housing units in the Coachella Valley, a low-to-zero-interest loan program to expedite accessory dwelling units in Orange County, infrastructure improvements to support nearly 5,000 newly-zoned housing units in Rialto, and a long-term loan program to promote hundreds of infill homes in Ventura County, among others.

These projects play a critical role in increasing housing supply in the near term while also piloting innovative solutions that can be scaled across the region. REAP 2.0 was designed to remove the systemic barriers for developers to build units where needed and planned. Reducing or delaying funding will compromise the program's integrity and have severe, negative impacts on our county and the rest of the cities and counties across Southern California. We ask that you reject the Governor's proposal to halve REAP 2.0 and protect this crucial program.

Thank you for considering the City of Brawley's perspective on the REAP 2.0. Please contact Tyler Salcido, City Manager, at 760.344.2222 with any questions about this letter.

Sincerely,

Ramon Castro
Mayor

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

City of Brawley



City Council
March 05, 2024
Agenda Item No 3f

STAFF REPORT

To: City Council
From: Tyler Salcido, City Manager
Prepared by: Tyler Salcido, City Manager
Subject: **Approval of Memorandum of Understanding (MOU) between the City of Brawley and Clean Water Ventures, Inc. (CWV)**

RECOMMENDATION:

Approve and execute the Memorandum of Understanding between the City of Brawley and Clean Water Ventures, Inc. to potentially develop, own, operate, install, and maintain Modular Hydro-Thermal Technology (MHTT) Clean Water-Green Energy Systems.

BACKGROUND INFORMATION:

If approved by City Council, The City of Brawley will enter into a Memorandum of Understanding (MOU) with Clean Water Ventures, Inc. (CWV), a Nevada corporation, to establish a long-term partnership for the development, installation, operation, and maintenance of Modular Hydro-Thermal Technology (MHTT) Facilities. These facilities aim to produce green hydrogen, potable water, and sustainable clean electricity through the processing of treated wastewater within the City's jurisdictional boundaries. The agreement envisions a 20-year collaboration bringing substantial economic and environmental benefits through the production of sustainable clean electricity, green hydrogen, and the reclaiming of clean water from treated wastewater.

*Key Elements of the MOU:

****Partnership Overview**:** The MOU outlines a collaborative effort between the City of Brawley and CWV to develop MHTT Facilities for green hydrogen and potable water production, aligning with the City's strategic goals for sustainable energy and water resource management.

****Financial Commitments**:** The City will endeavor to provide up to \$6M in equity for the initial facility and any additional facilities, contingent upon obtaining suitable grant funding. CWV commits to covering approximately \$24M in capital expenditures through various financing partners.

****Product Offtake Agreements**:** Separate agreements detail the sale of green hydrogen and potable water to the City, granting the City the right of first refusal to purchase these products at market prices or negotiated rates, respectively.

****Delivery and Volume**:** CWV is responsible for delivering products based on production estimates and agreed-upon volumes, with the City providing treated wastewater as feedstock.

****Term and Termination**:** The term extends to the twentieth anniversary from the effective date, with provisions for termination under specific conditions, including force majeure events and material defaults.

The partnership with CWV presents a unique opportunity for the City of Brawley to lead in the adoption of innovative technologies for green energy and clean water production. Approval of the MOU will enable the City to move forward with this significant initiative, potentially promising environmental, economic, and social benefits for our community.

FISCAL IMPACT:

Undetermined at this point. Potential revenue from potable water sales, property leases, and sales tax on green hydrogen fuel sales. Undetermined amount of staff resources to continue to explore the feasibility of this project.

ALTERNATIVES:

Council may choose to not approve the MOU.

ATTACHMENTS:

- 1. MOU

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency
William Smerdon, City Attorney

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager
Silvia Luna, Interim Finance Director

Status – Date of Status
Approved - 2/28/2024
Approved - 2/28/2024

MASTER AGREEMENT

BETWEEN

CITY OF BRAWLEY, CALIFORNIA

AND

CLEAN WATER VENTURES, INC.

February __, 2024

This **Master Agreement** (this “Agreement”), dated as of February ___, 2024 (the “Effective Date”), is entered into by and between Clean Water Ventures, Inc. (“CWV”), a Nevada corporation and the City of Brawley (“City”), a California municipal corporation and a general law city established under the laws of the State of California. CWV and the City shall each be referred to as a “Party” or collectively as the “Parties”.

WITNESETH:

WHEREAS, CWV has developed a Modular Hydro-Thermal Technology (“MHTT”) that is configurable and scalable that produces green hydrogen, clean coproducts, and can produce varying amounts of clean water reclaimed from polluted ground water and/or treated wastewater;

WHEREAS, CWV desires to develop, own, operate, install, and maintain an MHTT Clean Water-Green Energy Systems (the “Facilities”) to process acceptable treated wastewater to produce Potable Water, Sustainable Clean Electricity that can be utilized to power the City’s wastewater system through net metering, and Green Hydrogen that can be used as a direct source of energy (fuel cells), or configured to produce Green Ammonia and Urea for Green Fertilization. The Facility is to be located within City’s jurisdictional boundaries at sites mutually identified and agreed upon by the Parties (the “Projects”);

WHEREAS, City is authorized to execute and deliver this Agreement, perform its obligations hereunder, and to enter into the Transaction (as defined herein, along with other capitalized terms defined herein);

WHEREAS, CWV and City desire a long-term (20-Year) arrangement to produce Green Hydrogen, Potable Water and clean coproducts in an environmentally conscious and efficient manner, and recognize the significant economic and social benefits to its strategic goals to jointly pursue the Project with City;

WHEREAS, City will endeavor to provide CWV with up to \$ 6M equity for Facility #1 and any additional Facility and CWV will provide ~\$24M in CapEx coverage via Bond and/or Banking partners (NAD Bank, or Ramirez & Co., or UBS etc.). The City’s obligation to make the foregoing contribution is entirely contingent upon the City’s ability to obtain suitable grant funding. The City, in its sole discretion shall determine whether potential grant funding is suitable for the City.

WHEREAS, the City of Brawley provides a signed Resolution of Support to demonstrate support for the CWV 20-yr projects but CWV services and guarantees the debt payments;

WHEREAS, CWV will manufacture, construct, install, operate, and maintain one (1) or more Facilities. that will provide Potable Water, Green Hydrogen, and Sustainable Electricity to the City and the market;

WHEREAS, CWV, at its own cost, shall manage the supply chain for receiving and storage of feed stock of aluminum and off taking/sales of other coproducts at no cost to City;

WHEREAS, CWV agrees to enter into a Power Purchase Agreement (“PPA”) and a Water Purchase Agreement (“WPA”), respectively, to provide City with the option to purchase any or all of CWV’s Potable Water and Green Hydrogen at market prices. The methodology and frequency for setting and changing the market prices will be jointly established by City and CWV;

WHEREAS, upon the Parties’ agreement to parcel size and location, CWV requires approximately 5 acres of land for each facility with placement of the CWV facilities adjacent to the existing acceptable wastewater infrastructure;

WHEREAS, City agrees to provide CWV Acceptable treated wastewater with no minimum and up to 2,200 acre feet per year per Facility;

WHEREAS, CWV will be responsible for all reasonable costs associated with providing any necessary public infrastructure and connecting all utilities to its facilities including costs to connect the existing purple pipe to CWV's facility;

WHEREAS, City will assist CWV in entitlement and permit processing as well as provide certain coordination support to project management during these activities to execute the Project. Also, City will act as a liaison to the many other outside permitting agencies that will be involved on the Project;

WHEREAS, City will issue or approve for issue by CWV a press release or releases regarding ("PR") this CWV 20-year Potable Water and Green Hydrogen project is currently estimated to generate \$21M per year from offtake sales, currently valued at \$420 million from each Facility over the life of the Agreement as well as driving indirect economic value to the City of Brawley and CA to promote the Project; ";

WHEREAS, The City will jointly apply with CWV on state and federal funding and grants and City will enter into a Memorandum of Understanding ("MOU") with CWV relating to providing Clean Water and Green Hydrogen for the State of CA;

WHEREAS, CWV desires that 100% of the Clean Water and Green Hydrogen produced pursuant to this Agreement be sold locally according to an Order of Preferences as detailed in this Agreement; and

WHEREAS, CWV will provide City with the right of first refusal to purchase Clean Water and Green Hydrogen on at Market Rate and if City does not to enter into an agreement to purchase Clean Water and/or Green Hydrogen CWV will offer the Clean Water and/or Green Hydrogen according to an Order of Preferences as detailed in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual conditions, covenants, and promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used herein shall have the meaning set forth in Exhibit A.

1.2 Construction. The terms "hereby," "hereof," "herein," "hereunder," and any similar terms refer to this Agreement. As used in this Agreement: (a) the word "or" is not exclusive; (b) the words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation"; (c) any pronoun shall include the corresponding masculine, feminine; and neuter forms; and (d) words in the singular number include words in the plural and vice versa unless the context of the usage of such term clearly indicates otherwise. All references to time hereunder shall refer to Pacific Time. Unless expressly provided otherwise, any reference in this Agreement to a period of "days" or "calendar days" means consecutive calendar days.

ARTICLE II: PURPOSE, TERM AND PAYMENT

2.1 Term. The term of this Agreement shall commence on the date of execution (the “Effective Date”) and expire on the earlier of (i) the date which is twenty (20) years from the Effective Date, and (ii) the effective date of termination pursuant to Section 2.1(b) hereof or a mutual written agreement of the Parties (the “Term”).

2.2 Purpose. The purpose of this Agreement is to establish the terms for City’s and CWV’s participation in the Project, including:

(a) City’s obligation to provide the supply of Acceptable treated wastewater to the Project and CWV’s agreement to accept, pay for, and process such Wastewater while waiving any tipping fees or other compensation;

(b) City’s assistance and cooperation with the CWV’s efforts to develop, finance and construct the Project, including CWV’s procurement of permits and approvals for the Project, and

(c) CWV’s providing Clean Water and Green Hydrogen to City and other entities and individuals according to the Order of References.

2.3 Payment. Payment terms are as defined in the PPA and WPA

ARTICLE III: DELIVERY OF ACCEPTABLE RECYCLED GROUND WATER

3.1 Concession Regarding Acceptable treated wastewater

(a) City hereby grants, gives and concedes to CWV during the Term the sole and exclusive right and privilege to use up to 2,200-acre feet of Acceptable treated wastewater annually per Facility in the possession or control of City or to which City holds title or rights as feedstock for the Project in accordance with the terms of this Agreement. The Parties agree and acknowledge that CWV is relying upon the grant set forth in this Section 3.1 and that the delivery of such Acceptable treated wastewater to the site of the Project for use by the CWV is an essential requirement for the operation of the Project. The loss of the supply of the Acceptable treated wastewater at any time during the Term would represent a material loss to CWV. In furtherance of the foregoing, City covenants not to grant any third party any rights to receive or use the Acceptable treated wastewater during the Term and agrees to the additional remedies set forth in Section 5.3 below.

(b) Commencing on the Delivery Start Date, and continuing thereafter throughout the Term, City shall cause to be delivered to the site of the Project, up to 2,200-acre feet per year per Facility of Acceptable treated wastewater in its possession or control during the Term by undertaking the following:

(i) notifying its Municipal Services Director in writing of the concession granted pursuant to Section 3.1(a) above and directing its Municipal Services Director in writing to identify and deliver 2,200 acre feet per year per Facility of City’s Acceptable treated wastewater to CWV at the site of the Project on a daily basis in the minimum daily volumes designated by CWV from time to time up to a maximum daily volume of 2,200 acre feet per year per Facility on each such day during the

Term (“Notice to Municipal Services Director”);

(ii) if required (as reasonably determined by CWV), directing its Municipal Services Director to formalize such arrangement by entering into a feedstock supply agreement to deliver the City’s Acceptable treated wastewater to the Project on terms mutually agreed between CWV and the Municipal Services Director (“Supply Agreement”);

(iii) executing additional written directions, consents or other instruments to implement such direction to the wastewater supplier promptly (in any case, no later than three (3) business days) upon a request by CWV; and

(iv) monitoring the performance of such obligations by its Municipal Services Director and taking any and all actions available or permitted to cause its Municipal Services Director to identify and deliver any and all of the City’s Acceptable treated wastewater to the CWV in compliance with this Agreement and the PPA and the WPA.

(c) The Acceptable treated wastewater properly delivered to the yet to be defined location upon which the Project and its related infrastructure will be located (“Project Site”) and accepted by CWV hereunder shall be processed by CWV for purposes of producing Potable Water, Green Hydrogen, and other coproducts. CWV shall only accept Acceptable treated wastewater that is of a type that the Project is permitted to accept under Applicable Law or any permit applicable thereto. Title to and risk of loss of Acceptable treated wastewater accepted by CWV hereunder shall pass to CWV upon unloading at the Project Site, as the case may be; *provided that*, no title or risk of loss shall pass to CWV with respect to any Unacceptable Wastewater.

(d) In the event CWV desires to secure additional Acceptable treated wastewater from City, CWV shall pay the costs associated with securing such rights, including, but not limited to, any necessary groundwater, hydraulic modeling, or other studies.

3.2 Books and Records

(a) Throughout the Term, CWV shall prepare and maintain proper, accurate, and complete books, records, and accounts regarding the operations of the Project to the extent necessary to substantiate the amount of deliveries of Acceptable treated wastewater pursuant to this Agreement.

(b) CWV shall provide to City with adequate prior written notice such other information, data, and reports as are reasonably required for the City's administration of this Agreement (subject to the same limitations otherwise set forth herein).

ARTICLE IV PROJECT DEVELOPMENT

4.1 Project Development. CWV will be solely responsible for the development, construction and operation of the Project, including costs and expenses incurred in connection therewith. Such development shall include, but not be limited to, performing a hydraulic study to determine the capacity of the recycled water piping system and any improvement to the recycled water piping system necessary for the Project. CWV will at its own cost, as the guarantor of the associated debt, Manufacture, Install, Operate, and Maintain, to CWV requirements and operation/maintenance schedules, five (5) or more Facilities to be located in the City of Brawley “Project Site(s)”. The facility will provide Potable (Clean)

Water - Green Hydrogen to the market. CWV will at its own cost manage the supply chain for receiving and storage of feed stock of aluminum and off taking/sales of other coproducts at no cost to City.

4.2 Authority. For the avoidance of doubt, subject only to the terms of this Agreement and provisions of Applicable Law, CWV shall have the authority to make decisions regarding the development, financing, construction and operation of the Project in its sole discretion, including without limitation (a) preparing and finalizing the development plan, construction budget and design for the Project; (b) preparing and finalizing each annual operating budget for the Project; (c) the negotiation with key counterparties of project agreements for the Project which CWV determines are necessary or desirable, and (d) other decisions associated with the development, financing, construction and operation of the Project.

4.3 Project Development Assistance. As reasonably requested from time to time by CWV, City shall provide reasonable assistance to CWV in connection with its activities undertaken in furtherance of the development and financing of the Project; *provided that*, City shall not be required to incur any monetary obligation or prepare any grant application in connection with such efforts. Such assistance shall include, without limitation, the following:

(a) City shall use commercially reasonable efforts to assist in obtaining required permits and approvals of the Project in accordance with Applicable Law, including without limitation acting as the lead agency in connection with any environmental review, conditional use permit, or other building permits, in each case to the extent required, and seek to fast track any and all such permitting, in each case, in accordance with and subject to Applicable Law. Notwithstanding the foregoing, CWV acknowledges and agrees that the Project must comply with all applicable statutes and ordinances, federal, state and local. CWV further acknowledges and agrees that to the extent that the City Planning Commission and/or City Council is required to act in an adjudicative capacity in the consideration of any permit, map, or development application submitted by CWV in conjunction with the Project, the City Planning Commission and/or City Council shall exercise their independent judgment in the consideration of the same. Nothing in this agreement shall be inferred to obligate the City Planning Commission and/or City Council to approve any permit, map or develop application that they are called to consider in an adjudicative capacity;

(b) City shall use commercially reasonable efforts to assist CWV in applying for any incentives, subsidies or grants, including state and local tax abatements, for which it might be eligible in connection with the development and operation of the Project; City shall cooperate with efforts to obtain equity contributions and debt to fund the Project, including negotiating and entering into a consent to collateral assignment of this Agreement in a form mutually agreeable to City, CWV and the proposed financing parties;

(c) City shall afford CWV and its representatives (including representatives of the potential equity investors and financing parties) the opportunity to discuss the business, financial condition, operations, assets and liabilities of City with City's officers, employees, attorneys, accountants, consultants and other appropriate representatives of City;

(d) City shall consult with, cooperate and assist with the development and implementation of strategies for engaging the community with respect to Project; and

(e) City shall provide public records or private information that is accessible in the possession of City and reasonably requested by CWV in connection with the development and financing of the Project to CWV and its representatives (including representatives of the proposed equity investors and the proposed financing parties), including access to all data, records, sites, facilities and other information necessary for the conduct of complete commercial, operational, financial, legal, technical and other appropriate due diligence examination with respect to the Project and City.

4.4 Schedule of Development.

(a) CWV plans to secure project approvals approximately 18 months after the Effective Date.

(b) CWV plans to secure construction permits for the Project approximately 24 months after the Effective Date.

(c) CWV plans that the Project is planned to be operational 30 months after the Effective Date.

ARTICLE V EVENTS OF DEFAULT; TERMINATION

5.1 CWV Event of Default. Any of the following shall constitute an “Event of Default” by CWV:

(a) The failure or refusal of CWV to perform or observe any of its material obligations under the provisions of this Agreement (unless such failure or refusal is due to an event of Force Majeure or otherwise excused or justified by the provisions of this Agreement), if such failure or refusal continues uncured thirty (30) days after CWV has received from City written notice of the default and the right to cure; *provided that*, if the nature of the subject failure or deficiency is such that it cannot reasonably be cured within thirty (30) days the cure period shall be extended to not more than sixty (60) days after the written notice of default, as shall be necessary for such Party to cure the breach with all due diligence;

(b) The falseness or inaccuracy of any material representation or warranty made by CWV in this Agreement if the City suffers material harm as a result of such falseness or inaccuracy; or

(c) The commencement of any bankruptcy, insolvency, liquidation, or similar proceeding by or against CWV; the consent by CWV to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy, or custodian of CWV or any substantial part of its assets; or any assignment of all or substantially all of the assets of CWV for the benefit of its creditors; provided, in the case of the commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment, or order is not discharged or dismissed within thirty (30) days.

5.2 City Event of Default. The following shall constitute an “Event of Default” by City:

(a) The failure or refusal of City to perform or observe any of its material obligations pursuant to Article III with respect to the delivery of Acceptable Recycled Ground water (including without limitation the obligation to issue the Notice to Municipal Services Director, to direct the

execution of a Supply Agreement or promptly exercise remedies against its Municipal Services Director), if such failure continues uncured thirty (30) days after City has received from CWV written notice of the default;

(b) Except as set forth in (a) above, the failure or refusal of City to perform or observe any of its other obligations under the provisions of this Agreement (unless such failure or refusal is due to an event of Force Majeure or otherwise excused or justified by the provisions of this Agreement), if such failure or refusal continues uncured thirty (30) days after City has received from CWV written notice of the default; *provided that*, if the nature of the subject failure or deficiency is such that it cannot reasonably be cured within thirty (30) days, then such period shall be extended to not more than sixty (60) days after the written notice of default, as shall be necessary for such Party to cure the breach with all due diligence;

(c) The falseness or inaccuracy of any material representation or warranty made by City in this Agreement if CWV suffers irreparable harm as a result of such falseness or inaccuracy; or

(d) The commencement of any bankruptcy, insolvency, liquidation, or similar proceeding by or against the City; the consent by City to the appointment of or taking possession by a receiver, liquidator, trustee in bankruptcy, or custodian of City or any substantial part of its assets; or any assignment of all or substantially all of the assets of City for the benefit of its creditors; *provided*, in the case of the commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment, or order is not discharged or dismissed within thirty (30) days.

5.3 Remedies upon Event of Default. Following an Event of Default, each of CWV and City shall have the following remedy:

(a) Should CWV or City fail to remedy any Event of Default as defined in Section 5.1 or 5.2 above, within the timeframes set forth therein, then the non-defaulting party may terminate this Agreement by written notice, which termination shall be effective ten (10) business days after delivery thereof.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification.

(a) Except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of City, to the fullest extent permitted by Applicable Law CWV shall indemnify, defend, and hold harmless the City and its elected officials, commissioners, executives, directors, officers, employees, consultants, agents, and representatives (each, a "City Indemnified Party") from any and all Claims incurred as a result of: (i) any act or omission of CWV in connection with performance of its obligations under this Agreement, except to the extent that such Claims arise in connection with Wastewater other than Acceptable treated wastewater that City delivered or caused to be delivered to Project Company; or (ii) bodily injury to or death of any individual, or damage or destruction of property of City or a Third Party, to the extent resulting from the negligence, gross negligence, or willful misconduct of CWV or its officers, employees, or representatives.

(b) To the fullest extent permitted by Applicable Law, except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of CWV, the City shall indemnify, defend, and hold harmless CWV and its members, managers, officers, owners, employees, consultants, agents, and representatives (each, a "CWV Indemnified Party") from any and all Claims incurred as a result of: (i) any act or omission of the City in connection with performance of its obligations under this Agreement; or (ii) bodily injury to or death of any individual, or damage or destruction of property of CWV or a Third Party, to the extent resulting from the negligence, gross negligence, or willful misconduct of the City or its officers, employees, or representatives.

6.2 Indemnification Claims.

(a) Within twenty (20) days of receipt of notice of any Third Party Claim as to which it may be entitled to indemnification hereunder, any indemnified party shall give CWV or City, as applicable, written notice of the Claim with details, to the extent known, of the factual basis of the claim and amounts claimed; *provided that*, a delay in giving such notice shall relieve the indemnifying party of liability for the Claim only to the extent the indemnifying party suffers actual prejudice because of such delay. Notwithstanding the foregoing, City shall at all times have the right to approve any and all non-monetary settlement terms pertaining to any Claim.

6.3 Limitations. The terms and conditions of this Article VI shall remain subject to the limitations set forth in Section 8.6.

6.4 The obligations set forth in this Article VI shall survive termination of this Agreement.

ARTICLE VII REPRESENTATIONS & WARRANTIES

7.1 Representations and Warranties of City. City hereby represents and warrants to CWV as of the Effective Date as follows:

(b) The City is a municipality of the State of California.;

(c) The execution and delivery of this Agreement and the performance of the obligations and duties of City hereunder and thereunder, have been duly authorized by all necessary and appropriate action in accordance with Applicable Law;

(d) This Agreement has been duly executed and delivered by a duly and properly authorized officer or administrator of City, and constitutes a legal, valid, and binding obligation of City, enforceable against City in accordance with its terms;

(e) There is no action, suit, or other proceeding at law or in equity, before or by any court or governmental authority, pending or, to City's knowledge, threatened against City which is or reasonably could be expected to materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement, or which would materially and adversely affect the performance by City of its obligations hereunder or thereunder.

7.2 Representations and Warranties of CWV.

CWV hereby represents and warrants to City as of the Effective Date as follows:

(a) CWV is duly organized and validly existing as a limited liability CWV under the laws of the State of Nevada, with full legal right, power, and authority to enter into and perform its obligations under this Agreement. CWV is authorized to do business in the State of California;

(b) The execution and delivery of this Agreement, the contractual arrangements contemplated herein, and the performance of the obligations and duties of CWV hereunder, have been duly authorized by all necessary and appropriate action in accordance with Applicable Law;

(c) This Agreement will have been duly executed and delivered by a duly and properly authorized manager or officer of CWV, and constitute legal, valid, and binding obligations of Project Company, enforceable against CWV in accordance with its terms;

(d) Neither the execution and delivery by CWV of this Agreement, nor the performance by CWV of its obligations hereunder, nor the consummation by CWV of the transactions contemplated hereby conflicts with, violates, or results in a breach of: (i) any Applicable Law; or (ii) any term or condition of any judgment, decree, mortgage, indenture, lease, agreement, or instrument to which CWV is a party or by which CWV or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, mortgage, indenture, lease, agreement, or instrument; and

(e) There is no action, suit, or other proceeding at law or in equity, before or by any court or governmental authority, pending or, to CWV's knowledge, threatened against CWV which is or reasonably could be expected to materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement, or which would materially and adversely affect the performance by CWV of its obligations hereunder or thereunder.

ARTICLE VIII MISCELLANEOUS

8.1 Sovereign Immunity. Excepting only the provisions of the California Government Tort Claims Act (Cal. Gov't Code §§ 810-998.3), City waives its right to raise the defense of sovereign immunity with respect to claims arising out of this Agreement. Nothing in this Agreement shall limit or waive any provision of the Government Claims Act (Cal. Gov't Code §§ 810-998.3) or any other provision of Applicable Law.

8.2 Cost and Expenses. Except as and to the extent expressly provided otherwise herein, each Party shall bear its own costs and expenses in the performance of this Agreement.

8.3 Compliance. The Parties shall perform this Agreement in compliance with Applicable Law.

8.4 Confidentiality. Each Party agrees to maintain as confidential and not disclose this Agreement, as well as any financial information, trade secrets, and other confidential information disclosed in the performance of this Agreement, which information is non-public, confidential, or proprietary and which is developed by or on behalf of the other Parties during the course of the transaction except to the extent disclosure of such information is required by Applicable Law, including, without limitation, the Ralph M. Brown Act (Cal. Gov't Code §§ 54950-54963) and California Public Records Act (Cal. Gov't Code §§ 6250-6277), and except that CWV shall be entitled to disclose to

potential investors and financing parties. No Party shall issue any press release regarding this Agreement or the relationship of the Parties except with the prior written consent of the other Party. This provision shall survive termination of this Agreement.

8.5 Legal Relationship. The legal relationship of the Parties hereunder shall be contractual in nature and shall be governed by the terms of this Agreement. Nothing herein shall be construed to create a partnership or joint venture or impose the duties, obligations or liabilities associated with a partnership or joint venture on or with regard to either Party, or to create a principal/agent relationship between the Parties. Notwithstanding anything herein to the contrary, CWV shall not have the authority to bind City to any contract or other obligation absent the agreement of City.

8.6 Limitation of Liability. NO PARTY SHALL BE LIABLE TO ANOTHER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFIT OR LOSS OF BUSINESS OPPORTUNITY, EXCEPT IN CASES OF FRAUD OR WILLFUL MISCONDUCT.

8.7 Governing Law. The construction, validity and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law principles. THE PARTIES AGREE TO SUBMIT TO THE JURISDICTION OF AND VENUE IN THE FEDERAL COURT IN IMPERIAL, CALIFORNIA AND THE STATE COURTS IN IMPERIAL COUNTY, CALIFORNIA IN ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT, AND AGREE NOT TO BRING ANY SUIT, ACTION OR PROCEEDING IN ANY OTHER FORUM OR TRIBUNAL EXCEPT WHERE APPROPRIATE TO ENFORCE THE JUDGMENT OF SUCH A COURT. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED MAIL ADDRESSED AND SENT TO THE NOTICE ADDRESS SET FORTH IN SECTION 9.14.

8.8 Intellectual Property. Any disclosure to or use by City of the proprietary information, confidential information or intellectual property of CWV or its affiliates, including the Modular Hydro-thermal Technology, shall not be considered as a transfer of title to or a license to use such information or intellectual property, and ownership of the same shall remain with CWV or the applicable affiliate. Nothing in this Agreement shall be construed as imposing an obligation of CWV or its affiliates to share with City any information or intellectual property. In the event CWV or the applicable affiliate discloses information or intellectual property to City, City's use of such information or intellectual property shall be limited to evaluation of the Project and performance of obligations under this Agreement and for no other purposes.

8.9 Assignment; Amendment. No Party may assign this Agreement without the prior written consent of the other Party; *provided* that CWV shall be entitled to collaterally assign its right, title and interest in this Agreement to the financing parties advancing debt with respect to the Project. City shall enter into a Consent Agreement by and among City, CWV and such financing parties on terms mutually agreed among such parties. CWV shall pay all expenses reasonably incurred by City in connection with the negotiation and execution of such Consent Agreement. No waiver of or amendment to this Agreement shall be effective unless it is in writing and executed by the Parties hereto or the Party making the waiver.

This Agreement sets forth the entire agreement by the Parties and any prior agreement, oral or written, is hereby superseded by this Agreement. All Article headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

8.10 Waiver. No failure or delay on the part of the Parties in exercising any right, power or privilege hereunder, shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude the simultaneous or later exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have.

8.11 Counterparts; Fax Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any such executed counterpart may be delivered by facsimile, docusign or in pdf format, and, as so delivered, shall be legally enforceable in accordance with its terms.

8.12 No Third-Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the Parties and no other entity or person shall have any rights hereunder; provided further that any affiliate of CWV with an ownership interest in the Modular Hydro-thermal Technology shall be entitled to enforce the terms hereof with respect to the ownership, use, disclosure and protection of the Modular Hydro-thermal Technology.

8.13 Limitations on Agreement. Nothing in this Agreement is, or shall be interpreted to be, a commitment by City to (a) dispose of land to CWV, (b) issue any permit or approval (land use or otherwise) or (c) perform any other acts or activities requiring the subsequent independent exercise of discretion by City.

8.14 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly dispatched if delivered in person, sent by a nationally recognized overnight courier postage prepaid, mailed by certified mail postage prepaid return receipt requested, or transmitted by telecopier subject to confirmation of receipt to the addresses set forth below.

To CWV
Clean Water Ventures, Inc.
Name: Roy DiBenerdini
Title: Chief Executive Officer
Address: 81 Ocean State Drive,
North Kingstown, RI 02852

To City: City of Brawley
Name: Tyler Salcido
Title: City Manager
Address: City of Brawley
383 Main Street
Brawley, CA 92227

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CLEAN WATER VENTURES, INC.

By: _____
Name: Roy DiBenerdini
Title: Chief Executive Officer

**CITY OF BRAWLEY,
A MUNICIPAL CORPORATION**

By: _____
Name:

Title: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A**DEFINITIONS**

"Acceptable treated wastewater" means treated wastewater with a total dissolved solids level ("TDS") of less than 500 mg/L in TDS, less than 2.5 mg/L in total suspended solids and turbidity in accordance with the requirements set forth in California Code of Regulations Title 22.

"Agreement" has the meaning set forth in the Preamble hereof.

"Applicable Law" means any and all statutes, codes, laws, constitutions, charters, ordinances, resolutions, judgments, orders, writs, decrees, consents, guidelines, rules, requirements, actions, determinations, regulations, directives, standards, or similarly binding authorities, whether now existing or hereafter enacted, adopted, promulgated, issued or enforced.

"Claims" means claims, demands, law suits, causes of action, obligations, liabilities, damages, losses, costs, and expenses (including reasonable expenses of litigation, including court costs and attorneys' fees).

"Closing Date" means the date designated by CWV and City no later than ten (10) days following the date on which the conditions set forth in Sections 7.1 and 7.2 have been satisfied or waived in accordance therewith.

"City" has the meaning set forth in the Preamble hereof.

"City Indemnified Party" has the meaning set forth in Section 6.1(a).

"CWV Indemnified Party" has the meaning set forth in Section 6.1(b).

"Delivery Start Date" means the date designated by CWV for the commencement of deliveries of Acceptable Recycled Ground water notice of which shall be provided to the Municipal Services Director in accordance with the Supply Agreement.

"Effective Date" has the meaning set forth in Section 2.1.

"Event of Default" has the meaning set forth in Section 5.1 and Section 5.2.

"Force Majeure" means an event beyond the reasonable control of City or CWV, which prevents such party (the "Affected Party") from complying with any of its obligations under this Agreement (other than an obligation to pay any monies required to be paid hereunder), including: (i) acts of God (such as, but not limited to, fires, explosions, earthquakes, pandemics, droughts, and floods); (ii) war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (iii) rebellion, revolution, insurrection, military or usurped power, or civil war; (iv) riot, commotion, strikes, slow-downs, lock outs, or disorder, unless solely restricted to employees of City or CWV; or (v) acts or threats of terrorism. The Affected Party shall not be considered in breach of this Agreement to the extent that performance of its obligations is prevented by an event of Force Majeure that arises after the Effective Date. The Affected Party shall give notice to the other party of an event of Force Majeure promptly upon it becoming known to the Affected Party. Notwithstanding the occurrence of any event of Force Majeure, the Affected Party shall continue to perform all of its remaining obligations under the

Agreement, to the extent practicable, and shall use commercially reasonable efforts to mitigate the effects of such event of Force Majeure on its obligations under this Agreement.

“Green Energy” is defined as energy produced by a renewable process where no hydrocarbons are used, and no pollutants are introduced into the environment.

“Green Hydrogen” is defined as energy produced by a renewable process where no hydrocarbons are used, and no pollutants are introduced into the environment.

“Ground Lease” is defined as a commercial lease that allows CWV to lease land from the City of Brawley to locate their Facility in proximity to The City’s applicable wells and to make improvements to it according to their needs.

“Market Price” means the market price is determined on a periodic basis by the City and CWV by utilizing data sources such as S&P Global Commodity Insights, Argus Media, Platts, and Thompson Reuters, providers of energy and commodities information and a source of benchmark price assessments in the physical commodity markets.

“Modular Hydro-thermal Technology (“MHTT”)” is CWV’s patented process that converts acceptable ground water and scrap aluminum to produce clean water, pure hydrogen, and other clean coproducts.

“MHTT Water-Energy System Facility (“Facility” or “Facilities”)” is CWV’s Facility that utilizes the CWV MHTT process to convert acceptable ground water and scrap aluminum to produce clean water, pure hydrogen, and other clean coproducts.

“Order of Preferences” means the order in which CWV will offer Clean Water and Green Energy to The City and other parties under this Agreement. CWV shall first offer the above to (a) the City of Brawley, (b) The County of Imperial, (c), (d) Other governmental entities in the County, (e) Other private entities and/or farmers in the City of Brawley, and (f) Other private entities and/or farmers in the County. If there remains Clean Water or Green Hydrogen after CWV attempts to sell both at Market Rate to the entities above, CWV may sell the remaining Clean Water and Green Hydrogen to other entities or individuals.

“Person” means any individual, firm, corporation, general or limited partnership, company, limited liability company, trust, joint venture, union, estate, organization, association, federal, state, local, or foreign government, court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality or self-regulatory authority, or any other similar entity.

“Potable Water”, also known as drinking water, comes from surface and ground sources and is treated to levels that that meet state and federal standards for consumption.

“Power Purchase Agreement” is defined as a power offtake agreement between CWV being a producer hydrogen and the City of Brawley as an offtaker of the hydrogen.

“Project” has the meaning set forth in the Recitals hereof.

“Project Site” has the meaning set forth in Section 3.1.c.

"Supply Agreement" has the meaning set forth in Section 3.1.

"Term" has the meaning set forth in Section 2.1.

"Third Party" means any Person other than CWV, any Affiliate of CWV, or City.

"Third Party Claim" means any claim, demand, lawsuit, cause of action, or proceeding by a Third Party for which indemnification may be sought by a party under Article VI.

"Unacceptable Wastewater" means any water that does not meet the definition of Acceptable Recycled Water set forth above.

"Municipal Services Director" means one or more Third Party vendors or service providers engaged by City from time to time in connection with the treatment and processing of City's Acceptable treated wastewater.

"Water Purchase Agreement" is defined as a Potable Water offtake agreement between CWV being the producer of the potable water and City of Brawley as an offtake of the potable water.

EXHIBIT B

FORM OF POWER PURCHASE AGREEMENT (PPA)

Green Hydrogen Power Purchase “Offtake” Agreement

by and between

Clean Water Ventures, Inc.

and

The City of Brawley, CA

Dated _____

OFFTAKE AGREEMENT FOR GREEN HYDROGEN

THIS OFFTAKE AGREEMENT FOR GREEN HYDROGEN (this “Agreement”), is made, entered into and effective as of _____ (the “Effective Date”), by and between Clean Water Ventures, Inc. (CWV), a Nevada Corporation (“Seller”), and the City of Brawley, a California municipal corporation (“CITY”, and “Buyer”).

WITNESETH

WHEREAS, Seller and Buyer (collectively, the “Parties”, and each individually a “Party”) are desirous of entering into an agreement whereby Seller will sell and Buyer will have the right of first refusal to purchase a portion of Seller’s Products (as defined below) produced by the Facility (as defined below); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to have the right to purchase from Seller the Products pursuant to the terms and conditions of this Agreement; and

WHEREAS, Seller desires that the Green Hydrogen produced pursuant to this Agreement be offered for sale locally according to an Order of Preferences as detailed in this Agreement; and

WHEREAS, Seller will provide Buyer with the right of first refusal to purchase Green Hydrogen at the Market Rate and if Buyer does not to enter into an agreement to purchase such Green Hydrogen, Seller will offer the Green Hydrogen to other local entities according to an Order of Preferences as detailed in this Agreement.

NOW THEREFORE, in consideration of the premises, the terms and conditions hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1 DEFINED TERMS

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition,

control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and ownership of 50% or more of the voting securities of another Person shall create a rebuttable presumption that such Person controls such other Person.

“Applicable Law” shall mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree (including, without limitation, any consent decree), permit, approval, license, requirement, or other governmental restriction or any similar form of decision of, or any provision or condition of any permit, license or other operating authorization issued under any of the foregoing by, or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including without limitation, all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the state of California are authorized or obligated to close.

“Contract Year” means a period of 365 days (or 366 days in case the period includes a February 29) beginning on the Effective Date and ending on each subsequent anniversary thereof during the effectiveness of this Agreement.

“Day” means each period of twenty-four consecutive hours, beginning and ending at 12:00 am (midnight), Pacific Time.

“Facility” means an MHTT Clean Water-Green Energy System to process acceptable ground water to produce Potable (Clean) Water and Green Hydrogen

“Market Price” The market price is determined on a periodic basis by the City and CWV by utilizing data sources such as S&P Global Commodity Insights, Argus Media, Platts, and Thompson Reuters, providers of energy and commodities information and a source of benchmark price assessments in the physical commodity markets.

“Order of Preferences” means the order in which Seller will offer Green Energy to Buyer and other parties under this Agreement. Seller shall first offer the above to (a) City, (b) private businesses, private schools, other private entities and institutions, and charities within the city limits of City and other local governmental entities with territory within the city limits of the City. (c) the other cities (incorporated communities) within the County, (d) private businesses, private schools, other private entities and institutions, charities, and other local governmental entities within the County. If there remains Clean Hydrogen after Seller attempts to sell same at the Market Rate to the entities above, Seller may sell the remaining Clean Hydrogen to other entities or individuals in its sole business discretion.

“Person” means an individual, partnership, limited liability company, corporation, joint stock company, trust, estate, joint venture, association or unincorporated organization, or any other form of business or professional entity.

“Term” has the meaning set forth in Section 3.

Any other capitalized terms in this Agreement not otherwise defined above shall have the meaning as defined herein.

2 PURCHASE AND SALE

2.1 Products. Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, the products (the “Products”, and each individually a “Product”) set forth on Schedule 2.1 attached hereto and incorporated by reference according to the Order of Preferences.

2.2 Specifications. The specifications for the Products are as set forth in Schedule 2.1.

2.3 Volumes. The applicable volumes to be purchased and sold hereunder are as set forth in Schedule 2.1.

2.4 Ratable Liftings. Products will be delivered and lifted ratably throughout the applicable month as produced by the Facility and based, to the extent practicable, upon the applicable Final Nomination (as defined in Section 2.6).

2.5 Delivery Points. Product will be delivered to the agreed to delivery points (each individually, a “Delivery Point” and collectively, the “Delivery Points”).

2.6. Inability to Deliver. In the event Seller is unable to load or deliver any Products at the specific Delivery Points designated by Buyer, Seller shall provide Buyer prompt notice thereof. Deliveries shall be as specified in Schedule 2.1.

2.7 Nominations. Upon the Effective Date of this Agreement and on each anniversary thereafter, Seller shall provide Buyer with a good faith non-binding forecast of its monthly production estimates (the “Initial Nomination”) for each of the Products listed on Schedule 2.1 (stating volumes) for the following Contract Year. During the first Contract Year, on or before the twentieth Day of each calendar month, Buyer shall provide Seller with monthly nominations by week for each Product for the following month stating volumes and Delivery Points (the “Final Nomination”); provided, however (i) Buyer shall make best efforts such that the Final Nomination for each month shall not vary by more than plus or minus ten percent (10%), at Delivery Point from the Initial Nomination for such month and (ii) the Final Nomination shall not reduce Buyer’s commitment to purchase the agreed to H2 Product produced by Seller at the Facility during each Contract Year. Seller agrees to deliver the Products and Buyer agrees to lift all of the H2 Product produced by Seller at the Project Site and, to the extent practicable, in accordance with the Final Nomination for each month in which deliveries are scheduled.

2.8 Planned Maintenance. Seller will provide Buyer with a 12-month rolling forecast of scheduled downtime of the Facility and Product availability to the nearest Day (each a “Maintenance Outage Day”).

2.9 Remedies. The Parties acknowledge that the remedies available to them at law or in equity for a breach of delivery or receipt may include “cover” and “resale” damages subject to and in accordance with the applicable provisions of the Uniform Commercial Code (“UCC”) commercial transactions as adopted by the United States of America. In the event of CWV breach, the City's damages cannot be less than zero.

3 TERM

The “Term” of this Agreement shall be from the Effective Date through the earlier of the date that is the twentieth anniversary of the Effective Date and the termination of this Agreement pursuant to Section 6.1.

4 PRICING/INVOICES/PAYMENT TERMS

4.1 Pricing. The methodology for establishing the price of Green Hydrogen shall be as set forth in this Agreement. The price and quantity of H2 Product to be provided to Buyer will be at a Price as defined in this Agreement. Prices shall be rounded to six (6) decimal places. If the Parties determine that the pricing formula set forth herein results in a price which is materially different than the then prevailing “market price” for such Product at one or more applicable Delivery Points, the Parties shall mutually agree on a new price for any such Product at any such Delivery Point, as appropriate. If the Parties cannot agree on a new pricing formula or if the Parties cannot agree that the pricing formula set forth herein results in a material difference when compared to the then prevailing “market price” for such Product at one or more applicable Delivery Points, then the Parties shall hire a mutually acceptable independent third party to determine the materiality of the difference and/or a prevailing market price formula based upon the factors set forth above. The Parties shall share equally the costs of the independent third party.

4.2 Replacement Publications. In the event that Publications such as Platts (part of McGraw Hill Financial Inc), Argus Media, or Thomson Reuters cease operation and/or publication of the relevant price or materially alters the method for calculating a price, the Parties agree to meet within ten (10) days to agree to a replacement publication for use hereunder.

4.3 Invoice Address. Until such times that the Parties use electronic data interchange (“EDI”), all invoices shall be sent to the following address:

City of Brawley
Attn: City Manager
Tyler Salcido
City of Brawley
383 Main Street
Brawley, CA 92227

4.4 Invoices. Seller shall submit an invoice, together with such information as the Parties mutually agree is necessary to substantiate the invoice (collectively, the “Invoice”), to Buyer for all Products delivered to Buyer within two (2) Business Days after delivery or lifting and Buyer agrees to pay Seller within Ten (10) to Fifteen (15) Business Days of receipt of any such Invoice.

Each Invoice shall show the quantity, Product type and grade of Products nominated by Buyer and delivered by the Seller at each relevant Delivery Point together with the prices applicable for these Products and quantities. Seller shall deliver each Invoice to Buyer via facsimile or electronic transmission, unless otherwise agreed by the Parties. The Parties agree to work together in good faith to arrange for each Invoice to be sent via EDI.

5 MEASUREMENTS

Quantity of Product delivered shall be determined pursuant to the methods set forth in the General Terms and Conditions.

6 TERMINATION

6.1 Termination. This Agreement may be terminated:

- A. By either Party if the other Party declares an event of force majeure (as set forth in paragraph 9 of the General Terms and Conditions, attached hereto as Exhibit A) that occurs and continues for a period in excess of one-hundred twenty (120) consecutive Days; or
- B. By either Party if the other Party materially defaults in the observance or in the due and timely performance of any of the material covenants of such Party contained herein, and such default (other than payment default) shall continue unremedied fifteen (15) Business Days after the defaulting Party's receipt of written notice of default (or, in the event such default cannot be remedied within fifteen (15) Business Days, the defaulting Party has not commenced and continuously and diligently pursued remedying such default within fifteen (15) Business Days).
- C. By either Party in the event the other Party, (a) makes an assignment or any general arrangement for the benefit of creditors, (b) files a petition or otherwise commences, authorizes, or acquiesces in the commencing of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, (c) otherwise becomes bankrupt or insolvent (however evidenced), or (d) has a receiver, provisional liquidator, conservator, custodian trustee or other similar official appointed with respect to it or substantially all of its assets.
- D. By either Party in accordance with paragraph 6 of the General Terms and Conditions attached hereto as Exhibit A.

Written notice of termination shall be given by the terminating Party to the other Party pursuant to Section 7.2.

7 MISCELLANEOUS

7.1 Exhibits. The exhibits attached hereto, including without limitation the General Terms and Conditions as Exhibit A, are incorporated herein by this reference and are made a part of this Agreement. In the event of conflict between the provisions of the main body of this Agreement and any of the exhibits hereto, the provisions of the main body of this Agreement shall prevail.

7.2 Notices. Any and all notices herein prescribed shall be in writing and transmitted by personal delivery, by U.S. Postal Service as overnight or certified mail return receipt requested, or by a nationally recognized delivery service for same Day or overnight delivery to the respective parties as follows:

Clean Water Ventures, Inc. (CWV)
81 Ocean State Drive,
North Kingstown, RI 02852
Attn: CEO
Telephone: (858) 437-3294
roy@cleanwaterventures.com

City of Brawley CA
Attn: With a copy to:
City of Brawley
Brawley CA
Attn: Tyler Salcido
City of Brawley
383 Main Street

Brawley, CA 92227

Receipt of all notices shall be determined by date/time stamp on received personal delivery, or receipt date on any other form of delivery.

7.3 Relationship of the Parties. It is not the purpose or intention of this Agreement to create (and it should not be construed as creating) a joint venture, partnership or any type of association, and the Parties are not authorized to act as an agent or principal for each other with respect to any matter related hereto.

7.4 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

7.5 Successors Bound: No Third-Party Beneficiaries. Subject to the provisions of paragraph 15 of Exhibit A hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Order of Preferences is a list of how Products will be offered for sale to entities not a part of this Agreement and creates no right, benefit or remedy to such entities.

7.6 Entire Agreement. With the exception of the Master Agreement dated February __, 2024, this Agreement, the exhibits and the documents specifically referred to herein constitute the entire agreement, understanding, representations and warranties of the Parties hereto with respect to the subject matter hereof.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first specified above.

City of Brawley, CA

By: _____
Name
:

Clean Water Ventures, Inc. (CWV)

By: _____
Name: Roy DiBenerdini
Title: CEO

[Signature Page to Offtake Agreement]

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Schedule 2.1

Products: Pure Green Hydrogen

<u>Product</u>	<u>Grade</u>	<u>Amount per Year</u>
H2	Pure Green Hydrogen H2	Up to Full Output of Facilities

*Specifications shall be consistent with local Delivery Point requirements at the time of delivery.

Price: Prices for H2 product will be equal to the three (3) day average price for such Product, determined by reference to the value derived from the pricing formula set forth below for such Product on the day of delivery or lifting and for the two Business Days prior to the date of delivery or lifting. CWV agrees to provide the City of Brawley with up to the amount of Pure Green Hydrogen.

<u>Product</u>	<u>Pricing Basis and Formulation</u>
H2	Market for Pure Green Hydrogen H2

Delivery: CITY OF BRAWLEY, CA's storage at the agreed to Delivery Point.

3f.1

EXHIBIT C

FORM OF WATER PURCHASE AGREEMENT (WPA)

Potable Water Purchase “Offtake” Agreement

by and between

Clean Water Ventures, Inc.

and

The City of Brawley, CA

Dated _____

OFFTAKE AGREEMENT FOR POTABLE WATER

THIS OFFTAKE AGREEMENT FOR POTABLE WATER (this “Agreement”), is made, entered into and effective as of _____ (the “Effective Date”), by and between Clean Water Ventures, Inc. (CWV), a Nevada Corporation (“Seller”), and the City of Brawley, a California municipal corporation (“City”, and “Buyer”).

WITNESETH

WHEREAS, Seller and Buyer (collectively, the “Parties”, and each individually a “Party”) are desirous of entering into an agreement whereby Seller will sell and Buyer will have the right of first refusal to purchase a portion of Seller’s Products (as defined below) produced by the Facility-Water and Power (as defined below); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires the right of first refusal to purchase from Seller the Products pursuant to the terms and conditions of this Agreement;

WHEREAS, Seller desires that the Clean Water produced pursuant to this Agreement be used and sold locally according to an Order of Preferences as detailed in this Agreement; and

WHEREAS, Seller will provide Buyer with the right of first refusal to purchase Clean Water at the Negotiated Price and Green Hydrogen at Market Rate and if Buyer does not enter into an agreement to purchase Clean Water, Seller will offer the Clean Water according to an Order of Preferences as detailed in this Agreement; and

NOW THEREFORE, in consideration of the premises, the terms and conditions hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1 DEFINED TERMS

“Business Day” means a day other than Saturday, Sunday or any day on which banks located in the state of California are authorized or obligated to close.

“Clean Water” and “Potable Water” are used interchangeably in this Agreement and mean water that meets state and federal standards for consumption.

“Contract Year” means a period of 365 days (or 366 days in case the period includes a February 29) beginning on the Effective Date and ending on each subsequent anniversary thereof during the effectiveness of this Agreement.

“Day” means each period of twenty-four consecutive hours, beginning and ending at 12:00 am (midnight), Pacific Time.

“Facility” means MHTT Clean Water-Green Energy System to process acceptable ground water to produce Potable (Clean) Water

“Acre-Foot” means the volume of one acre of surface area to a depth of one foot.

“Market Price-Green Hydrogen” The market price is determined on a periodic basis by Buyer and Seller by utilizing data sources such as S&P Global Commodity Insights, Argus Media, Platts, and Thompson Reuters, providers of energy and commodities information and a source of benchmark price assessments in the physical commodity markets.

“Order of Preferences-Clean Water” means the order in which Seller will offer Clean Water to Buyer and other parties under this Agreement. Seller shall first offer the above to (a) the City and then to (b) other potential users within the City of Brawley with a need for Clean Water that the City identifies

“Person” means an individual, partnership, limited liability company, corporation, joint stock company, trust, estate, joint venture, association or unincorporated organization, or any other form of business or professional entity.

“Term” has the meaning set forth in Section 3.

Any other capitalized terms in this Agreement not otherwise defined above shall have the meaning as defined herein.

2 PURCHASE AND SALE

2.1 Products. Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, the products (the “Products”, and each individually a “Product”) set forth on Schedule 2.1 attached hereto and incorporated by reference. according to the Order of Preferences.

2.2 No Export of Clean Water. No Clean Water shall be exported outside the boundaries of the City of Brawley without the City’s approval.

2.3 Specifications. The specifications for the Products are as set forth in Schedule 2.1.

2.4 Volumes. The applicable volumes to be purchased and sold hereunder are as set forth in Schedule 2.1.

2.5 Ratable Liftings. Products will be delivered and lifted ratably throughout the applicable month as produced by the Facility and based, to the extent practicable, upon the applicable Final Nomination (as defined in Section 2.8).

2.6 Delivery Points. Product will be delivered to the agreed to delivery points (each individually, a “Delivery Point” and collectively, the “Delivery Points”).

2.7. Inability to Deliver. In the event Seller is unable to load or deliver any Products at the specific Delivery Points designated by Buyer, Seller shall provide Buyer prompt notice thereof. Deliveries shall be as specified in Schedule 2.1.

2.8 Nominations. Upon the Effective Date of this Agreement and on each anniversary thereafter, Seller shall provide Buyer with a good faith non-binding forecast of its monthly production estimates (the “Initial Nomination”) for each of the Products listed on Schedule 2.1 (stating volumes) for the following Contract Year. During the first Contract Year, on or before the twentieth Day of each calendar month, Buyer shall provide Seller with monthly nominations by week for each Product for the following month stating volumes and Delivery Points (the “Final Nomination”); provided, however (i) Buyer shall make best efforts such that the Final Nomination for each month shall not vary by more than plus or minus ten percent (10%), at Delivery Point from the Initial Nomination for such month and (ii) the Final Nomination shall not reduce Buyer’s commitment to purchase the agreed to Potable Water Product produced by Seller at the Facility during each Contract Year. Seller agrees to deliver the Products and Buyer agrees to lift all of the Potable Water Product produced by Seller at the Project Site and, to the extent practicable, in accordance with the Final Nomination for each month in which deliveries are scheduled.

2.9 Planned Maintenance. Seller will provide Buyer with a 12-month rolling forecast of scheduled downtime of the Facility and Product availability to the nearest Day (each a “Maintenance Outage Day”).

2.10 Remedies. The Parties acknowledge that the remedies available to them at law or in equity for a breach of delivery or receipt may include “cover” and “resale” damages subject to and in accordance with the applicable provisions of the Uniform Commercial Code (“UCC”) commercial transactions as adopted by the United States of America. In the event of CWV breach, the city's damages cannot be less than zero.

3 TERM

The “Term” of this Agreement shall be from the Effective Date through the earlier of the date that is the twentieth anniversary of the Effective Date and the termination of this Agreement pursuant to Section 6.1.

4 PRICING/INVOICES/PAYMENT TERMS

4.1 Pricing-Clean Water. The methodology for establishing the price of Clean Water shall be as set forth in this Agreement. The price for Clean Water shall be the Negotiated Price.

4.2 Pricing-Green Hydrogen. The methodology for establishing the price of Green Hydrogen shall be as set forth in this Agreement. The price and quantity of Green Hydrogen Product to be provided to the City will be at a Price as defined in this Agreement. Prices shall be rounded to six (6) decimal places If the Parties determine that the pricing formula set forth herein results in a price which is materially different than the then prevailing “market price” for such Product at one or more applicable Delivery Points, the Parties shall mutually agree on a new price for any such Product at any such Delivery Point, as

appropriate. If the Parties cannot agree on a new pricing formula or if the Parties cannot agree that the pricing formula set forth herein results in a material difference when compared to the then prevailing “market price” for such Product at one or more applicable Delivery Points, then the Parties shall hire a mutually acceptable independent third party to determine the materiality of the difference and/or a prevailing market price formula based upon the factors set forth above. The Parties shall share equally the costs of the independent third party.

4.3 Replacement Publications for Green Hydrogen Price. In the event that Publications such as Platts (part of McGraw Hill Financial Inc), Argus Media, or Thomson Reuters ceases operation and/or publication of the relevant price or materially alters the method for calculating a price, the Parties agree to meet within ten (10) days to agree to a replacement publication for use hereunder.

4.4 Invoice Address. Until such times that the Parties use electronic data interchange (“EDI”), all invoices shall be sent to the following address:

City of Brawley
Attn:

4.5 Invoices. Seller shall submit an invoice, together with such information as the Parties mutually agree is necessary to substantiate the invoice (collectively, the “Invoice”), to Buyer for all Products delivered to Buyer within [two (2)] Business Days after delivery or lifting and Buyer agrees to pay Seller within Ten (10) to Fifteen (15) Business Days of receipt of any such Invoice.

Each Invoice shall show the quantity, Product type and grade of Products nominated by Buyer and delivered by the Seller at each relevant Delivery Point together with the prices applicable for these Products and quantities. Seller shall deliver each Invoice to Buyer via facsimile or electronic transmission, unless otherwise agreed by the Parties. The Parties agree to work together in good faith to arrange for each Invoice to be sent via EDI.

5 MEASUREMENTS

Quantity of Product delivered shall be determined pursuant to the methods set forth in the General Terms and Conditions.

6 TERMINATION

6.1 Termination. This Agreement may be terminated:

- A. By either Party if the other Party declares an event of force majeure (as set forth in paragraph 9 of the General Terms and Conditions, attached hereto as Exhibit A) that occurs and continues for a period in excess of one-hundred twenty (120) consecutive Days; or
- B. By either Party if the other Party materially defaults in the observance or in the due and timely performance of any of the material covenants of such Party contained herein, and such default (other than payment default) shall continue unremedied fifteen (15) Business Days after the defaulting Party’s receipt of written notice of default (or, in the event such default cannot be remedied within fifteen (15) Business Days, the defaulting Party has not

commenced and continuously and diligently pursued remedying such default within fifteen (15) Business Days).

- C. By either Party in the event the other Party, (a) makes an assignment or any general arrangement for the benefit of creditors, (b) files a petition or otherwise commences, authorizes, or acquiesces in the commencing of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, (c) otherwise becomes bankrupt or insolvent (however evidenced), or (d) has a receiver, provisional liquidator, conservator, custodian trustee or other similar official appointed with respect to it or substantially all of its assets.
- D. By either Party in accordance with paragraph 6 of the General Terms and Conditions attached hereto as Exhibit A.

Written notice of termination shall be given by the terminating Party to the other Party pursuant to Section 7.2.

7 MISCELLANEOUS

7.1 Exhibits. The exhibits attached hereto, including without limitation the General Terms and Conditions as Exhibit A and incorporated herein by this reference, are made a part of this Agreement. In the event of conflict between the provisions of the main body of this Agreement and any of the exhibits hereto, the provisions of the main body of this Agreement shall prevail.

7.2 Notices. Any and all notices herein prescribed shall be in writing and transmitted by personal delivery, by U.S. Postal Service as overnight or certified mail return receipt requested, or by a nationally recognized delivery service for same Day or overnight delivery to the respective parties as follows:

For CWV:

**Clean Water Ventures, Inc. (CWV)
81 Ocean State Drive,
North Kingstown, RI 02852
Attn: CEO
Telephone: (858) 437-3294
roy@cleanwaterventures.com**

For City:

City of Brawley

With a copy to:

City of Brawley

Attn: Tyler Salcido, And with a copy to:

Receipt of all notices shall be determined by date/time stamp on received personal delivery, or receipt date on any other form of delivery.

7.3 Relationship of the Parties. It is not the purpose or intention of this Agreement to create (and it should not be construed as creating) a joint venture, partnership or any type of association, and the Parties are not authorized to act as an agent or principal for each other with respect to any matter related hereto.

7.4 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

7.5 Successors Bound; No Third-Party Beneficiaries. Subject to the provisions of paragraph 15 of Exhibit A hereof, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Order of Preferences is a list of how Products will be offered for sale to entities not a part of this Agreement and creates no right, benefit or remedy to such entities.

7.6 Entire Agreement. With the exception of the Master Agreement dated February __, 2024, this Agreement, the exhibits and the documents specifically referred to herein constitute the entire agreement, understanding, representations and warranties of the Parties hereto with respect to the subject matter hereof.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Offtake Agreement]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first specified above.

Clean Water Ventures, Inc. (CWV)

By: _____
Name: Roy DiBenerdini
Title: CEO

City of Brawley, CA

By: _____
Name:
Title:

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Schedule 2.1

Products: Potable Water

<u>Product</u>	<u>Grade</u>	<u>Amount per Year</u>
Potable Water	Potable	Processing output based on feedstock input of up to 6 acre feet of Acceptable Recycled Ground water per Day per Facility-Water and Power

*Specifications shall be consistent with local Delivery Point requirements at the time of delivery.

Price: Prices for Potable Water product will be the Negotiated Price. CWV agrees to provide the City of Brawley with up to the amount of Potable Water.

<u>Product</u>	<u>Pricing Basis and Formulation</u>
Potable Water	Negotiated Price for Potable Water

Delivery: CITY OF Brawley, CA's storage at the agreed to Delivery Point.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. **Definitions:** Capitalized terms that are used herein and otherwise not defined shall have the meanings set forth in the main body of the Master Agreement (the “Main Document”). The following additional terms used in these General Terms and Conditions (these “General Conditions”) shall have the following meanings:

“ACS” shall mean the American Chemical Society.

“ACS/ASTM Standard” shall mean the API and ASTM standard references as such are in effect as of the date hereof. In the event such standards are revised or modified during the Term of this Agreement, the revised or modified standards shall apply if legally required, and if not, after such revisions or modifications have been evaluated and accepted by the Parties.

“ASTM” shall mean the American Society for Testing and Materials.

“CPT” shall mean Carriage Paid To as described in Incoterms.

“FOB” shall mean Free On Board as described in Incoterms.

“Incoterms” shall mean the 2000 edition of the trade terms published by the International Chamber of Commerce which shall apply to this Agreement to the extent that they do not conflict with the provisions of this Agreement.

“LIBOR” shall mean, as of any date of determination, the one-month London Interbank Offered Rate for U.S. dollars, determined at 11:00 a.m. London time, on the first Day of the calendar month in which the date of determination occurs (or, if the first Day of such calendar month is not a London Banking Day, the immediately preceding London Banking Day) offered by the National Westminster Bank or any successor thereto. For purposes of this definition, a “London Banking Day” is a Day on which dealings in deposits in U.S. dollars are transacted on the London interbank market.

2. **Payment and Credit Terms:** Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars by wire transfer of immediately available funds on or before the payment due date, as set forth in the Main Document, to the bank and account designated by Seller, against presentation to Buyer by Seller of a written invoice therefor together with other documents expressly specified for presentation for payment in the Main Document.

Seller shall have the right to assess finance charges at the LIBOR rate as reported in “The Wall Street Journal” for any month in which a balance is past due hereunder plus two percentage (2%) points against all past due amounts and all accrued but unpaid finance charges, but not to exceed the maximum finance charges permitted by law. Buyer shall pay all Seller’s costs (including attorneys’ fees and court costs) of collecting past due payments.

When the payment due date falls on a Saturday or on a weekday, other than Monday, which is not a banking Day in California (CA) then any such payment shall be made on the nearest preceding CA banking Day. When the payment due date falls on a Sunday or a Monday which is not a banking Day in RI such payment shall be made on the next following banking Day.

3. **Title and Risk of Loss:** Title to, and all risk of loss of or damage to any Product delivered shall pass as follows: when by or into any vessel, at the flange between the vessel’s permanent hose connection and the shore line; when into any truck, tank car or pipeline, as the Product enters the receiving equipment, or, if received by a common carrier, when accepted by the carrier for shipment; when into

storage (other than from vessels), as the Product enters the tank; and when by book or stock transfer, on the effective date of the transfer. It is expressly understood that the passage of title and risk of loss as set forth above is not conditioned on delivery or receipt of Bills of Lading.

4. Inspection and Measurement: ACS/ASTM Standards or the latest revisions thereof shall be complied with at all times. All volumes or quantities shall be adjusted per ACS/ASTM Standards. Metering systems shall conform to the ACS/ASTM Standards then in effect relative to meter calibration/accuracy.

Tank Truck/Cars: Quantities delivered into or out of tank trucks/cars shall be based on meters or shore tanks or scales located at or near the applicable Delivery Point.

Seller shall permit Buyer to review and copy relevant meter proving records and witness proving tests as requested. Samples of Product transferred hereunder shall be retained for ninety (90) Days.

5. Warranty: Seller warrants:

- A. That the Product conforms to the specifications set forth in the Main Document;
- B. That Seller has free and clear title to the Product manufactured and delivered under this Agreement; and
- C. That such Product shall be delivered free from lawful security interests, liens, taxes and encumbrances.

EXCEPT FOR THOSE EXPRESSLY STATED IN THIS AGREEMENT OR THE MAIN DOCUMENT, NEITHER PARTY NOR ANY AFFILIATE, AGENT OR REPRESENTATIVE THEREOF HAS MADE ANY OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THAT OF FITNESS (BOTH GENERALLY AND FOR A PARTICULAR PURPOSE), AS APPLICABLE. NOTWITHSTANDING ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE (OR LACK THEREOF) INCONSISTENT HERewith, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. IN NO EVENT, REGARDLESS OF NEGLIGENCE, SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES.

All warranties made under this Agreement shall survive acceptance of or payment for the Product by Buyer.

6. Financial Responsibility: If either Party's payments or deliveries to the other Party shall be in arrears, or the financial responsibility of either Party becomes impaired or unsatisfactory in the opinion of the other Party, advance cash payment or satisfactory security shall be given upon demand, and shipments may be withheld until such payment or security is received. If such payment or security is not received within two (2) Days from demand therefor, the Party demanding such payment or security may terminate this Agreement. In the event either Party becomes insolvent, makes an assignment or any general arrangement for the benefit of creditors or if there are instituted by or against either Party proceedings in bankruptcy or under any insolvency law or law for reorganization, receivership or dissolution, the other Party may withhold shipments or terminate this Agreement, to the extent provided by Applicable Law. The exercise by either Party of any right reserved under this paragraph 6 shall be without prejudice to any claim for damages or any other right under this Agreement or Applicable Law.

7. Taxes: Any and all taxes, fees or other charges imposed or assessed by a Governmental Authority, the taxable incident of which is the transfer of title or the delivery of the Product hereunder, or the receipt of payment therefor, regardless of the character, method of calculation or measure of the levy or assessment, shall be paid by the Party upon whom the tax, fee or charge is imposed by Applicable Law. Notwithstanding anything contained herein to the contrary neither Party shall be responsible for the income, franchise, ad valorem or similar taxes of the other Party and each Party agrees to defend, indemnify and hold the other Party harmless from and against any such tax asserted by any Governmental Authority to be due and payable by the other Party.

Buyer shall provide to Seller all proper exemption certificates, prior to delivery, establishing that it is licensed to engage in tax free transactions with respect to the Product under all federal or state laws which may apply to this Agreement and the Product delivered hereunder.

Buyer shall (a) upon receipt of Seller's invoice pay or reimburse Seller for any such taxes, fees or charges Seller is required by Applicable Law to pay or (b) provide Seller upon demand with a valid exemption certificate.

8. Deliveries; Liftings: Deliveries shall be made within the delivery location's usual business hours provided that reasonable advance written notice of each delivery has been given by Buyer. Seller's failure to deliver Product and Buyer's failure to lift Product, each in accordance with the terms and conditions of this Agreement for any reason other than those included in Section 6, Financial Responsibility, and Section 9, Force Majeure, shall constitute a default under this Agreement.

9. Force Majeure: In the event either Party is rendered unable, wholly or in part, to perform its obligations under this Agreement (other than to make payments due hereunder) for reasons beyond its reasonable control, including, without limitation, those due to: acts of God, floods, fires, explosions, extreme heat or cold, earthquake or storm; transportation difficulties, strikes, lockouts or other similar industrial disturbances; wars, acts of terrorism or sabotage; accident or breakage of equipment, machinery, or transportation facilities; or failure of transporters to furnish transportation, failure of suppliers to furnish supplies; or any law, rules, order or action of any court or instrumentality of the federal or any state government; or for any other similar cause or causes beyond its reasonable control, it is agreed that on such Party's giving notice in reasonable detail of such force majeure to the other Party, the obligations of the Party giving such notice shall be suspended from the date of receipt of such notice and for the continuance of any inability so caused, but for no longer period as may reasonably be required to, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, that neither Party will be obligated to settle a strike or other labor disturbance in order to comply with such obligation. The term force majeure shall not apply to those events which merely make it more difficult or costly for Seller or Buyer to perform their obligations hereunder in the ordinary course conduct of their respective operations. Buyer and Seller further agree that at the conclusion of any force majeure event, neither Buyer nor Seller shall have any obligation to each other with respect to any quantities of Product not delivered as a consequence of such force majeure event. No condition of force majeure shall operate to extend the Term of this Agreement.

10. Hazard Warning Responsibility: With the other documents required hereunder, Seller shall provide to Buyer a Material Safety Data Sheet for each Product delivered hereunder. Buyer acknowledges that there may be hazards associated with the loading, unloading, transporting, handling or use of the Product sold hereunder, which may require that warnings be communicated to or other precautionary action taken with all persons handling, coming into contact with, or in any way concerned with the Products sold hereunder.

11. Drawback: Seller reserves the right to claim, receive and retain drawbacks on imported duty-paid feedstocks used in the manufacture of Products which it delivers hereunder. Buyer shall on request

execute proofs of exportation, drawback claim forms and assignments in favor of Seller to enable Seller to establish its drawback rights under applicable regulations.

12. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Indemnification.

(a) Except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of the Buyer, to the fullest extent permitted by Applicable Law Seller shall indemnify, defend, and hold harmless the Buyer and its elected officials, commissioners, executives, directors, officers, employees, consultants, agents, and representatives (each, a "Buyer Indemnified Party") from any and all Claims incurred as a result of: (i) any act or omission of Seller in connection with performance of its obligations under this Agreement, except to the extent that such Claims arise in connection with Wastewater other than Acceptable Recycled Wastewater that the Buyer delivered or caused to be delivered to Project Company; or (ii) bodily injury to or death of any individual, or damage or destruction of property of the Buyer or a Third Party, to the extent resulting from the negligence, gross negligence, or willful misconduct of buyer or its officers, employees, or representatives.

(b) To the fullest extent permitted by Applicable Law, except to the extent of any Claims caused by or resulting from the negligence, gross negligence, or willful misconduct of Seller, the Buyer shall indemnify, defend, and hold harmless Seller and its members, managers, officers, owners, employees, consultants, agents, and representatives (each, a "Seller Indemnified Party") from any and all Claims incurred as a result of: (i) any act or omission of the buyer in connection with performance of its obligations under this Agreement; or (ii) bodily injury to or death of any individual, or damage or destruction of property of Seller or a Third Party, to the extent resulting from the negligence, gross negligence, or willful misconduct of the Buyer or its officers, employees, or representatives.

(c) Indemnification Claims.

(i) Within twenty (20) days of receipt of notice of any Third Party Claim as to which it may be entitled to indemnification hereunder, any indemnified party shall give Seller or the Buyer, as applicable, written notice of the Claim with details, to the extent known, of the factual basis of the claim and amounts claimed; *provided that*, a delay in giving such notice shall relieve the indemnifying party of liability for the Claim only to the extent the indemnifying party suffers actual prejudice because of such delay Notwithstanding the foregoing, the City shall at all times have the right to approve any and all non-monetary settlement terms pertaining to any Claim.

(ii) Limitations. The terms and conditions of this Section 13 shall remain subject to the limitations set forth in Section 8.6.

(iii) The obligations set forth in this Section 13 shall survive termination of this Agreement.

SELLER AND BUYER MUTUALLY COVENANT TO AND SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD EACH OTHER AND THEIR RESPECTIVE AFFILIATES,

DIRECTORS, OFFICERS, AGENTS AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LOSSES (INCLUDING WITHOUT LIMITATION, COSTS OF DEFENSE, ATTORNEYS' FEES, PENALTIES AND INTEREST), DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY TYPE AND CHARACTER WITHOUT REGARD TO AMOUNT (TOGETHER, "LOSSES") CAUSED BY, ARISING OUT OF OR RESULTING FROM THE ACTS OR OMISSIONS OF NEGLIGENCE OR WRONGDOING OF SUCH INDEMNIFYING PARTY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS WITH RESPECT TO THE PURCHASE AND SALE OF PRODUCTS HEREUNDER, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY, ARISE OUT OF OR RESULT FROM THE ACTS OR OMISSIONS OF NEGLIGENCE OR WRONGDOING OF THE INDEMNIFIED PARTY.

14. Change of Control: This Agreement shall terminate immediately upon a change of control of Buyer or Seller. Seller shall provide Buyer or Buyer shall provide Seller, as applicable, with notice of any change of control of Buyer or Seller at least ninety (90) days prior to the effective date thereof. For purposes of this Agreement, "change of control" shall mean the occurrence of any of the following events:

- A. any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of Buyer's or Seller's assets to any other Person, unless immediately following such sale, lease, exchange or other transfer such assets are owned, directly or indirectly, by Seller;
- B. the dissolution or liquidation of Buyer or Seller;
- C. the consolidation or merger of Buyer or Seller with or into another entity; and
- D. a "person" or "group" (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than Clean Water Ventures, Inc. and its affiliates, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of all of the then outstanding securities of Buyer or Seller.
- E. Change of control shall not include a change of the members of the City Council of the Buyer.

15. Waiver: The delay or failure of any Party to enforce any of its rights under this Agreement arising from any default or breach by the other Party shall not constitute a waiver of any such default, breach, or any of the Party's rights relating thereto. No custom or practice which may arise between the Parties in the course of operating under this Agreement will be construed to waive any Parties' rights to either ensure the other Party's strict performance with the terms and conditions of this Agreement, or to exercise any rights granted to it as a result of any breach or default under this Agreement. Neither Party shall be deemed to have waived any right conferred by this Agreement or under any Applicable Law unless such waiver is set forth in a written document signed by the Party to be bound, and delivered to the other Party. No express waiver by either Party of any breach or default by the other Party shall be construed as a waiver of any future breaches or defaults by such other Party.

16. Assignment: The provisions of this entire Agreement shall be binding upon the respective successors and assigns of each of the Parties hereto. Neither Party may assign this Agreement to a third party without the prior consent of the other Party, which consent may not be unreasonably withheld, delayed, or conditioned. Buyer agrees to execute acknowledgements of such assignment(s) and collateral assignments in such forms as Seller or Seller's institutional lender(s) may from time to time reasonably

request. Any assigning Party shall continue to remain jointly and severally liable for all of its assignee's obligations hereunder.

17. Section and Paragraph Headings: The section headings used in the Main Document and the paragraph headings used in these General Conditions are for convenience only and shall not limit or change the subject matter of this Agreement.

18. Audit: Each Party and its duly authorized representatives shall have access during customary business hours to the accounting records and other documents maintained by the other Party which relate to this Agreement and shall have the right to audit such records at any reasonable time or times within two (2) years after the delivery/receipt of Product provided for in this Agreement. However, a Party can only conduct one audit per year, and the same year cannot be reaudited.

19. Compliance with Laws: During the performance of this Agreement, each Party agrees to comply with all Applicable Laws.

20. Commissions and Gifts: No director, officer, employee or agent of either Party shall give or receive any commission, fee, rebate, gift or entertainment of significant value or cost in connection with this Agreement. Further, neither Party shall make any commission, fee, rebate, gift or entertainment of significant value or cost to any governmental official or employee in connection with this Agreement.

21. Choice of Law; Dispute Resolution: This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, exclusive of its conflict of laws principles.

22. Jurisdiction; Consent to Service of Process; Waiver: Each of the Parties hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, exclusively in any Federal or state court in the State of California and solely in connection with such claims, if any, (i) irrevocably submits to the exclusive jurisdiction of such courts, (ii) waives any objection to laying venue in any such action or proceeding in such courts, (iii) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over it and (iv) agrees that service of process upon it may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address specified in Section 7.2 of the Agreement. The foregoing consents to jurisdiction and service of process shall not constitute general consents to service of process in the State of California for any purpose except as provided herein and shall not be deemed to confer rights on any Person other than the Parties hereto. Each of the Parties hereto knowingly and intentionally, irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this Agreement and for any counterclaim therein.

23. Confidentiality: The terms of this Agreement and any financial, technical or other proprietary information furnished or disclosed to a Party hereunder shall not be disclosed or made available to any other person or entity without the prior written consent of the other Party other than as contemplated hereunder; provided that nothing herein shall limit the disclosure of any such information (i) to the extent required by statute, rule, regulation (including, but not limited to, the California Public Records Act and the Ralph M. Brown Act, as well as any other rule or regulation of, or agreement with, any self-regulatory organization) or judicial, administrative or regulatory process, (ii) to counsel for Buyer and Seller, (iii) to auditors or accountants, (iv) in connection with any litigation to which Buyer or Seller is a party, (v) to an Affiliate of Buyer or Seller, (vi) by Seller to a potential purchaser of the Refinery, excluding information related to pricing and product specifications and (vii) to the extent necessary or desirable to perform its obligations under this Agreement or the transactions contemplated hereby; provided, further, that unless specifically prohibited by applicable law or court order, each of Buyer and Seller shall, prior to disclosure

thereof, notify the other Party of any request for disclosure of any such non-public information (A) by any Governmental Authority or representative thereof or (B) pursuant to legal process. Notwithstanding the above restrictions, neither Party shall have any obligation in respect of any disclosure of confidential information which is, or becomes, generally known to the public without breach of the terms of this Agreement, or if any disclosure of confidential information is required by court order or by order of any governmental or administrative tribunal having jurisdiction over the Parties. The confidentiality obligations in this section shall survive termination of this Agreement for an additional 2 calendar years.

24. Rights and Remedies Cumulative: The rights and remedies of the Parties under this Agreement shall be cumulative and non-exclusive of any other rights or remedies which each such Party may have at law or in equity.

City of Brawley



City Council
March 05, 2024
Agenda Item No 5a

STAFF REPORT

To: City Council
From: Thomas Garcia, Assistant to the City Manager
Prepared by: Thomas Garcia, Assistant to the City Manager
Subject: Professional Services Agreement for Public Outreach Services

RECOMMENDATION:

Approve Professional Services Agreement with TRIPEPI SMITH to provide public outreach services pertaining to a potential local ballot measure for upcoming municipal election. This agreement, for a term of one (1) year, is for a not to exceed amount of \$152,300.00.

BACKGROUND INFORMATION:

The City of Brawley is considering placing a local sales tax measure on the 2024 municipal election ballot. To ensure the electorate is well-informed about the implications of this potential measure and to gather community feedback on the priorities for the utilization of the proposed tax revenues, the City seeks professional public outreach services. Tripepi Smith, in partnership with FM3 Research, has submitted a comprehensive proposal to fulfill this need, demonstrating a strategic approach and a proven track record of success in similar endeavors.

Recognizing the importance of thorough communication with the electorate and the constrained timeline leading up to the 2024 municipal election, the City of Brawley issued a Request for Proposals (RFP) in January 2024 to identify a consulting firm equipped with the necessary expertise. Out of three proposals received, Tripepi Smith was selected as the most suitable partner for this initiative. This selection was based on a meticulous evaluation process involving a three-member panel and scored interviews across eight areas of inquiry, with Tripepi Smith emerging as the top-ranked firm by all panel members.

The potential local sales tax measure represents a significant decision for the community, necessitating a comprehensive outreach strategy to ensure voters understand the measure's implications. Additionally, the City aims to engage in meaningful dialogue with residents to discern their priorities for the potential tax revenues. The complexity of this task, coupled with the need for prompt action, underscores the necessity for professional consulting services.

Tripepi Smith, renowned for its extensive experience serving over 200 local governments and contributing to more than 600 successful measures, proposes a multi-faceted approach to meet the City's objectives. This approach includes initial and follow-up surveys to assess voter sentiment, extensive educational outreach to inform the community, and various channels of engagement to facilitate feedback on the proposed tax measure's potential uses.

The proposal outlines a fixed fee structure totaling \$152,300, which encompasses all aspects of the voter opinion polling and education & outreach efforts. This transparent pricing model allows the City to allocate resources efficiently while ensuring comprehensive coverage of the required services.

Given the critical nature of the potential sales tax measure and the imperative to engage the community effectively, staff recommends the City Council approve the proposal from Tripepi Smith. Their proven expertise and strategic approach position them as the ideal partner to achieve the City's outreach objectives and ensure the electorate is well-informed and engaged in the decision-making process.

Upon Council approval, City staff will proceed to finalize contractual arrangements with Tripepi Smith and initiate the project as outlined in the proposal, adhering to the timeline and milestones set forth to ensure successful implementation ahead of the 2024 municipal election.

FISCAL IMPACT:

The agreement, if approved, is for a one-year term with a not to exceed amount of \$152,300.00. from Account No. 101-191.000-730.100

ALTERNATIVES:

No alternatives are proposed at this time, City Council could choose not to approve this contract.

ATTACHMENTS:

- 1. Agreement
- 2. Tripepi Smith Proposal
- 3. Probolsky Research Proposal
- 4. Southwest Strategies Proposal

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Tyler Salcido, City Manager	Approved - 2/28/2024
Silvia Luna, Interim Finance Director	Approved - 2/28/2024

CITY PROFESSIONAL SERVICES CONTRACT
CITY OF BRAWLEY
PROFESSIONAL SERVICES AGREEMENT WITH
Tripepi Smith

This Agreement for Professional Services (“Agreement”) is made and entered into by and between the City of Brawley (“City”), a California municipal corporation, and Tripepi Smith, a California corporation (Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Consultant to perform public outreach services pertaining to a potential local ballot measure for upcoming municipal election services; and
- B. In January of 2024 the City of Brawley posted an RFP for public outreach services pertaining to a potential local ballot measure for upcoming municipal. On February 2, 2024, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.”
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on March 5, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit “A” attached and incorporated by reference (the “Services”). Consultant represents and warrants that they are a provider of first-class work and/or services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow industry standards in performing the services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer, or assigned designee.

2.1 Term. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on March 8, 2024 and end on March 8, 2025 (“Initial Term”). This Agreement may be extended for an additional 1 years upon mutual agreement and amendment by both parties (“Extended Term”).

2.2 Contract Officer. The “Contract Officer”, otherwise known as Tyler Salcido, City Manager, or assigned designee may be designated in writing by the City Manager of the City. It shall be the Consultant’s responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” (the “Schedule of Compensation”) attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Consultant’s rate schedule.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed amount in dollars \$152,300.00. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City’s Finance Department.

3.3 Compensation for Additional Services. Any compensation for additional services amount to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any great amount of compensation for additional services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Consultant receive compensation for additional services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee.

3.4 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer’s judgement such delay is justified.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its elected and appointed officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City’s Risk Manager prior to commencement of performance.

5.1 Commercial General Liability “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)

General Liability Primary and Non-contributory

5.2 Automobile Liability “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation

Workers Compensation Declaration of Sole Proprietor if applicable

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer, or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 California Law. The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notification of Dispute. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

7.3 Retention of Funds. During the period of time that the Consultant is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

7.4 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled

to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

7.5 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

10. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

11. Conflicts of Interest. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

12. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any

default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

13. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

To City:

To Consultant:

With a copy to:

City Attorney
William Smerdon
PO Box 1319
Brawley, CA 92227

15. Miscellaneous Provisions.

15.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant’s services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Consultant and by the City Council of City.

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

15.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

15.5 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.5.1 Wage and Hour Compliance. Consultant shall comply with applicable Federal, State, and local wage and hour laws.

15.5.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.6 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.7 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

15.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.10 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.11 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement

supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. Representative of Contracting Parties. The following principles of Consultant (“Principles”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF BRAWLEY
a California Municipal Corporation

CONSULTANT

By: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Name: _____

Title: _____

Thomas Garcia, City of Brawley Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: William Smerdon, City Attorney
City of Brawley, California

EXHIBIT A
Scope of Services

1. Services to be Provided.:

See Attachment 3

1. COVER | TITLE PAGE

PROPOSAL FOR PUBLIC OUTREACH SERVICES FOR LOCAL MUNICIPAL ELECTION BALLOT MEASURE

PROPOSAL SUBMITTED TO: **CITY OF BRAWLEY**

February 02, 2024

Submission by: **Tripepi Smith in partnership with FM3 Research**

Ryder Todd Smith, Co-Founder & President, Tripepi Smith
John Fairbank, President, FM3 Research

VALID FOR 120 DAYS FROM SUBMISSION

SINGLE SOURCE COMMUNICATIONS



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Our Service Areas



COVER LETTER

Thank you for this opportunity to establish a partnership with the City of Brawley on this crucial effort to secure its financial future. I would like to take a moment to explain why we are excited about this work and why we would be the ideal choice for this project.

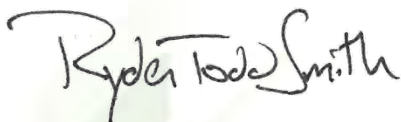
Tripepi Smith has a deep understanding of the unique dynamics of California communities: over 200 local government agencies, primarily in California, have chosen us to support their communications needs. Our experience spans numerous successful campaigns and initiatives, where we have consistently achieved tangible, impactful results. We boast an excellent track record in providing comprehensive public education & outreach services to municipalities, especially regarding sales tax measures.

Fairbank, Maslin, Maullin, Metz & Associates (FM3 or FM3 Research) is our recommended partner for voter survey research, polling and surveys. They will act as a subcontractor to Tripepi Smith. FM3 is a recognized leader in conducting accurate research via quantitative and qualitative surveys to assess the viability of local revenue measures. Since their 1981 inception, they have worked on 600+ successful measures to provide additional funding to local jurisdictions. Their proven methodologies will be instrumental in accurately gauging voter opinions so we can make informed decisions around voter education & outreach efforts.

In a time when community engagement and fiscal responsibility are of paramount importance, Tripepi Smith is prepared to bring fresh, effective strategies to the table. Combined with FM3, we are confident that our dedication and proven track record make us the right partner for the City of Brawley. Thank you for considering us for this crucial endeavor. We eagerly anticipate the chance to discuss our proposal in more detail.

Authorization

As co-founder and president of Tripepi Smith, I am qualified to enter into agreements with the City of Brawley and to make the statements on behalf of the firm.



Ryder Todd Smith, Co-Founder & President, Tripepi Smith
 Ryder@TripepiSmith.com
 (626) 536-2173
 P.O. Box 52152, Irvine, CA 92619

Ryder is the contact person throughout the proposal evaluation period.

3. RESUME & ORGANIZATIONAL CHART

Brief History of Tripepi Smith

The Co-Founders: Nicole Smith & Ryder Todd Smith

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over two decades of public agency marketing and communications experience to the table.

The Team

Our firm operates in a virtual office environment. Being virtual allows us to engage the right talent at the right time, and it enables us to operate more efficiently to save money for our clients. That said, the team — composed of policy wonks, creative message developers, technology gurus and graphic and fine artists — is located throughout California, Arizona, New Mexico, Texas and Utah.

Tripepi Smith’s growing team of 50+ communications experts offers the right professionals for any job — and ensures we are nimble, responsive and cost-effective. Experienced principals, directors and analysts drive strategy and mold messaging. Public affairs experts and policy wonks manage communication solutions for a large list of clients. Creative professionals fashion compelling branding, websites, print and digital design, social media, photography and video.

THE RESULT:

We have an ability to tell a complete story across mediums all within our one team.

Single Source Communications

Most importantly: we understand local government. Tripepi Smith combines creative thinking with a deep awareness of how communications drive positive impact on communities. As a firm, we are committed to **#ABL — “always be learning.”** This means that we never stop learning and sharing our knowledge about outreach support in the local government sector. Since our founding in 2000, we have expanded what we do, becoming a single source for various communication and creative needs. Tripepi Smith fosters an atmosphere of cross-pollination in which civic insight, creative thinking and practical expertise all combine to make us who we are.

Tripepi Smith Testimonial

“ We’ve turned to Tripepi Smith for support on a number of communications projects over the past four years, and Ryder and his team have always delivered high-quality work.

Tripepi Smith’s graphic design skills are excellent and reflect a familiarity with local government that is important to the design process. ”



Brian Babcock
Communications Officer
City of Cupertino (as of 2022: City of Mountain View)

To learn more about all our services, visit www.TripepiSmith.com/Services

How We Work

Tripepi Smith primarily uses the following tools to manage projects and adhere to milestones:

- Google Workspace: Real-time collaborative documents in which Tripepi Smith and clients collaborate (e.g. Shared Project Agenda, Shared Content Workspaces)
- Dropbox File Management: Full cross-team file access, client file review and/or transfer
- Virtual Meetings: Zoom and Google Meet
- Social Media Management & Monitoring: Sprout Social and Hootsuite
- Media Intelligence: Meltwater

Some of Our Clients

Approximately 200 local government agencies have selected Tripepi Smith to help with their communications. Below is a brief list; we can provide you with contacts for any of these clients and are confident you will find them to be quite happy with our services.

California City Management Foundation	City of Industry	City of Paramount	Independent Cities
California Joint Powers Insurance Authority	City of Irvine	City of Placentia	Finance Authority JPA
City of Aliso Viejo	City of La Cañada Flintridge	City of Pomona	Inland Empire Utilities Agency
City of American Canyon	City of La Mesa	City of Rancho Palos Verdes	League of California Cities
City of Azusa	City of La Palma	City of Rancho Mirage	Municipal Information Systems Association of California
City of Bellflower	City of La Puente	City of Riverbank	Municipal Management Association of Northern California
City of Blythe	City of Lake Forest	City of Rolling Hills Estates	Municipal Management Association of Southern California
City of Claremont	City of Laguna Hills	City of Santa Clarita	Municipal Management Association of Southern California
City of Coronado	City of Laguna Niguel	City of Santa Cruz	Municipal Management Association of Southern California
(City of) Culver City	City of Lancaster	City of Santa Paula	Municipal Management Association of Southern California
City of Cupertino	City of Livermore	City of Saratoga	Orange County City Manager Associations
(City of) Daly City	City of Lomita	City of South Gate	Orange County Sanitation District
City of Danville	City of Lynwood	City of Tracy	Palmdale Water District
City of Duarte	City of Manhattan Beach	City of Vallejo	Rowland Water District
City of El Cerrito	City of Manteca	City of Vista	San Gabriel Valley City Manager Association
City of Fountain Valley	City of Martinez	City of Walnut	Bellflower-Somerset Mutual Water Company
City of Fullerton	City of Millbrae	(City of) Yuba City	South Orange County Wastewater Authority
City of Grover Beach	City of Morgan Hill	Town of Windsor	
City of Hawaiian Gardens	City of Murrieta	California Choice Energy Authority	
City of Hawthorne	City of Newport Beach	Citrus Heights Water District	
City of Hercules	City of Norwalk	Claremont McKenna College	
City of Huntington Beach	City of Orange	Costa Mesa Sanitary District	
City of Indian Wells	City of Palm Desert	El Toro Water District	
	City of Palmdale		

Successful Past, Similar Ballot Measures

Reference Contact Info	Ballot Results, Scope of Work, Work Samples
<p>City of Carson</p> <p>Tarik Rahmani, Deputy City Manager (310) 952-1755 trahmani@carson.ca.us</p> <p>Carson St. b24 Carson, CA 90745</p>	<p style="text-align: center;"><u>Tripepi Smith & FM3</u></p> <p>Nov. 2020 Measure K: 0.75% sales tax – 53.92% Yes Nov. 2022 Measure R: continuing 2% UUT – 78.44% Yes</p> <p>Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations</p> <p>Education & Outreach: Project management, strategic messaging, campaign logo development, news articles, website content development, social media management, technology support, digital ad placements, media monitoring, animated videos, informational mailers</p>


The screenshot shows the City of Carson website. The main content area is titled "Measure R UUT Continuation - November 8, 2022 Election". It features a video player with the title "City of Carson - Measure R" and a description: "and potholes, and other general city services". Below the video, there is a section titled "How Measure R will appear on your November 2022 ballot:" followed by a quote: "To maintain City services such as 911 emergency response, public safety, natural disaster/public health emergency preparedness, protect local drinking water; repair streets/potholes and other general City services, shall the measure, continuing the existing 2% Utility Users Tax (no tax increase) limited to electric/gas utilities, exempting senior and low-income households, providing approximately \$8,000,000 annually until ended by voters, requiring public spending disclosure, all funds for Carson, be adopted?". Below this, there is a table with links to various sections:

How Utility Users Tax Works	About Measure R
Community Needs and Priorities	Frequently Asked Questions
Documents and Election Info	UUT Exemption Information

Reference Contact Info	Ballot Results, Scope of Work, Work Samples
<p>City of Culver City</p> <p>John Nachbar, City Manager (310) 253-6000 John.Nachbar@CulverCity.org</p> <p>9770 Culver Blvd Culver City, CA 90232</p>	<p style="text-align: center;"><u>Tripepi Smith & FM3</u></p> <p>(FM3 only) Nov. 2012 Measure Y: 0.5% sales tax – 76.79% Yes</p> <p>Nov. 2018 Measure C: 0.25% sales tax – 70.73% Yes</p> <p>March 2020 Measure CC: 0.5% sales tax – 76.93% Yes</p> <p>Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations</p> <p>Education & Outreach: Project management, strategic messaging, news articles, website content development, social media management, technology support, digital ad placements, media monitoring, animated videos, informational mailers</p>

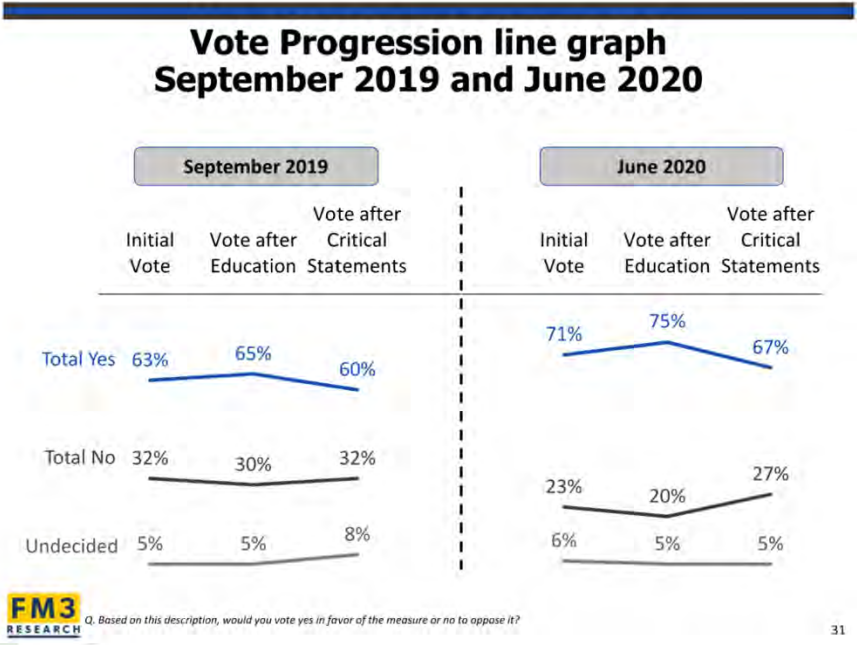


Reference Contact Info	Ballot Results, Scope of Work, Work Samples
<p>City of San Luis Obispo Greg Hermann, Deputy City Manager (805) 781-7194 GHermann@slocity.org 990 Palm Street San Luis Obispo, CA 93401</p>	<p style="text-align: center;"><u>FM3</u></p> <p>Nov. 2014 Measure G: 0.5% Sales Tax, Nov. 2014 – 70.32% Yes Nov. 2020 Measure G-20: 1.5% Sales Tax Renewal and Increase – 58.23% Yes Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations</p>



City of San Luis Obispo 2020 Revenue Measure Survey

Survey Conducted June 18-25, 2020



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Tripepi Smith Project Team Key Personnel

Depending on the scope of work the City selects, the rest of the Tripepi Smith project team may vary. The Account Manager (bio below) will closely monitor the quality of work product before Tripepi Smith delivers it to the City for review/approval. Should any key personnel become unavailable during the course of this engagement with the City, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets.

You can learn more about our individual backgrounds and qualifications at <https://www.tripepismith.com/our-team>. Please see Appendix A for full resumes for key personnel.

Name, Title & Role	Relevant Experience & Role Description
<p>Ryder Todd Smith Co-Founder & President <i>Role: Strategy, Council Presentations</i></p> <p>Based in Ladera Ranch, CA</p>	<p>Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. It is anticipated that Ryder will serve as the main Strategic Advisor.</p> <p>He has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, publisher of PublicCEO and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines.</p> <p>Ryder has provided high-level strategic advice for practically all ballot measure education & outreach campaigns Tripepi Smith has been involved in since 2016. His involvement has ranged from shaping questions for voter polling, to leading community workshops, to delivering end-of-campaign reports to City Council.</p>

Name, Title & Role	Relevant Experience & Role Description
<p>Jon Barilone Principal <i>Role: Strategy, Council Presentations, Account Manager</i></p> <p>Based in Aliso Viejo, CA</p>	<p>It is anticipated that Jon will serve as Account Manager. He will be the main liaison for contracts and invoices, and will also oversee the project team.</p> <p>Jon has a wide-ranging knowledge and skill set from years of Internet marketing and marketing communications work in a variety of industries. Jon’s professional background includes search engine optimization and advertising, website content management, content writing and editing, product marketing management, and significant experience with social media marketing and community management. His public agency clients include the City of American Canyon, City of Culver City, City of Fountain Valley, City of Napa, City of Rolling Hills Estates, City of South Pasadena, City of Westlake Village and the City of Yorba Linda. In addition to numerous social media-related certifications, Jon also earned the Professional Certificate in Public Engagement for Local Government from the Davenport Institute at Pepperdine University’s School of Public Policy.</p> <p>Jon has played a major role as Project Manager, Account Manager or Strategic Advisor in the large majority of Tripepi Smith’s ballot measure education & outreach campaigns since 2016. His involvement primarily centered around: (1) solidifying the firm’s education & outreach strategy; (2) quality assurance and team oversight; and (3) crafting the language that was used in all campaign deliverables, ranging from website content to mailers to animated video scripts.</p>

Name, Title & Role	Relevant Experience & Role Description
<p>Karen Villaseñor Senior Business Analyst <i>Role: Project Manager</i></p> <p>Based in San Diego, CA</p>	<p>It is anticipated that Karen will serve as Project Manager. She will be the main day-to-day lead for Tripepi Smith’s deliverables, run all check-in meetings and oversee our content production teams.</p> <p>Karen brings unique local government experience and insight to the Tripepi Smith team. Having delivered both in-depth research and hands-on work for various public agencies and organizations over the past few years, she assists clients in leveraging their social media and online platforms to connect with their communities. Her client work includes: City of American Canyon, City of Benicia, California Choice Energy Authority, Clean Energy Alliance, SCV Water, Mt. San Antonio Gardens, City of Palmdale, Pomona Choice Energy and City of Tracy. Karen is a certified Facebook Blueprint Planning Professional. She also holds certifications in Google Analytics and Google Ads Search.</p> <p>She has successfully managed multiple Tripepi Smith ballot measure education & outreach campaigns since 2018, some in tandem with Jon Barilone. Karen’s main role has been acting as the day-to-day liaison for our City clients, managing all check-in meetings, ensuring our content production teams meet their deadlines and quality assurance of our content.</p>

Full Triepi Smith Team

	Ryder Todd Smith Co-founder & President	Nicole Smith Co-founder & CFO	
Creative Services	Katherine Griffiths, APR Principal, Editorial Lead	Jennifer Nentwig, APR Principal	Jon Barilone Principal
Kevin Bostwick Creative Director	Cameron Grimm Director, Video, Animation	Jennifer Vaughn Director	Amy Conrad Director
Kjerstin Wingert Sr. Designer, Sr. Photographer	Melanie James Sr. Business Analyst, Sr. Designer, Sr. Web Developer	Saara Lampwalla Sr. Business Analyst	Karen Villaseñor Sr. Business Analyst
Sara Madsen Sr. Business Analyst, Sr. Designer	Nolan Voge Bus. Analyst, Video, Photo	Sydni Overly Sr. Business Analyst	Kaitlyn Wu Sr. Business Analyst
Ethan De La Peña Jr. Analyst, Video	Jenni Wechsler Jr. Analyst, Design	Devyn Fisher Sr. Business Analyst	Kaetlyn Hernandez Business Analyst
Alexis Mendez Jr. Analyst, Design	Daniel Ceruti Jr. Analyst, Video	Allison Torres Business Analyst	Charlie Mounts Business Analyst
Josh Hernandez Jr. Analyst, Video	Audrin Baghaie Jr. Analyst, Video	Cailyn Thompson Business Analyst	Kalee Cummings Business Analyst
Jenna Haubruge Jr. Analyst		Kylie Sun Business Analyst	Melanie Moore Business Analyst
Skyler Addison Business Analyst	Kayla Cao Jr. Business Analyst	Peter Johnson Business Analyst	Amy Gallagher Jr. Business Analyst
Morgan Mock Jr. Business Analyst	Alyson Nichols Jr. Business Analyst	Jacob Lyle Jr. Business Analyst	Kendall Lowery Jr. Business Analyst
Maximilian Weirach Jr. Business Analyst	Abigail Wolf Jr. Business Analyst	Madeline Pettit Jr. Business Analyst	Mackenna Morrice Jr. Business Analyst
Mia Valenzuela Jr. Business Analyst	Olivia Rizzuto Jr. Business Analyst	Devin Antonio Jr. Business Analyst	Kiran Kruse Jr. Business Analyst
Sydney Fitch Jr. Business Analyst	Kara Cato Jr. Business Analyst	Meara Hain Jr. Business Analyst	Sarah Klem Jr. Business Analyst
Dominick Beaudine Jr. Business Analyst	Avi Vemuri Jr. Business Analyst	Hannah Wedepohl Jr. Business Analyst	

Subcontractor Information: FM3 Research



Fairbank, Maslin, Maullin, Metz & Associates (FM3 or FM3 Research) has been conducting public policy-oriented opinion research since 1981. As a medium-sized research firm with offices in Los Angeles and Oakland, California, FM3 provides its clients with a level of personal attention and service from firm partners that is more often associated with much smaller organizations, while concurrently offering the wide range of services, adherence to expedited timelines and absolute quality control that is to be expected from much larger research firms.

Each of the research projects we do is led by one of their six partners, all of whom are nationally respected authorities on public opinion research. FM3’s in-house Data Processing and Graphics departments allow them to meet the inherent demands of even the most aggressive deadlines, and further, to provide a wider variety of services than would otherwise be possible — such as performing advanced statistical analysis to reap the greatest possible insight from your data.

FM3’s Experience Conducting Research on Local Measures

FM3 is a recognized leader in conducting survey research that helps California cities, counties, special districts and other jurisdictions objectively evaluate the viability of passing local ballot measures to secure additional revenue. Their research has contributed to the passage of more than 600 local finance measures approved for 160+ California agencies in every region of the state. As evidence of the accuracy of their research, election results are typically within the margin of error of what their surveys suggest will be the level of support on Election Day.

FM3’s research can help identify the feasibility of a potential ballot measure (or measures); the most appropriate tax rate and revenue mechanism (parcel tax, sales tax, transient occupancy tax, utility user tax, bond measure, etc.); how voters would prefer additional revenue to be used; and how to phrase the ballot label language. The finance measure research that FM3 conducts for public agency clients not only assists in drafting the most comprehensible 75-word ballot label possible. But it also quantitatively identifies which unique, legally permissible messages will help voters better understand the needs the revenue measure will address when engaging in community outreach and education.

FM3's municipal clients represent a diverse cross-section of large and small cities and other jurisdictions, including suburban, urban and rural communities, in every region of the state of California. They make it a priority to work closely with each of their clients to design the research because they know every community or region is different and requires an approach that addresses its own unique characteristics and needs.

In 2022 alone, FM3 helped more than 50 local governments across California effectively communicate about revenue measures needed to support important services for citizens. These included:

- **Sixteen sales tax measures** in the cities of Atwater, Elk Grove, Galt, Goleta, Larkspur, Malibu, Monterey Park, Ontario, Pacifica, Sausalito, Tehachapi, Torrance, Vallejo and Westminster
- **Six transient occupancy tax measures** in the cities of Alameda, Imperial Beach, Paso Robles and Sacramento, as well as Humboldt County and Placer County
- **Six cannabis tax measures** in the cities of El Segundo, Hermosa Beach, Montclair, South Lake Tahoe and Tulare, as well as Los Angeles County
- **Three business tax/fee measures** in the cities of Culver City, Palo Alto and Pico Rivera
- **Two parcel tax measures**, one for the City of Oakland and another for the Oakland Unified School District
- **Two utility user taxes** in the cities of Carson and Hercules
- **A tax on single-use, disposable cups** in Santa Cruz County

FM3 Project Team Key Personnel

John Fairbank, FM3 Partner

As a founding partner of Fairbank, Maslin, Maullin, Metz & Associates, John Fairbank has 40+ years of experience in public opinion research and policy analysis, specializing in ballot measures and advising candidates on national, state and local levels. He has consulted for clients in the areas of government, politics, education, business, nonprofits and labor.

John has been involved as the principal voter opinion researcher and strategic advisor to successful candidates across the country running for offices including the United States Senate and House of Representatives, as well as those running for governor, mayor and other state and local offices. In addition to his work on candidate races, John works extensively on ballot propositions, initiatives, and referendums centering around the arenas of transportation, education, affordable housing, homelessness, water, libraries, parks and recreation, conservation, environmental/climate protection, health care, cannabis and public safety—particularly state and local bond and special tax measures.

John has worked in 100+ California cities and counties to secure voter approval for billions of dollars in capital improvements and hundreds of millions more in ongoing operational funds through both dedicated and general-purpose tax measures. In San Diego County, John's work has been instrumental in passing revenue measures for numerous local jurisdictions, including San Diego USD, for which John has contributed research to several successful bond measures (totaling \$8.4 billion), including a 2022 bond measure for \$3.2 billion; the City of San Diego; Sweetwater UHSD; and San Diego CCD; among others. His research has also been instrumental in securing the passage of nine countywide finance measures in Los Angeles County since 1996.

John has also worked as a consultant for both business and nonprofit sectors. He has worked for many leading companies and organizations including the Walt Disney Company, NBC/Universal, Airbnb and Mercury Insurance. In the nonprofit sector, John has advised such organizations as The Nature Conservancy, the Trust for Public Land, the League of California Cities, the California Association of Realtors, California's Coalition for Adequate School Housing (C.A.S.H.), the Building Industry Association of California and the California School Boards Association.

Education: John graduated from UCLA and serves as a Senior Fellow at the UCLA Luskin School of Public Affairs.

Adam Sonenshein, Senior Vice President

Senior Vice President Adam Sonenshein came to FM3 Research in 2013. He has conducted opinion research and evaluation and provided strategic advice for dozens of clients including candidates running for political office, K-12 school and community college districts, local governments, nonprofit organizations, business associations and ballot measure campaigns.

Adam is a lead member of the research teams for the UCLA Quality of Life Index project, a multi-year public assessment of quality of life in Los Angeles County, and ongoing polling for The Voice of San Diego on quality of life and trust in local institutions in San Diego County. Adam has also conducted research for many other jurisdictions throughout San Diego County, including San Diego Unified School District, for which his research recently contributed to a successful \$3.2 billion bond measure; San Diego Community College District; Imperial Beach; and many other jurisdictions.

More broadly, Adam has conducted opinion research and provided strategic advice for dozens of cities throughout California. His recent and current clients include the cities of Arcadia, Burbank, Camarillo, Carpinteria, Carson, Cathedral City, Corona, Costa Mesa, Dana Point, Downey, Fountain Valley, Grover Beach, Hawthorne, Long Beach, Los Alamitos, Morro Bay, Oxnard, Paramount, Pasadena, Paso Robles, Riverside, San Bernardino, San Clemente, Santa Barbara, South Lake Tahoe, Temecula, Temple City, Torrance, West Hollywood and Westminster, among others.

Throughout his time at FM3, Adam's research has explored attitudes on a range of issues including the impacts of COVID-19, K-12 and early childhood education, strategies to address poverty, public safety, reducing homelessness, environmental protection, housing and land use, public transportation, cannabis decriminalization and making the political system more transparent and fairer.

Prior to joining FM3, Adam spent over a decade working on behalf of nonprofit organizations and political candidates in California. He spent eight years with Los Angeles Universal Preschool, a county-wide nonprofit organization focused on building public will for expanding access to quality preschool education. He was responsible for developing the organization's public policy, advocacy and community involvement strategies. Further, he has served as a consultant for political campaigns, coalitions and public awareness campaigns in the San Francisco Bay Area.

Education: Adam received his bachelor's degree in political science from Tufts University in 1998 and his Master of Public Policy (MPP) degree from the UCLA Luskin School of Public Affairs in 2005 with awards for Outstanding MPP Student of the Year and Outstanding Academic Achievement.

4. PROJECT UNDERSTANDING

The City’s Needs

Per RFP, “The City desires to ensure voters are accurately informed and understand the outcome of their vote associated with [a potential local sales tax] ballot measure. Specifically, the City wishes to ascertain whether to place a minimum of a half-cent sales tax measure on the 2024 municipal election ballot.”

We will accomplish these goals through:

1. An initial “baseline” survey of likely November 2024 voters
2. Some initial education & outreach efforts
3. A follow-up “tracking” survey of likely voters
4. (Assuming Council places a measure on the ballot) Full education & outreach efforts

Should Tripepi Smith be awarded this opportunity, it is anticipated that FM3 will handle all public opinion research and consulting services as a Subcontractor to Tripepi Smith. Tripepi Smith will handle all other aspects of the project scope and specifications, namely the public education & outreach efforts.

We assure the City that we can provide the multi-mode surveys, informational and educational materials, public outreach meetings and all citizen engagement components in both English and Spanish.

Project Approaches

FM3 Research Approach

As a first step, FM3 will conduct polling to assess voters’ opinions on the City’s potential half-cent sales tax and their willingness to approve a half-cent sales tax increase. Through this polling, we will examine the feasibility of the potential measures. Our results will provide the necessary data for objective analysis by City leadership when considering placing a measure on the November 2024 ballot.

For this project, FM3 recommends conducting a 15- to 20-minute dual-mode (telephone and online) survey among a randomized sample of 300-350 likely November 2024 voters within the City of Brawley. The margins of error for a samples size of 300 and 350 are $\pm 5.7\%$ and $\pm 5.2\%$, respectively.

We recommend utilizing at least three different contact methods (telephone calls, emails and text messages) to provide an array of ways for potential respondents to participate in the survey. Providing multiple forms of contact also helps us engage historically disadvantaged communities that may not have adequate broadband access and/or access to computers or

smart phones. Additionally, different demographic groups often have varying communication preferences — some may be more likely to answer a phone call than open an email or text message, and vice-versa.

Finally, we also recommend conducting a second tracking survey before the City Council chooses to place the measure on the ballot to get a better sense of how voters are feeling about a potential measure closer to the general election. This survey could be conducted in the Spring/early Summer of 2024 and would be shorter in length (10 minutes) but otherwise have the same research specifications previously mentioned.

Description of Polling Methodology

The research process will begin with an initial kickoff meeting between FM3 and the City's project team. This meeting will provide an opportunity for an extensive review of relevant background information and context, as well as a detailed discussion of your objectives for the project. The research is then divided into three phases: research design; data collection; and data analysis and reporting.

In designing a survey questionnaire for the City, FM3 will draw from its knowledge of public opinion survey methodology; comprehensive review of the City's past survey research (including tracking past questions when appropriate that can determine how public opinion may have shifted over time); your current and future objectives and needs; and a vast FM3 library of research on local revenue measures. They will proceed through several drafts, incorporating feedback from your team before each revision, to develop a research instrument that will successfully obtain all the desired information.

Although FM3 will develop the questionnaire in collaboration with the City's project team, their focus will be on achieving four key objectives:

1. Quantitatively test voters' sense of urgency and priority for dozens of potential projects and expenditures, and then work collaboratively with City legal counsel to draft a 75-word ballot label that meets legal requirements while emphasizing as many of your voters' top priorities as possible.
2. Assess the relative efficacy of a range of non-advocacy, public education statements to identify which themes and information will resonate most with voters in the context of public outreach efforts.
3. Test the impact of finance measure opponents' potential criticisms to provide the City a quantitative assessment of which opposition arguments may be most damaging to a revenue measure's standing among the electorate.

4. Learn which sources voters use to get information about the City and which public figures and organizations would prove the most credible as messengers about the City's revenue measure.

In addition to behavioral, attitudinal and situational questions, the survey will ask a variety of relevant demographic questions such as race/ethnicity, age, educational attainment, family type (does the respondent have children, and if so, what age(s) and do they live with them), household income and homeownership status (homeowner/renter), among others.

FM3 will then construct a sample by pulling a random list of voters from the voter file. Based upon the final sample specifications, FM3 will set a target number of interviews to be completed online. They will then send out email invitations to a subset of people within the sample who have a valid email address, and follow-up with a reminder message. Within several days of the initial invitation distribution, they will examine the demographic and geographic characteristics of the online completes and then begin conducting telephone interviews to balance out the sample and target underrepresented subgroups. Additionally, they will send out at least two rounds of text invitations to help reach the overall target number of online completes and complement the other contact methods.

Data collection will take approximately 1-2 weeks. All survey responses will then be analyzed by FM3's Data Processing and Analysis department staff using customized installations of Survey System and SAS software, both well documented and widely used data analysis software packages. Open-ended responses will be further reviewed, coded and grouped into thematic categories.

Once data analysis is complete, FM3 will generate a detailed report of the survey results in a PowerPoint presentation, including demographic breakouts and summaries of key findings. These results are typically presented in draft format to the client team and then further refined based upon feedback from that group. A version of this presentation will also be developed in a format suitable for FM3 to present in a public forum.

Upon conclusion of the survey project, the City will have received from FM3 each of the documents listed below. All documents can be provided in hard copy or electronic form (or both), depending on your preference.

- ✓ **Final survey questionnaire**
- ✓ **Topline survey results**
- ✓ **Verbatim answers to any open-ended questions**
- ✓ **PowerPoint presentation** (including key findings, results, conclusions and actionable recommendations)

- ✓ **Presentations of results** to staff, council members or other stakeholders (in person if desired)

Finally, after FM3's final deliverables have been completed, they will remain available to answer follow-up questions and to present results to additional key stakeholders. They view the responses to the survey as an ongoing data resource; if needed, FM3 can conduct further analysis to provide answers to any follow-up questions that may arise.

Tripepi Smith Outreach & Education Approach

Tripepi Smith has a solid track record of supporting education and outreach efforts around City ballot measures, especially sales tax measures. Our first step at the beginning of the engagement will be a kickoff meeting with all parties to accomplish several goals:

1. Introduce stakeholders and project leads
2. Review our projected timeline, ensuring voters have the facts well before the election
3. Review our content collaboration process
4. Tentatively schedule attendance at the three required Council meetings
5. Identify possible dates for public outreach meetings
6. Relay what access we will need to the City's communication assets, such as website and social media sites

Tripepi Smith's typical approach to crafting language for ballot measure education & outreach is to "measure twice, cut once": we work with key stakeholders (especially legal counsel) to produce approved written language upfront. Any external-facing content, whatever the medium, will only use that language. This allows us to streamline the design of various deliverables so the only new information for stakeholders to review is the look and feel, versus also having to re-evaluate the written text. This gives us the most flexibility to speed up the outreach/education process as necessary, ensuring voters have all the facts they need well before an election.

Based on the RFP's stated desire for a second tracking survey by July 2024 at the latest, this will require some initial education & outreach efforts between the conclusion of the first baseline survey and the beginning of the second tracking survey. These efforts could range from multiple community meetings, to mailers, to digital placements on social media sites. The breadth and depth of this initial education & outreach will depend on the findings from the baseline survey. The lower the support for the passing of an additional sales tax, the more initial education & outreach we will want to complete.

Prior to Council adopting a resolution to place a measure on the November 2024 ballot, the City has more freedom to speak explicitly about the realities of likely outcomes should the new sales tax measure fail. We will work closely with the City's finance team to lay out financial

projections and estimate impacts to services and programs based on past General Fund expenditures. During this phase, we will also identify potential groups interested in amplifying the City's messaging, such as the City municipal employees association, the Police Officers' Association or grassroots resident groups.

Following the second tracking survey and (assumed) adoption of a resolution to place a sales tax measure on the ballot, our language must be a little more constrained. From that point on, all communication from the City must be purely neutral and informational. However, this does not mean the City has to "scale back" education & outreach efforts. There may still be opportunities for efforts such as public meetings, informational mailers and digital placements on social media platforms.

Our Creative Team of graphic artists, videographers and animators can transform this same written language into easy-to-understand visuals. When combined with a dedicated digital placement budget — such as "Boosting" posts on Facebook — we can quantitatively prove we have reached a large portion of the City's residents.

Throughout the engagement, we will monitor local/regional media outlets, the City's social media sites and community-run social media sites for opportunities to address misperceptions, correct misinformation or identify new questions/concerns. Should we find new questions/concerns that our current content does not address, we will collaborate on creating new content that does, then publish it publicly.

Upon conclusion of the November 2024 election and verification of votes, Tripepi Smith will provide a final report to the City Council, outlining our education & outreach efforts as well as any related digital metrics.

Proposed Deliverables

Tripepi Smith and FM3 could provide the following services over a period of up to 9 months:

Proposed FM3 Deliverables

Public Opinion Research Deliverables	Quantity/Notes
<u>Surveying</u>	
Project Management	
Survey Hosting	
15- to 20-minute dual-mode survey	Includes all question design; surveying at least 300-350 registered voters
Data entry	
<u>Data Analysis & Reporting</u>	
Questionnaire with topline results	
Verbatim responses to any open-ended questions	
PowerPoint decks (2)	Includes complete analysis of survey results
Presentations (2)	To City Council
<u>Ongoing Support</u>	
Additional consultation, analyses or presentations	As desired

Proposed Tripepi Smith Deliverables

Education & Outreach Deliverables	Quantity/Notes
<u>Project Management</u>	
	Ongoing for up to 8 months
One-time Kickoff Call	Up to two (2) hours
Biweekly Client Check-in Call	Up to sixty (60) minutes per call; Agendized meetings, with to-do item "recap" emails after
Presentation of survey results and summary of education & outreach efforts	Minimum of three (3) in-person appearances to City Council or key stakeholders
<u>Content Production</u>	
	Ongoing for up to 8 months
Strategic messaging for use across all communications	Includes: Frequently Asked Questions, talking points, key messages, etc. Spanish translations included
Informational webpage for City's website; editing content as needed	One (1) webpage Spanish translations included
Homepage content	One (1) "hero" image for top-of-page image slider

Education & Outreach Deliverables	Quantity/Notes
<u>Social Media Management & Monitoring</u>	Ongoing for up to 7 months
Create and publish social media post content <i>(which we will use for Digital Placements)</i>	Up to six (6) unique posts total; Graphic design and Spanish translations included
Produce and manage digital placement of animated video	One (1) "Boosted Post" for dual display on Facebook and Instagram
Respond to comments and messages on City social media sites; monitor local community-run social media groups/pages	Unlimited
<u>Digital Placement (Ads) Creation & Management</u>	Excludes digital placement budget
Produce and manage digital placements of social media posts	Up to six (6) "Boosted Posts" for dual display on Facebook and Instagram
Produce and manage digital placement of animated video	One (1) "Boosted Post" for dual display on Facebook and Instagram
<u>Animated Video</u>	Includes caption & voiceover fees
Informational animated video	One (1) English video with captions and one (1) English video with Spanish subtitles; Max. of ninety (90) seconds long
Post videos on City's social media sites and YouTube Channel	
<u>Informational Mailer(s)</u>	Excludes print & mail fees
Informational mailer(s) for City voters	Up to two (2). Each mailer will be: 8.5"x11", double-sided, folded in half or tri-fold; Digital, ADA-compliant PDF version included for upload on City website
Manage print & mail production process <i>(print & mailing costs are not included in our pricing)</i>	Can use City's vendor or one of our choosing; Mailing via Every Door Direct Mail (EDDM) or City-provided mailing list
<u>Community Group Meetings</u>	In-person meetings
Facilitation and support for up to four (4) community meetings	Includes planning, attendance, meeting recordings, slide deck preparation, coordination for live Spanish language interpretations and anticipated interpreter fees

Timeline

Based on the proposal schedule within the RFP, we anticipate starting our work as early as March 2024 and finishing at the end of November 2024.

Stage 1: Public Opinion Research Work and Stage 1a: Heavy Initial Education & Outreach

As described above, “baseline” survey results in early 2024 will provide the necessary data for objective analysis by the City when considering a sales tax measure for the November 2024 ballot. See a more detailed Timeline Summary on the next page.

Typically, a baseline survey takes anywhere from five to six weeks to complete, including FM3 presenting findings to City leadership. Following that survey work, Tripepi Smith will conduct some initial education and outreach.

Then, FM3 will conduct a second “tracking” survey by July 2024 at the latest. This survey will gauge how potential voters responded to initial educational information in terms of their stance on the proposed measure. City leadership will use this data to determine whether to adopt a resolution to place a tax measure on the ballot for the November 2024 election.

Council Adopts a Resolution

Once the City Council adopts a Resolution to place the measure on the ballot, our approach must be a little more constrained. From that point on, all communication from the City must be purely neutral and informational. It is anticipated that Council would likely pass this Resolution in either late Spring or early Summer 2024.

Stage 2: Ballot Measure Education and Outreach

Some of this work can begin as early as March 2024, especially since the City has asked for a second tracking survey that will require some initial education and outreach. As a conclusion to the engagement, Tripepi Smith will provide a final report on our efforts after the November 2024 election.

Timeline Summary

Stage 1:
Public Opinion
Research

- **March 2024 - Summer 2024**

- Kickoff Meeting with all Stakeholders
- Access Communication Tools & Assets
- "Baseline" Survey & Reporting to Council
- "Tracking" Survey & Reporting to Council (*no later than August 2024*)

Stage 1a:
Heavy Initial
Education &
Outreach

- **March 2024 - Summer 2024**

- Develop Education & Outreach Language
- Heavy Initial Education & Outreach: Content Production, Webpage Launch, Informational Mailer(s), Community Meeting(s)

Council Adopts
Resolution

- **Summer 2024**

- Tax Measure Placed on November 2024 Ballot

Stage 2:
Full Education
& Outreach

- **Summer 2024 - November 2024**

- Content Production, Animated Video, Digital Placements, [Optional] Community Meeting, [Optional] Informational Mailer
- Ongoing Content Management & Monitoring
- Election Day
- Final Analysis & Report to Council

5. COST PROPOSAL

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 5 – SCHEDULE OF FEES/COST PROPOSAL

Proposer will provide the following fees that will be used to complete the required services. This pricing will be in effect for the duration of the contract term.

Tripepi Smith recommends a Fixed Fee model for executing the work detailed in this proposal. Typically, we propose three fixed fee payments throughout the course of the engagement, such as:

1. 40% upon completing the Kickoff Meeting
2. 30% at the end of Month 4
3. 30% on November 30, 2024

Total, All-Inclusive Maximum Price: \$152,300

- Voter Opinion Polling: maximum of \$61,000
- Education & Outreach: maximum of \$91,300

See more details below.

Estimated Survey Costs

FM3 does not bill using hourly rates, but rather by project, utilizing costs that are informed by the specifications of the research being conducted.

The chart below contains the total estimated costs for this research. These prices include all costs for questionnaire design; sample acquisition and preparation; telephone survey translation; programming; email and text invitations; survey hosting; multilingual telephone interviewing; data entry and analysis; and reporting. If the City wishes to offer online surveys in Spanish or one other language, there will be an additional cost of four-thousand dollars (\$4,000).

Depending on the length of each survey and the desired number of survey responses, the total cost may range from **approximately \$29,000 to \$61,00**.

Survey Length	300 interviews	350 interviews
15 minutes (Baseline survey)	\$28,500	\$30,500
18 minutes (Baseline survey)	\$30,250	\$32,500
20 minutes (Baseline survey)	\$31,500	\$33,750
<i>OPTIONAL:</i> 10 minutes (Tracking survey)	\$25,500	\$27,250

Estimated Education and Outreach Costs

Tripepi Smith’s fixed price costs depend entirely on:

1. The City’s desired approach to ballot measure education and outreach. We could perform some outreach as early as March 2024 to supplement a second tracking survey. Or we could begin our work only after Council has passed a Resolution.
2. The City’s desired number of deliverables, such as digital placements (ads), mailers, social media posts, animated videos, community workshops, etc.

We are proposing a maximum scope of work with a **total cost of \$91,300** for the eight-month plan outlined in the “Proposed Deliverables” section. As noted below, this cost excludes printing, mailing and advertising fees, which the City would pay directly. Based on the proposed scope of work, **those costs could range from \$30,000 to \$50,000**.

Time & Materials (as-Needed) Work

Tripepi Smith would apply the following rates and related fees for services for any work authorized outside of the Fixed-Fee Proposed Deliverables:

Title	Hourly - Standard
Principal	\$350

Director	\$240
Art/Creative Director	\$240
Senior Business Analyst	\$190
Business Analyst	\$130
Junior Business Analyst	\$105
Senior Videographer/Animator	\$190
Senior Photographer	\$160
Videographer/Photographer	\$120
Senior Graphic Designer	\$175
Graphic Designer	\$120
Junior Graphic Designer	\$105
Web Developer	\$195
Drone Operator	\$195
Council Chamber A/V Operator	\$105

Billing for Time & Materials

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours. Terms are net 30 days.

Annual Increase

Should the City wish to extend our work beyond one year, Tripepi Smith will increase the Standard hourly ad hoc rates for all resources by five percent (5%) or the national BLS Consumer Price Index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

Other Costs




Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental.

If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's Hourly Rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

-  Six-hundred dollars (\$600) for a full day of video equipment use (includes full set of video equipment). "Full day" is defined as a shoot lasting four (4) or more hours.
-  Four-hundred dollars (\$400) for a half day of video equipment use. "Half day" is defined as anything under four (4) hours of video production. All such expenses will be authorized by the City prior to fee being assessed.
-  Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital advertising, media placement, voiceover/captions	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the City's choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the City for advertising space within various mediums, such as newspapers, magazine or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos and for non-English language translations.

6. REQUIRED DOCUMENTS

City of Brawley
RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 1 – PROPOSER’S GENERAL INFORMATION FORM
STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL

Date: 01/25, 2024 Business Name Tripepi Smith and Associates, Inc.
Tax Identification No.: 73-1642614 Contact Person Ryder Todd Smith
Address: PO Box 52152 City: Irvine
Telephone: 626-536-2173 Email Ryder@tripepismith.com

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation Sole Proprietorship Partnership
 Limited Liability Company Other _____

1.2 If your firm is a corporation, answer the following:

- 1.2.1 Corporate ID Number 2414674
1.2.2 Owner / President's name: Ryder Todd Smith
1.2.3 Is your firm a publicly traded corporation?
 Yes No

1.3 In the past five years, has any governmental entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules or regulations?
 Yes No

If **Yes**, identify the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

1.4 Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?
 Yes No

If **Yes**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 2 – REFERENCE FORM

Complete the references below for general information. For detailed project information about each project (i.e. marketing materials, pictures, correspondence, ect.), please include immediately following this form.

1. Name: Tarik Rhamani, Deputy City Manager Phone Number: 310-952-1755

Address: Carson St. b24. Carson, CA 90745

Contract Award Date: March 2022 Contract End Date: March 2023

Description of Services Provide:

Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations
Education and Outreach: Project Management , strategic messaging, campaign logo development, social media management, technology support, digital ads placement, media monitoring, animated videos, informational mailers

2. Name: John Nachbar, City Manager Phone Number: 310-253-6000

Address: 9770 Culver Blvd. Culver City, CA 90232

Contract Award Date: May 2016 Contract End Date: Present

Description of Services Provide:

Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations
Education and Outreach: Project Management , strategic messaging, news articles, website content development, social media management, technology support, digital ads placement, media monitoring, animated videos, informational mailers

3. Name: Greg Herman, Deputy City Manager Phone Number: 805-781-7194

Address: 990 Palm Street San Luis Obispo CA 93401

Contract Award Date: September 2019 Contract End Date: July 2020

Description of Services Provide:

Public Opinion Research: Surveying, data analysis and reporting, ballot language and presentations

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 4 – TABLE OF EXCEPTIONS

Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, proposed professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, selection number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Provision/Exception-Non conformance and/or Subtitle Language

Pg.	Section #	Exception and Proposed Language

By Signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Brawley for state legislative lobbyist & advocacy services proposal

Dated this day 25th of January, 2024



 (Authorized Signature)

 Co-Founder & President
 (Title)

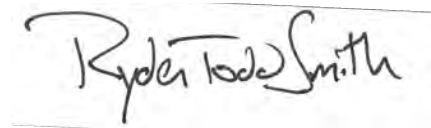
7. APPENDIX A: SIGNATORIES

Authorizations

TRIPEPI SMITH AND ASSOCIATES, INC

As co-founder and president of Tripepi Smith, Ryder Todd Smith is qualified to enter into agreements with the City of Brawley and to make the statements on behalf of the firm.

Regards,



Ryder Todd Smith

Fairbank, Maslin, Maullin, Metz & Associates [FM3]

As a founding partner of Fairbank, Maslin, Maullin, Metz & Associates, John Fairbank is qualified to enter into agreements with the City of Brawley and to make the statements on behalf of the firm.

Regards,



John Fairbank

8. APPENDIX B: RESUMES

RYDER TODD SMITH

TRIPEPI SMITH – PRESIDENT

11/00 – PRESENT

- Provide communications advice, strategy and execution services to a range of small to mid-sized public and private sector clients spanning local government, real estate, finance, technology and healthcare verticals

MAVENT INC – SENIOR VICE PRESIDENT, OPERATIONS

5/05 – 11/09

- Responsible for quality assurance, technology operations and internal infrastructure organizations
- Built team of technology professionals to manage multi-site production environment at co-location facilities.
- Managed vendor relationships and reviewed all invoices
- Brought focus to key areas, including: system documentation, knowledge sharing with other employees, schedule management for finite resources and enhanced security
- Developed and managed the departmental budgets for three groups

MAVENT INC – VICE PRESIDENT, MARKETING

08/04 – 05/05

- Managed the Company's outside PR firm relationship, creative firm relationship, corporate website, ad campaigns, conference schedule, conference logistics and internal employee communications
- Developed and managed the marketing budget

MAVENT INC – VICE PRESIDENT, GOVERNMENT RELATIONS

02/03 – 08/04

- Monitored nationwide political activities that were pertinent to Mavent's interests
- Developed relationships with third-party interest groups that impacted the Company's product
- Participated in industry conferences and represented the Company at industry events

OLYMPIC STAFFING SERVICES – INFORMATION TECHNOLOGY MANAGER

01/98 – 11/00

- Managed and controlled all aspects of the technology environment at this five-location, 35-employee company

NORTHROP GRUMMAN CORPORATION – GOV'T REPRESENTATIVE

07/97 – 12/97

- Worked directly with the Director of State and Local Government Relations to research issues of concern to Northrop Grumman
- Developed agendas to target upcoming legislative issues
- Assisted in lobbying work and development of testimony

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Politics – Philosophy – Economics with Dual in Economics
 - Cum Laude Honors

JON BARILONE

TRIPEPI SMITH – PRINCIPAL

03/15 – PRESENT

- Provide key account project management, strategy and support for communication and marketing initiatives
- Develop content, direct staff and manage timely deliverables to ensure results for clients
- Mentor talent and provide innovative leadership on new marketing efforts and platforms

CONNECTED LEARNING ALLIANCE – COMMUNITY MANAGER

09/11 – 03/15

- Lead development and reporting of metrics for measuring growth of a distributed, international community
- Oversaw all aspects (programming, production, etc.) of webinar series that reached over 135 countries

CORINTHIAN COLLEGES – SOCIAL MEDIA SPECIALIST

07/09 – 09/11

- Grew and managed online communities that spanned three brands with over 30,000+ total members
- Developed brand sentiment scoring system to produce customized monthly reports for executives

SEOP, INC. – DIRECTOR OF ONLINE REPUTATION MANAGEMENT

04/08 – 05/09

- Spearheaded brand-new company service, turning it into a \$200,000+ business within one year
- Improved client retention rates & decreased client attrition rates by enhancing company's own digital footprint

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in English/Literature

PROFESSIONAL DEVELOPMENT

- CAPIO "Social Media Academy for Government Communicators" Workshop 03/19
- Nextdoor for Public Agency Administrators Training 11/18
- CAPIO "Back to Basics – for PIOs by PIOs" Workshop 10/16
- UCI Extension Public Policy Making Academy II 05/16
- USC Executive Education Forum for Policy and Administration 11/15
- Davenport Institute – Advanced Public Engagement for Local Govt. 07/21
- CAPIO Emergency Communications Academy 05/22

CERTIFICATIONS

- Siteimprove Academy: Digital Governance by Design 10/20
- Google Ads Video 04/20
- Twitter Flight School Video 04/20
- UDEMY: The 2019 Complete SEO Course 08/19
- Google Academy for Ads: YouTube & Google My Business 04/19
- Twitter Flight School 05/18
- Hootsuite Social Marketing 03/16
- Sprout Social Agency 04/21

KAREN VILLASEÑOR

TRIPEPI SMITH – SENIOR BUSINESS ANALYST

01/17 – PRESENT

- Lead Google Analytics, Google Ads, Facebook Ad and LinkedIn Ads support
- Write and distribute news releases, newsletters, communications assessments, social media

CITY OF WALNUT – INTERN, CITY MANAGER’S OFFICER

08/15 – 12/16

- Managed content production and curation for the City’s Twitter, Instagram and Facebook accounts
- Edited and updated City website while developing content for a new City website
- Assisted with the organization of events by developing promotional materials and managing relations with vendors

FILM INDEPENDENT – INTERN, CORPORATE SPONSORSHIP DEPARTMENT

01/15 – 06/15

- Assisted with the development of ROI reports for the 2015 Spirit Awards sponsors
- Tracked marketing materials, advertisements and other collateral for 2015 Spirit Awards and L.A. Film Festival
- Communicated with marketing department to develop sponsor-focused promotional materials

L.A. COUNTY ARTS COMMISSION – INTERN, COMMS. DEPARTMENT

09/14 – 12/14

- Managed press clips archive and media contact database for 2014 events

EDUCATION

- Bachelor of Science in Communication, Emphasis in Public Relations – California State Polytechnic University, Pomona – Pomona, CA

PROFESSIONAL DEVELOPMENT

- LinkedIn Advertising Course 06/18
- USC Executive Education Forum for Policy and Administration 04/18
- League of California Cities Crisis Communications Workshop 05/17

CERTIFICATIONS

- Constant Contact Certified Solutions Provider 05/20
- Facebook Blueprint 10/19
- Google Analytics 04/19
- Google Ads 12/18
- Hootsuite Social Marketing 01/17

February 7, 2024

Thomas Garcia
City of Brawley
City Manager's Office
383 Main Street
Brawley, CA 92227

Authorized Representative:

Adam Probolsky, President
Probolsky Research
23 Corporate Plaza Suite 150
Newport Beach, CA, 92660
adamp@probolskyresearch.com
Telephone: 949-855-6400

Authorized Representative:

Erica Walters, Partner
Props & Measures
1569 Solano Avenue #493
Berkeley, CA, 94707
ewalters@propsandmeasures.com
Telephone: 415-291-0679

Subject: Public Outreach Services for Local Municipal Election Ballot Measure

Thomas:

Thank you for the opportunity to offer our research services to City of Brawley. We look forward to providing the City public outreach services pertaining to a local ballot measure for the upcoming municipal election.

Probolsky Research understands current trends and issues in municipal policy and local governance: We have acted as a pollster and strategic advisor on thousands of local, city, and statewide government agency projects, we have unmatched experience providing public outreach on local municipality issues common to municipal entities similar in size and governance to the City of Brawley. Recently, we have conducted polling and provided strategic guidance on public outreach cities like Boulder (CO), Coos Bay (OR), Dixon, El Cajon, Gresham, Grover Beach, Rancho Cucamonga, Thornton (CO), and Twentynine Palms.

We look forward to working with staff on this project. Our specific methodological recommendations will help us achieve an inclusive representation of the City's likely voters. We will create an appropriate polling instrument, develop polling questions to adequately assess the needs and opinions of the public; and conduct a statistically valid poll of voters to determine community interests related to the sales tax measure.

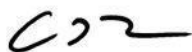
We have an in-house clinical social worker – unique for a research firm, but a hugely important part of our ability to ascertain whether the City should place a minimum of a half-cent sales tax measure on the 2024 municipal election ballot.

We will be partnering with Props & Measures, a California non-partisan strategy and communications consulting firm specializing in bond, parcel tax, and other public finance ballot measures supporting public programs, services, and facilities. P&M's parent firm has been in business since 1988; the TBWBH Props & Measures brand has operated continuously since 2005, with slight variations in the name. Props & Measures will collaborate with City staff to develop a public outreach plan to ensure residents are accurately informed and understand the outcome of their vote(s) associated with the ballot measure – they have passed hundreds of successful revenue measures in counties across California.

We bring the understanding of diverse communities to our work and the language capabilities that ensure that our research is more accurate than any other firm can provide. To ensure inclusivity and representation of all voices, and to limit communication barriers, we will conduct our research in **English and Spanish** – other languages are available. Our in-house equity officer will help ensure the research process is sensitive to ADA and diversity, equity, and inclusion (DEI) issues in design and distribution methods.

You can count on me to be available, as much as requested to be available for meetings and make presentations – **in-person** or virtually to the City Council. We are looking forward to working together on this important project and helping build the roadmap to your strategic goals and priorities. We acknowledge receipt of Addendum #1.

Sincerely,



Adam Probolsky
President



Erica Walters
Partner



PROBOLSKY RESEARCH
23 Corporate Plaza Suite 150
Newport Beach CA 92660

Newport Beach (949) 855-6400
San Francisco (415) 870-8150
Washington DC (202) 559-0270

City of Brawley

Proposal for: Public Outreach Services for Local Municipal Election Ballot Measure

Prepared for:
Thomas Garcia, Assistant to the City Manager

February 7, 2024



PROPS & MEASURES
STRATEGY & COMMUNICATIONS



PROBOLSKY RESEARCH
23 Corporate Plaza Suite 150
Newport Beach CA 92660

Newport Beach (949) 855-6400
San Francisco (415) 870-8150
Washington DC (202) 559-0270

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Proposer's Resume & Organizational Chart

Firm Qualifications & Experience

Probolsky Research

Established in 1992 and organized as a Limited Liability Corporation, Probolsky Research specializes in market and opinion research. We are a woman and Latina-owned firm; we are multi-lingual. Probolsky Research is a Certified California Small Business Enterprise (ID 1758330).

Probolsky Research conducts research in government, business, non-profit, election, and association practice areas. We are traditional market researchers and pollsters who are constantly innovating, without compromising on quality. We connect our clients with the necessary individuals to best maximize their research initiatives for valuable insights.

While Adam Probolsky will serve as project manager and the City's point of contact, our entire team, with broad research experience with local government and specifically the planning process, will participate in projects for the City. We are a medium-sized firm with a team of fifteen – everyone working on this project possesses an understanding of design, implementation, and statistical analysis of voter surveys.

You will always work with our senior team at the executive and director level, all of whom have advanced research related degrees and expertise.

Probolsky Research understands community and municipal needs: We have acted as pollster and strategic advisor on hundreds of local, county, and statewide government agencies – each community has its own unique constituency. We have conducted more than 1,000 surveys and 350 focus groups.

Our active engagement in organizations such as the American Association of Public Opinion Research, Insights Association and American Association of Political Consultants ensures that we have the latest perspectives on outreach and research.

Services

Our research services include:

- Telephone surveys
- Mail surveys
- Online surveys
- Multi-mode surveys
- Individual in-depth interviews (IDIs)
- Focus groups
- Field Focus Groups™
- Community meetings
- Engagement
- Community Discussion Boards

Client Service Philosophy

We include unlimited meetings and presentation time. We welcome the chance to meet **in-person** and make presentations as directed, without limitations. **We believe in regular and open communication and a collaborative working relationship.** We know that staff is busy, so we limit the need for staff time and make ourselves available on your schedule.

We provide a truly individualized method for our research. We do not believe in a one-size-fits-all approach. This means that we provide *custom* research projects to meet the City's individual needs. We work collaboratively with you to get the most out of your research with a personalized approach that will exceed your expectations and provide a tailored experience that larger firms do not provide. All our work will be custom to the City of Brawley while also receiving the benefit of our deep reservoir of comparative data.



Government Client List

Probolsky Research has extensive experience conducting surveys for local municipal agencies. Below is a partial list of municipal clients.

Alameda County Water District	Colorado Dept. of Local Affairs, Div. of Housing
Arlington County, VA	Costa Mesa Sanitary District
Borrego Springs Fire Protection District	Contra Costa Water District
California Coastal Conservancy	Dakota County, MN
Chittenden County Regional Planning Commission, VT	Delta Vector Control District
City and Borough of Juneau, AK	Deschutes County Health Services, OR
City of Agoura Hills	Desert Healthcare District
City of Arvada, CO	Desert Water Agency
City of Beaverton, OR	Dublin San Ramon Services District
City of Boulder, CO	El Dorado Irrigation District
City of Burbank	Mountain View Municipal Utility District
City of Canyon Lake	Eastern Municipal Water District
City of College Park, MD	Elsinore Valley Municipal Water District
City of Coos Bay, OR	Great Parks of Hamilton County, OH
City of Dixon	Irvine Ranch Water District
City of Dunwoody, GA	Jurupa Community Services District
City of Edgewater, CO	Kaweah Delta Healthcare District
City of El Segundo	Kern County
City of Encinitas	Los Angeles County
City of Falls Church, VA	Macomb County, MI
City of Fontana	Marin Water
City of Gresham, OR	Maryland Department of Health
City of Grover Beach	Metropolitan Water Dist. of Southern California
City of Half Moon Bay	Mission Springs Water District
City of Hampton, VA	Municipal Water District of O. C.
City of Huntington Beach	Nevada Department of Transportation
City of Indian Wells	North Texas Tollway Authority
City of La Quinta	Orange County Sanitation District
City of Menifee	Orange County Water District
City of Modesto	Ottawa County, MI
City of Napa	Paramount Unified School District
City of Newport Beach	Pittsburgh Water and Sewer Authority, PA
City of Placerville	Richland County, SC
City of Pomona	Riverside Public Utilities
City of Rancho Cucamonga	San Bernardino County Employee's Retirement
City of Redlands	Santa Clara Valley Water District
City of Rochester Hills, MI	Santa Cruz County
City of San Dimas	Santa Margarita Water District
City of San Fernando	Sea Isle City, NJ
City of San Clemente	Suffolk County Water Authority, NY
City of Santa Ana	Truckee Donner Public Utility District
City of Stanton	Town of Avon, CO
City of Thornton, CO	Town of Bluffton, SC
City of Twentynine Palms	Town of Greenwich, CT
Clean Water Services, OR	Town of Scituate, MA
Coachella Valley Association of Governments	Town of Westerly Public Schools, RI
Coachella Valley Water District	Virginia Outdoors Foundation
	West Virginia Department of Agriculture



Props & Measures

Props & Measures is a California non-partisan strategy and communications consulting firm specializing in bond, parcel tax and other public finance ballot measures supporting public programs, services, and facilities. Their parent firm has been in business since 1988. The TBWBH Props & Measures brand has operated continuously since 2005, with slight variations in the name.

Props & Measures have worked extensively in Southern California and know it's unlike anywhere else in the state – and they know how to communicate your message in a way that resonates with your voters.

Props & Measures has a winning record on county measures across the state.

Unmatched Experience in County Revenue Measures

P&M Props & Measures has unmatched experience guiding county measures to victory. We've helped prepare and pass 27 different revenue measures for California counties – and yours can be next!

Public Information Know-How and Support

Props & Measures specializes in guiding and supporting cities in creating public information about potential ballot measures that maximizes use of existing City communication channels and doesn't cross the line into advocacy. We take pride in developing good working relationships with City staff and Attorneys.

Building Public Consensus in Communities throughout California

Successful revenue measures are built upon a foundation of strong community consensus. We work with our clients to identify shared community priorities and values to identify the elements of a successful revenue proposal. We have built community consensus for revenue measures in hundreds of communities throughout our home state of California and many communities across the country. We know how to develop successful revenue proposals and communicate with voters in urban, suburban, and rural communities, and are able to provide information in English, Spanish, Chinese, Tagalog and more.

Commitment to Client Service

We view our working relationship with our clients as a partnership. We know public finance measures, and you know your community. We also understand that the reputation of your agency is at stake when you seek funding from your community. It's not enough just to "win," but the measure and the related messaging must help you strengthen your relationship with your community.

Today's Communications Tools

Strong revenue measures require that the public understands your needs and the merits of your revenue proposal. To ensure your message reaches the full array of stakeholders and decision makers, we rely on a blend of digital media like social media and online advertising as well as traditional communication channels like print media, direct mail and earned media.

In-House Design and Production

P&M is one of the few firms in our industry that maintains an in-house Art Department and Production Department, to produce award-winning, creative concepts and attend to all the details required for efficient and timely delivery of digital media and printed materials. Our team will focus on ensuring your messaging materials have the right local look and feel for Brawley. They will also ensure all messaging is delivered on time and on budget.



Work Product Examples

City of Rancho Cucamonga

We have conducted several voter surveys to measure voter opinion on possible revenue ballot measures including testing satisfaction with City services. Our work for the City continues now as we help the City plan for a large-scale transportation infrastructure project – Cucamonga Station and a 2024 Transient Occupancy Tax increase ballot measure.

Contact: John Gillison, City Manager

Address: 10500 Civic Center Drive, Rancho Cucamonga 91730

Telephone: 909-477-2700

Email: john.gillison@cityofrc.us

[Link to Results Presentation](#)

[Link to Report on Results](#)

City of Twentynine Palms

We have conducted multiple survey among voters in the largely overlapping City and water district service areas to help the City understand general community sentiments on new revenue measures, support for bringing sewers to the community at considerable cost to ratepayers, and possible City-water district consolidation.

Contact: Larry Bowden, Interim City Manager

Address: 6136 Adobe Road, Twentynine Palms, CA 92277

Telephone: 760-367-6799 ext. 1004

Email: lbowden@29palms.org

[Link to Results Presentation](#)

[Link to Report on Results](#)

City of El Cajon

We conducted two statically valid, multi-mode, multi-lingual surveys for the City, including on voter satisfaction with services and programs and possible new revenue measures and other ballot measures.

Contact: Ryan Villegas, Management Analyst

Address: 200 Civic Center Way, El Cajon, CA 92020

Telephone: 619-441-6211

Email: rvillegas@elcajon.gov

[Link to Results Presentation](#)

Supervisory and Staff Qualifications & Experience

All Probolsky Research team members are cross-trained, and every member of our team will be intimately familiar with the City's project details. This ensures continuity, timeliness, and quality of work product. We conduct objective research and provide impartial analysis. This organizational chart includes the Probolsky Research team that will be assigned to this project. To better serve the City, Probolsky Research has partnered with Props & Measures for this project. Under supervision by Erica Walters, the Partner leading the project strategy, messaging and direction, Senior Consultant Robin Gerrity will be assigned to focus on managing project logistics to ensure the project is completed on time and on budget.



Erica Walters, Partner
Props & Measures



Desiree Probolsky
CEO



Robin Gerrity, Senior Consultant
Props & Measures



Adam Probolsky
President



Alton Smith
Equity Officer



Shalom Veffler
Production Director/
Technologist



Joshua Emeneger
Senior Research
Analyst



Michael McLaughlin
Research Director



Alyce Basil
Senior Research
Analyst



Samantha Calloway
Clinical Social Worker

DESIREE PROBOLSKY

Chief Executive Officer



Desiree has had more than a decade of branding, market research, public policy, and strategy development experience. She works with Probolsky Research's broad client base spanning business, government, and non-profit sectors. She oversees all staff and contract compliance. A credentialed English teacher and former legislative staffer for the California State Senate, Desiree earned her MBA from the University of California, Irvine, and her undergraduate degree at California State University, Fullerton.

ADAM PROBOLSKY

President and Project Manager



Adam is a 30-year veteran of polling and strategic advising who can explain complex research methodologies and findings to any audience. He has worked on thousands of national, state, and local research projects for governments, corporations, large institutions, and non-profits. He manages all aspects of Probolsky Research's projects including staff management and operations. Adam earned a Master's degree in Data Analytics and Visualization from the Maryland Institute College of Art and has been highly involved in the community. He has served as both a planning and finance commissioner for the City of Irvine, Waste Management Commissioner for Orange County, and College Foundation President for Irvine Valley College.





MICHAEL MCLAUGHLIN

Research Director

Michael has nearly a decade of experience in academic and public opinion research. He previously worked as an elections and economics researcher at Lehigh University. Michael is involved with all Probolsky Research projects, managing development of research instruments, geospatial mapping, sample construction, data analysis, and reporting. He received a BA in Economics from East Stroudsburg University, an MA in Economics from the University of Detroit Mercy, and an MA in Political Science from Lehigh University.



JOSHUA EMENEAGER

Senior Research Analyst

Josh is an experienced researcher with more than eight years of conducting quantitative and qualitative research, largely in the public policy space. For Probolsky Research projects he is responsible for the development of research instruments, recruiting of samples, fielding, and reporting. He specializes in questionnaire design. He received a BA in Political Science from the University of Texas, Austin, and an MA in International Relations from the University of Chicago.



ALYCE BASIL, PH.D.

Senior Research Analyst

Alyce has more than eight years of experience conducting research in a variety of projects including media, policy, and market research. Her work has been published in peer-reviewed journals and she has presented her work at national and regional conferences across the U.S. At Probolsky Research, she is responsible for instrument development, data analysis, focus group moderation and analysis, and reporting. She received a BS in Business Administration from Nichols College, an MA in Communication from Bryant University, and a Ph.D. in Communication from the University of Connecticut.



SHALOM VEFFER

Production Director/Technologist

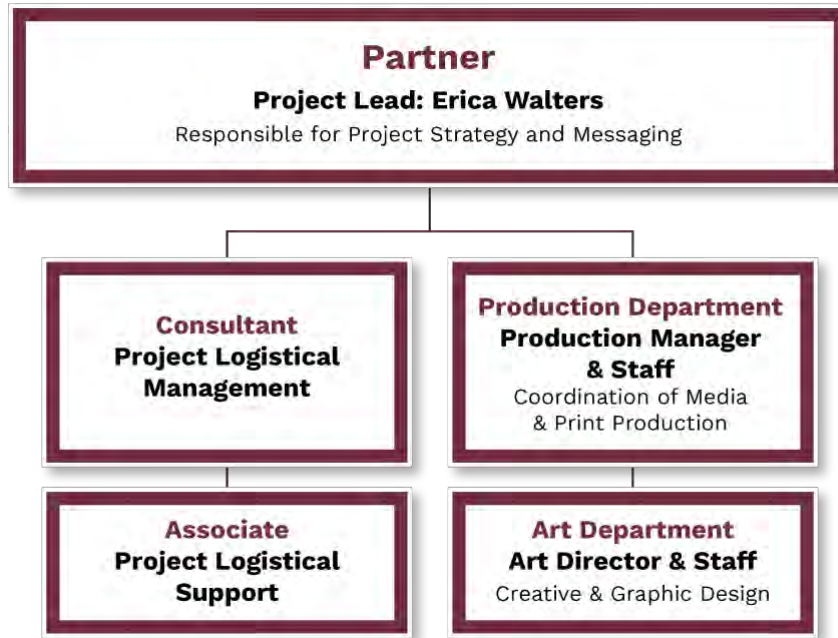
Shalom manages Probolsky Research's technological aspects of projects. He develops and maintains our research technologies and creates messaging content, motion graphics, presentation graphics, printed materials, and videos for our clients. With more than a decade of experience creating compelling graphics and video, Shalom has also been the driving force behind Probolsky Research's new research technologies, including our Field Focus Groups™.



SAMANTHA CALLOWAY, LCSW, MSW

Clinical Social Worker Consultant

Samantha is a licensed clinical social worker with more than 14 years of experience. Her deep understanding of the human connection affords her a special understanding that she uses to provide Probolsky Research insight into human behaviors and patterns, bringing a new dimension to our research process. She received a BA in Sociology from Brandeis University and a Master of Social Work from the University of Southern California.



ERICA WALTERS

Partner, Props & Measures

Erica Walters received her political training in the trenches of over 30 campaigns throughout the country. Walters became a partner in 2003. Erica specializes in ballot measures, independent expenditure campaigns and federal races. She recently earned the nickname “landslide” for a nail-biting 2018 victory in a transportation tax measure in San Mateo County by 543 votes out of 180,895. Erica is involved in all project strategy and messaging.



ROBIN GERRITY

Senior Consultant, Props & Measures

Robin Gerrity brings a wealth of knowledge in strategic communications, project management and education policy. Robin has worked with cities and counties on measures to fund public health and safety initiatives, including an initiative that will fund proactive wildfire prevention and preparedness efforts and increase public safety from deadly wildfires. Robin is known for her “we’re all in this together” mentality with her clients and believes the key to a successful campaign is recognizing the strengths of each committee member, creating an environment for collaboration, and motivating the team. Erica is involved in all project logistic management.

Diversity, Equity, and Inclusion Statement

At our core, we are an organization that celebrates equity and have always attracted a broad spectrum of employees that reflect America. Our diverse team includes African Americans, Asian-Americans, Latino-Americans, and Native Americans. We are Latina and woman owned. We also have team members who identify as LGBTQ, multiple faiths, diverse immigration status, and who speak multiple languages.

We believe this diversity affords our organization the best context for conducting research among diverse populations. Being inclusive of the ways people differ is the best way to ensure that all peoples are represented in our research. This means speaking to people in their preferred languages and in the mode that is most comfortable for them.

Our best tools for ensuring inclusion of all peoples are our multi-lingual, multi-mode methodological approach. This means that we always include Spanish as an option for our surveys and consider including other languages in consultation with each client. This also means that we speak to respondents on their terms, for example, on the telephone or online. Further, we segment these conversations to best suit the lifestyle of respondents, allowing them to speak to us on their landlines or mobile phones, or respond online from an email or text message invitation or through mail. Additionally, our online survey software is Section 508 compliant (U.S. Rehabilitation Act), which means that people with disabilities including visual and other physical impairments can participate. Other research modes are available as necessary and include mail, door-to-door canvassing, and location-based.

Accessibility and inclusion in research are extremely vital and our methodological approach reflects this. We take our research a step further, however, by ensuring that the specific questions we ask use inclusive language, reflect an accurate lived experience of your constituency, and ensures that respondents feel like their voice will not only be heard, but truly matters. It is our collective goal to not only yield quality data for the City to use, but to also instill a sense of empowerment and a feeling of being acknowledged and recognized for their opinions and experiences in your survey respondents. We want your respondents to feel as though they are taking an active role in improving their community by participating in this survey and that their words will be taken seriously.



Meet our Equity Officer, Alton Smith. Alton is a disabled Marine Corps. Veteran who began his career in communications and later in health care. He received a certification in Diversity, Equity, and Inclusion from the University of South Florida. Alton previously served as a Calvary Baptist Church board member where he oversaw a group home for men and as a board member of the Community of Faith, a 501c3 non-profit that fed the homeless and helped place them in housing. At Probolsky Research, he is involved in ensuring our research process is inclusive and culturally relevant.

Research Approach: Equity

Accessibility Standards

Our online survey platform follows the most current and best practices to ensuring accessibility for people with a diverse range of sight, hearing, movement, and cognitive abilities, including impaired users. Our online survey platform is 508 compliant (U.S. Rehabilitation Act), offering features to adhere to Section 508 including screen-reader and navigation capabilities, responsive survey layout design, accessible survey themes for the visually impaired, and accessibility testing.

Project Understanding

Polling and Public Education & Outreach Strategy

We begin every research project by understanding how our client got to this moment in time. We are aware that our work will understand the opinion of citizens regarding the proposed ballot measure and work to inform the public of the impacts to local government services provided by the City. We have already reviewed past survey reports, voter demographics, and other relevant data.

You cannot overwhelm us with background information and data. We expect to pour through staff reports, financial reports, past polling, news clips, and social media posts talking about the City. We believe this is an essential part of providing best practice approaches to the City that enhance efficiency and effectiveness. There is nothing peripheral about our work. We are passionate about helping local agencies improve their connection with their constituents.

City of Brawley Voter Analysis

We have conducted an initial analysis of City voters based on data from the Imperial County Elections – Registrar of Voters.

Gender/Age demographics	Percentage	Ethnicity/Party demographics	Percentage
Gender (Male)	46%	Ethnicity (Latino/Hispanic)	74%
Gender (Female)	52%	Ethnicity (White/Caucasian)	24%
Gender (Other)	2%	Ethnicity (Black/African American)	1%
Age (18-29)	21%	Ethnicity (Asian/Pacific Islander)	1%
Age (30-39)	19%	Ethnicity (Other/Unknown)	<1%
Age (40-49)	16%	Party (Democratic)	46%
Age (50-64)	21%	Party (Non-Partisan/Other)	30%
Age (65+)	23%	Party (Republican)	24%

Goals

Specifically, we will:

- **Conduct** polling and public outreach to a City proposed Ballot Measure
- **Conduct** two multi-mode surveys (early 2024 to assess voter propensity and no later than July 2024) that include a sufficient number of respondents to yield +/-5.0% accuracy levels
- **Design** a comprehensive Outreach & Engagement Strategy – informational and educational materials, which inform voters of the impact to local government services, should the measure not pass and design, advertise, and conduct multiple public outreach meetings to engage the public and solicit feedback
- **Ensure** multi-mode surveys, informational and educational materials, public outreach meetings, and all citizen engagement components shall be offered in both English and Spanish
- **Meet** with the City Manager, the Assistant to the City Manager, and other designees to design the survey and questions, as well as meet regularly throughout the contract term to discuss issues, concerns, survey findings, and recommendations
- **Discern** potential voter patterns when analyzing survey results and communicate these to the City as the project moves into the Outreach & Engagement phase
- **Provide** regular updates to the City and present data and recommendations before the City Council at least three meetings

Election Experience

Once we are engaged, there are many other data points we will analyze, not the least of which is turnout history. We cannot take a formulaic approach to understanding the experience of the likely voter. A “poll” may not give us all the data you need to understand voter sentiments. We need to get to the root of voter opinions and the emotional drivers that will move them. This is one of the reasons that we have a clinical social worker on team who informs every aspect of the research process.

Probolsky Research understands revenue measures and local government taxation and has been conducting voter research on revenue measures for more than 27 years.

Probolsky Research has acted as pollster and strategic advisor on hundreds of local, county, and statewide campaigns and ballot measures. Our firm has successfully passed ballot measures. We know how to win, and we bring our unique set of expertise to this project. Our research has provided guidance to our clients on tax measures for general taxes, utility user taxes, transportation, streets and roads, education, libraries, parks and open space, community facilities, public safety, transient occupancy taxes, landscape lighting districts, cannabis, fire and paramedic services, healthcare, and hospitals. We know that the City will never be advocating for an election outcome.

We also have the advantage of having been on the opposing side of new revenue measures and succeeding. No other public agency research firm has this kind of unique background. This helps us to better understand, test, and overcome opposition messaging and strategy.

We advise our government clients considering revenue measures to address four key areas:

- Funds are being well managed today.
- The need for new funds has been justified, or the new revenues will rectify an imbalance.
- Grants, cost-cutting, and labor concessions have been pursued with vigor.
- Oversight will ensure that the new revenue will be spent as promised.

We always recommend asking the tough questions. Testing the messages of those who oppose a revenue measure or generally take issue with City leadership will help the City better understand the impact of the opposition and how best to communicate with these voters.

Probolsky Research conducts objective research and provides impartial analysis. Sometimes our results are not what our clients want to hear, but we never sugar-coat our findings. As researchers and strategists, it is our job to find the right messages and to develop a strategy that works. We are passionate about local government —we do not give up easily. Initiating public education and outreach requires nuance and strategy. We provide guidance at every step of the way, from staff report language to ballot label and statement to the last Nextdoor post before Election Day.

Voter Turnout Modeling

Knowing what questions to ask is only one aspect of determining voter opinions. Modeling for turnout presents a uniquely challenging task. Developing a turnout model requires careful examination of voter history in the City and a review of the factors impacting turnout in specific future elections (e.g., November 2024).

Key to our accuracy is that we do not rely solely on asking voters how likely they are to vote in an upcoming election. While this seems like the obvious way to determine the likelihood of participation, it does not capture true turnout. The reason: voters don't like to admit failing in their duty to fulfill the social contract of voting. Respondents claim they are more likely to participate than they are — especially if they are younger or newer Americans. By understanding these differences and getting turnout right, we will know the relative importance of key messages, targetable voting blocs (and how receptive they are to alternative messaging) and will be able to direct outreach resources accordingly.



Research Design

We begin every research project by meeting with City staff to develop the questions the research needs to answer. We undergo extensive review of primary and secondary data sources including past research, comparable studies, staff reports, financial reports, news clips and articles, social media posts and any other relevant data to inform our research.

Through this deep dive approach, we develop the necessary historical context to inform and identify collaboratively with the City the objectives, goals, and priorities for the survey.



Using the information gleaned from meetings, conference calls, past research, background information provided by staff, and our own open-source preliminary research, we will make recommendations for the number of questions, suggested content and questions, and duration of survey to maximize engagement results.

We are always available to our clients. We will continually keep the City informed of progress with meetings and updates. We will accommodate any meeting or call schedule staff requests. As an example, this might include daily emails, weekly calls, and monthly meetings. At least one project team member will be available 24/7 for urgent matters.

Following meetings or conference calls in which we discuss proposed modifications, we will incorporate agreed-upon changes. We recognize that this may require several rounds of revisions. Once we produce the final draft, we will submit the questionnaire for final approval before the survey is translated and fielded.

Once the questionnaire has been finalized, we professionally translate the questionnaire into the languages decided on, create phonetic pronunciations of names for telephone responses, and establish proportions to match voter demographics and geographic location within the City, and program the proportions, along with the survey, into our software utilized for telephone and online responses.

After programming, the survey is tested for logic and presentation. Once this initial testing has been completed, we conduct a soft launch, also known as a pre-test, of the survey and collect 20 completed interviews. Once the pre-test collection period is complete, our team meets to go over the results and address any problem areas that come to light, adjusting the survey as necessary.

We conduct quality control checks on a regular basis throughout the survey process. We check for correct skip patterns, randomization and rotation, and completeness of responses. We also actively monitor to ensure that respondents will match the demographic make-up of City voters.

Research Process and Community Outreach

Prior to launching the survey, we will provide the City with a research process memo that explains the key points, timing, and structure of the survey. This document allows the City to conduct better outreach to voters, define goals, and increase overall participation when conducting outreach before administering the survey. You can view an example research process memo by following [this link](#).

We will help with social media posts, press releases, and other public-facing outreach as requested.

Statistically Valid Multi-mode, Multi-lingual Survey Approach

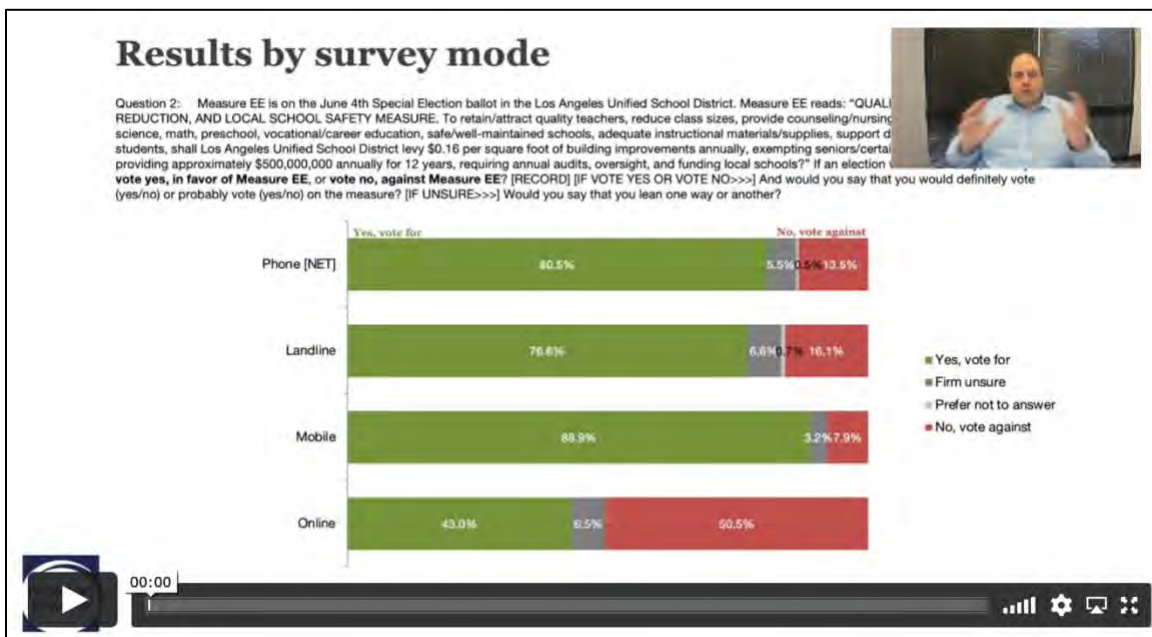
We use a multi-mode methodology, meaning that we will conduct the survey by telephone using our live professional interviewers and online via our secure digital platform.

This multi-mode approach maximizes the accuracy and reach of the research, increases participation rates, and minimizes response bias. We look forward to a robust discussion with staff on the strategy for each survey mode, timing, and target goals.

Conducting research in the language most comfortable to respondents is critical in obtaining accurate results in a statistically valid survey and is one of the best ways to alleviate language barriers. Participants can choose their preferred language at the onset of their survey experience.

For the online mode, we email or send a text message invitation and provide a secure link for the individual to access the survey online. Our online survey platform is easy to use and allows participants to complete the survey from any device: computer, tablet, or mobile phone.

After launching the online portion of the survey, we contact participants who have not already completed the survey online, on their landline and mobile phones. We place no limit on the number of completed responses via mobile phone – we match the population that uses mobile phones exclusively or prefers to respond on mobile phones in general. Below is an explanation of our reporting by survey mode.



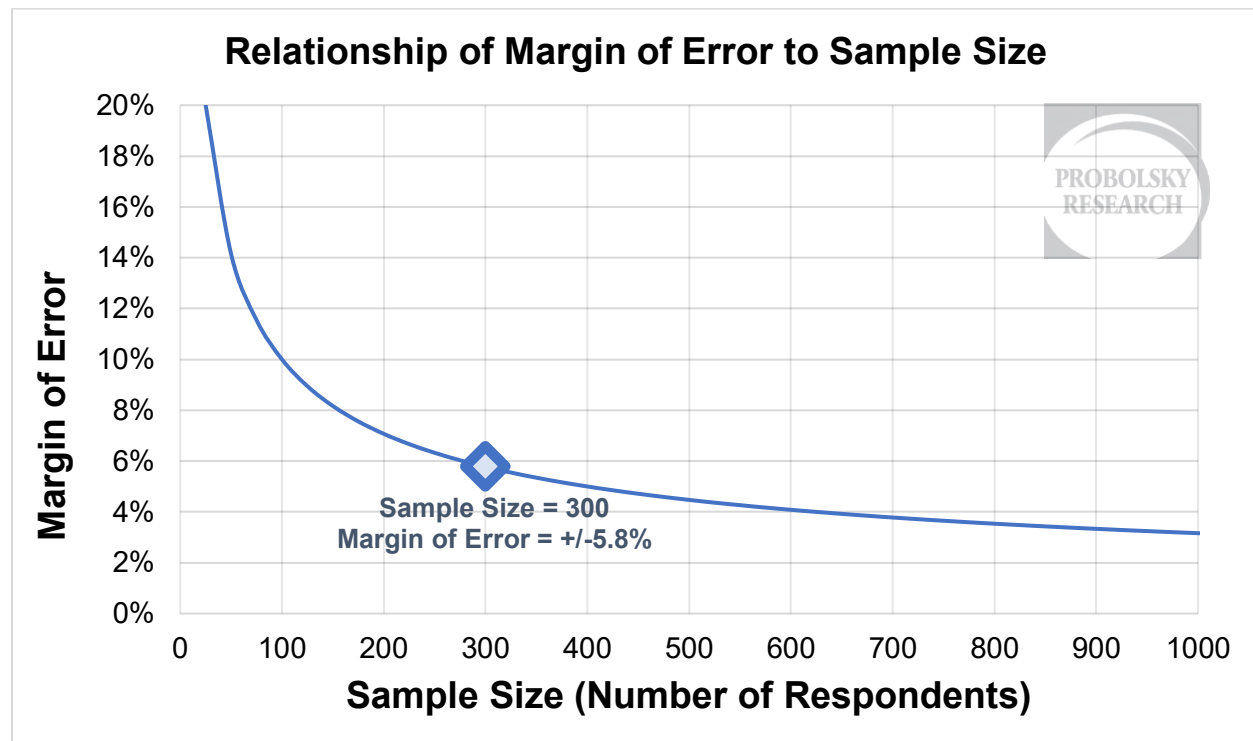
WATCH: The video [linked above](#) shows Adam Probolsky explaining how nuances of demographics and data collection techniques can make or break.

Tracking Survey

Tracking surveys augment the initial research, helping the City maintain a firm grasp on how voters are receiving public outreach messages and allows for adjustments to targeting as the election approaches. They are an important element of the overall research and outreach strategy.

Sample Size

A sample size of at least 300 voters for both surveys is robust and will yield a +/-5.8% margin of error at a 95% level of confidence. The statistically representative, random sample will allow for statistically reliable comparisons among all subgroups of the City's population (e.g., by demographic and geographic variables).



Sample Stratification

The statistically valid sample file of City of Brawley voters will be secured by Probolsky Research, at our expense, from the Imperial County Elections – Registrar of Voters that included, addresses, emails, and phone numbers – (landlines and mobile phones) and is inclusive of all voters, both demographically and geographically.

Unique to Probolsky Research: **We match the demographics of City of Brawley voters.** This means we capture real responses of the right number of each gender, age group, ethnicity, party, etc.

Cyber Security, Confidentiality, & Certifications

We take data integrity and confidentiality seriously. All client materials are hosted in a secure digital cloud environment. We use 256-bit Advanced Encryption Security to keep your data secure. This is the same level of encryption used by the U.S. Government. *Our data is stored on U.S. based computers and cloud services. Research is only released per staff's direction.*

We use Box for content management. This cloud-based, encrypted system allows us to gather data and manage projects seamlessly and securely.

We have multiple team members who hold certifications in the protection of human subjects in research from the Collaborative Institutional Training Initiative (CITI). CITI is the leading provider of research ethics and compliance education, utilized by academic, medical, and social science researchers across the United States and globally.

Analysis and Reporting

Once our data collection phase is complete, we begin a process of comprehensive data analysis and reporting to deliver accurate, thorough, and actionable data insights to the City.

Data Analysis

We complete comprehensive statistical analyses of the research results, utilizing software programs, including IBM, SPSS, and R to conduct deep statistical testing, such as multiple regression analysis. Both qualitative and quantitative data will be analyzed in a scientifically valid manner. This helps us discover and present statistically significant results – beyond the broad opinions – and understand the specific factors that contribute to attitudes and beliefs of voters. Such analyses are crucial in identifying gaps in public perception and awareness. Once we have run all analyses on results, cross tabulations are developed, graphics are generated, and other elements of the report are prepared.

Verbatim Responses to Open-Ended Questions

For open-ended questions, we code the responses into categories. Once these categorizations have been quantified, we take our analysis a step further. We analyze the tone and word choices and overlay demographic data for each response. This demographic overlay will provide the City with a deep understanding of the opinions by age, ethnicity, gender, home type, income, language, party, etc. when reading their comments. Here is an example:

Female, 40-49, White/Caucasian, English, Democratic, \$75,000- \$149,000, Homeowner

Question: What is the top issue facing your community?

Answer: *Activities for teens*

Example of a verbatim response with demographic overlay

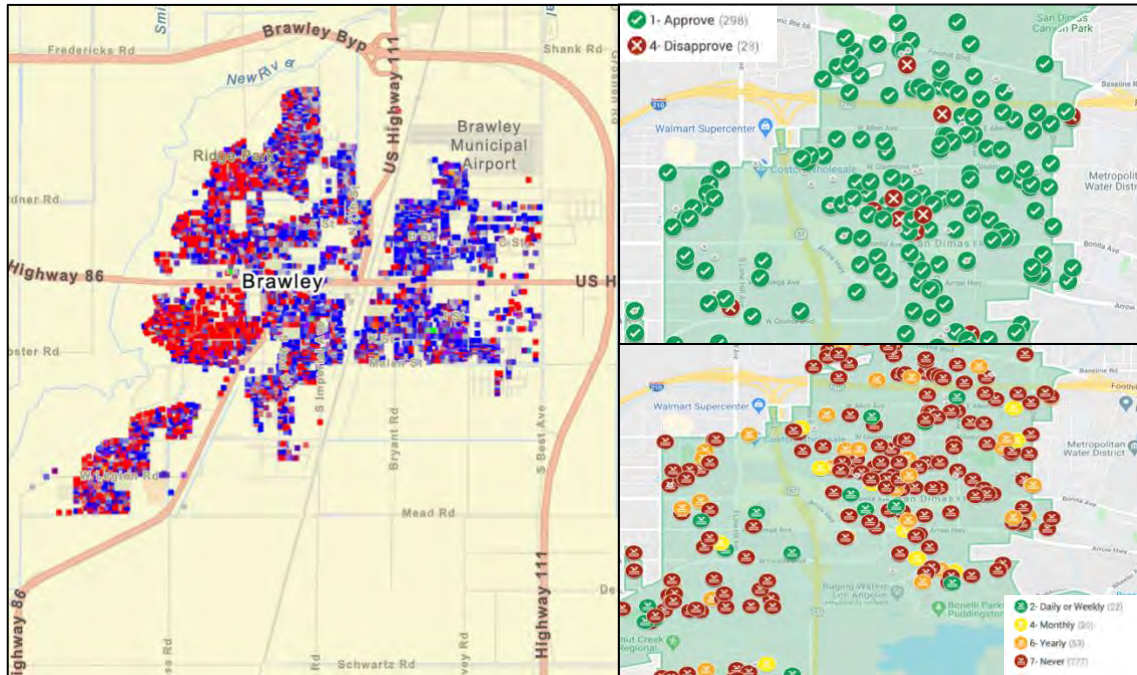
Reporting

Our reporting is comprehensive and immediately usable by decision makers. Our reporting includes:

1. Draft survey summary findings in PowerPoint presentation format – focused on actionable and usable data results, graphics, benchmarking data and crosstabulations
2. Report on results, including survey background and results, methodological description, questionnaire results, survey top lines (displaying the aggregate percentages of responses to each question), cross-tabulations based on key demographic information, open-ended question responses with demographic overlay, analysis, conclusions, and recommendations
3. Results sent via PDF and hard copy (if requested)
4. Presentations to the key staff and other audiences as directed
5. In-person meetings, presentations, conference calls, and ongoing consulting

Geospatial Mapping

Geospatial mapping of results is included. We will map survey respondents and their responses to different questions geographically. Our method ensures that individual respondents cannot be identified.



EXAMPLE: City of Brawley voters mapped (left). Respondents mapped by geography and response to questions (San Dimas, CA-right).

Benchmarking

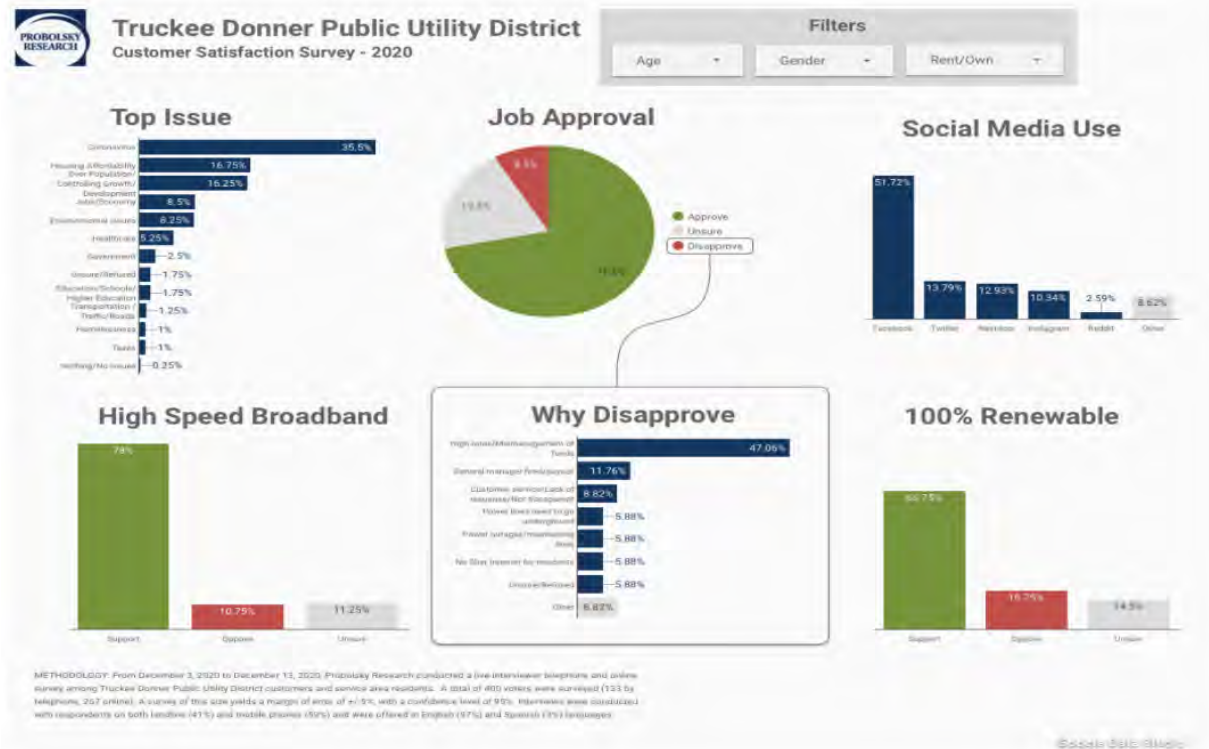
We can also provide tracking and benchmarking of results to provide the City with benchmarks of voter responses from previous research as well as provide benchmarking data of other similar agencies across the region, state, and nation. We will also provide benchmarking services over time through the duration of the contract to track progress. Below is an example of our benchmark reporting.

	Arvada 2022	Lakewood 2022	Westminster 2022	Wheat Ridge 2021	Golden 2022
Right Direction/Wrong Track	Right Direction - 37%	Very good or good - 26%	Right Direction - 48%	Excellent or good - 57%	Excellent or good - 39%
Overall Quality of Life	Very good or good - 71%	Very good or good - 84%	Satisfied or very satisfied - 70%	Excellent or good - 80%	Excellent or good - 80%
Place to Live	Very good or good - 71%	Very good or good - 85%	Excellent or good - 82%	Excellent or good - 88%	Excellent or good - 85%
Overall Services	Satisfied or Very Satisfied - 69%	Very good or good - 50%	Satisfied or very satisfied - 58%	Excellent or good - 70%	Excellent or good - 67%
Tax Dollar Value	Satisfied or Very Satisfied - 54%	Very good or good - 22%	Satisfied or very satisfied - 51%	Excellent or good - 57%	Excellent or good - 57%
Police Services	Satisfied or Very Satisfied - 68%	Very good or good - 52%	Satisfied or very satisfied - 43%	Excellent or good - 54%	Excellent or good - 63%
Park Maintenance	Satisfied or Very Satisfied - 86%	Very good or good - 81%	Satisfied or very satisfied - 79%	Excellent or good - 74%	Excellent or good - 86%
Growth and Development	Satisfied or Very Satisfied - 36%	Satisfied with amount of growth - 40%	N/A	N/A	N/A

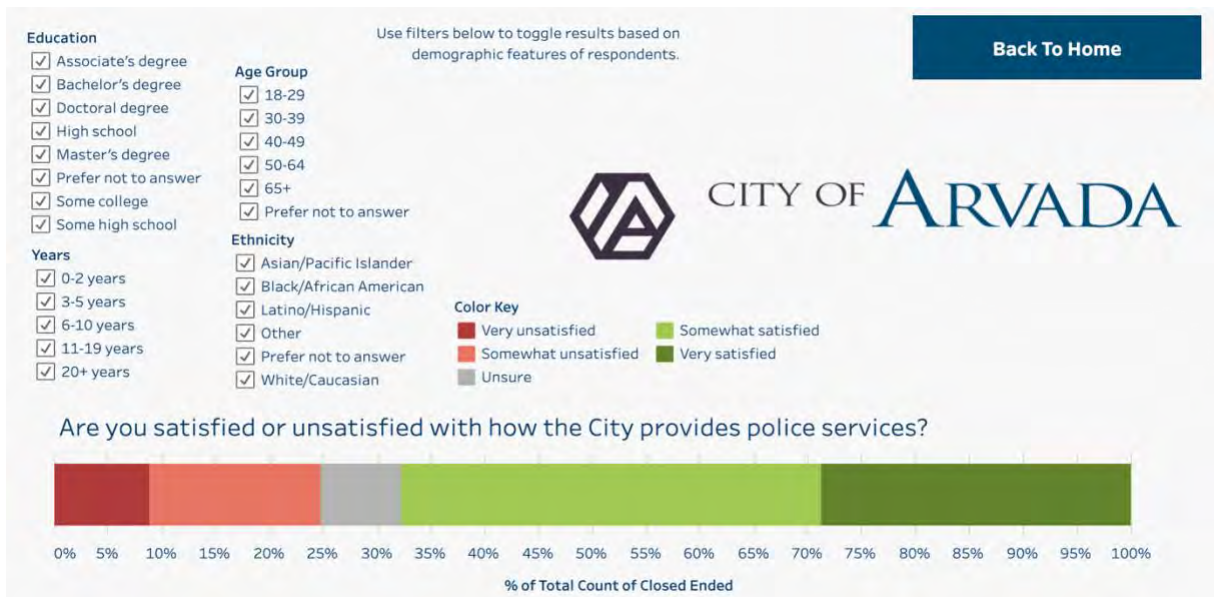
EXAMPLE: Benchmarking compared to similar communities (City of Arvada, CO)

Results Dashboards

Probolsky Research offers interactive results dashboards to display key findings from our research at no additional cost. Each results dashboard is customized to meet the City's needs and goals. Results dashboards allow users to filter data based on specific demographics. You can explore example dashboards by clicking [here](#) or [here](#). Dashboards can be used for publicly sharing data or for internal use.



EXAMPLE: Results dashboard (Truckee Donner Public Utility District)



EXAMPLE: Results dashboard (City of Arvada, CO)

Presentation and Ongoing Consulting

After completing our reports, we will send our deliverables to the City for feedback and approval. We will then present our results to City staff, City Council, and key stakeholders as identified by the City. We will incorporate all feedback for additional presentations and deliverables as it pertains to future presentations, conference calls, or collaboration with staff and other consultants. We are available to present findings virtually or in-person as requested.



Assuming the feasibility study identifies a path forward to a potentially successful measure, we generally recommend a public information and outreach program to educate the community about your funding needs and to build broad consensus around a solution. While public agencies are prohibited from using public funds to advocate for the passage of a ballot measure, agencies may use public resources to educate and inform the public with impartial information and seek community input.

Goals

- **Provide** message development to ensure voters understand the outcome of their vote
- **Develop** appropriate information and education materials
- **Identify** the most effective methods of information distributed by the City
- **Design, advertise, and conduct** 3 public outreach meetings in conjunction with City staff
- **Develop** ballot language

Build Consensus

P&M will develop a plan to inform and engage influential community groups and leaders including elected leaders, business leaders, neighborhood leaders, faith community leaders, taxpayer groups and others. We will also develop a plan to communicate key informational messaging identified through polling to voters throughout the City.

During this phase of work P&M will:

- Develop informational messaging and a plan for getting the message out to key audiences
- Provide talking points, answers to frequently asked questions and a message training for anyone helping to conduct outreach or speak to the media regarding the tax extension
- Provide information to be added to your website, the websites of affiliated groups and organizations, and distributed through social media and included in newsletters
- Write, design, and produce informational mailings and advertising to educate, inform and engage voters
- Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders, taxpayer groups and others

Build a Strong Measure

Once we know what a viable measure looks like, our team will work with you and your legal counsel to develop your measure and qualify for the ballot.

Props & Measures will:

- Help develop the critical 75-word question that will appear on ballots
- Work with you and your financial team to finalize tax rates and structure of your measure
- Refine any related expenditure plans to make sure they are written in clear and understandable language and feature programs and projects that are high priorities for voters
- Work with you and the City's Attorney to define any suggested taxpayer accountability protections, such as an independent Citizens' Oversight Committee and public reporting
- Work with you and your Attorney to develop all ordinances/resolutions required for calling the election
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to your council for formal approval

Project Timeline

Assumes November 2024 Election Date

Winter 2024

- Develop detailed communication timeline
- Create initial informational messaging and materials based on survey findings, including:
 - Fact sheets and infographics
 - Talking points and FAQs
 - Web and social media content
 - PowerPoint presentations
 - Informational direct mail and advertising
- Attorney review and approval of all messaging to ensure compliance with relevant laws
- Provide message training for relevant County staff
- Develop stakeholder and opinion leader outreach target list

Spring 2024

- Conduct stakeholder meetings and presentations to key individuals and groups
- Disseminate public information messaging via direct mail, social media, email, websites, and other identified channels
- Develop a draft ballot language, resolution, and ordinance
- Develop and conduct tracking survey, if needed

Summer 2024

- Update public information messaging and materials regarding specifics of proposed ballot measure and based on feedback from stakeholders, tracking poll, etc.
- Finalize ballot language, ordinance, resolution, impartial analysis, argument in favor and other required materials
- Adoption of the resolution and ordinance calling election (no later than 88 days prior to Election Day)

Timeline Proposal

We have a simplified process that delivers accurate and actionable results.



Project Initiation



Research Design



Conduct Research



Analysis and Reporting



Presentation



Ongoing Consultation

We can meet any timeline provided by the City. We do not see any issue in completing our work for the City. We can start our work for the City immediately.

Below is an example timeline that can be easily modified. If the City moves forward with any potential revenue measure, we will assist the City, Props & Measures, and other consultants in the development of the ballot measure language, public education campaign, and a comprehensive outreach timeline.

Project Schedule



Probolsky Research has the necessary capacity to deliver high-quality work within the City's preset timeline and budget. In over thirty years of business, we have never initiated a change order; we have always delivered on time and within budget.

Cost Proposal

Our pricing is all inclusive. **We do not charge for travel or any other expenses.** We welcome the chance to develop the ideal methodology and budget in discussion with staff. We are flexible.

Voter Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
To Be Determined	City of Brawley likely voters	300	+/-5.8%	\$18,750
Languages: English, Spanish, and other languages as requested				
Level of confidence: 95%				
Modes: Online (email and text-to-web) and Telephone (landline and mobile phones)				

Multi-mode Tracking Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
Approximately 5 questions	City of Brawley likely voters	300	+/-5.8%	\$8,900
Languages: English, Spanish, and other languages as requested				
Level of confidence: 95%				
Modes: Online (email and text-to-web) and Telephone (landline and mobile phones)				

Outreach Pricing

Phase 1 Pricing

During PHASE 1 Feasibility, Props & Measures will charge a flat \$20,000 fee that will cover up to four months of work. This fee will cover all guidance, assistance, and recommendations during the voter survey process, including in person meetings, zoom meetings, phone calls, as well as any hard costs associated with those services. If the results of the feasibility study do not show a viable path forward, our contract may be terminated at any time with no further obligation.

Once a presentation is made showing the survey results and decision is made to move forward, Phase 2 of the communication and outreach process will begin.



Phase 2 Pricing

During PHASE 2, as is the standard in our industry, Props & Measures will move to our standard fixed-fee basis. For a city of Brawley's size, our standard consulting fee is \$5,500 per month. Reimbursable business expenses, such as mileage, will be billed separately along with any other hard costs associated with printing and postage for informational materials. Partial months of services would be billed at a prorated amount.

Should the City decide to engage in broader informational communication efforts, below we have provided pricing for production and distribution of video, paid digital media ads or informational mail programs.

Direct mail is priced separately on a per-piece basis as follows. Digital ads are priced in a live spot market, so it's difficult to provide advance pricing for the ad buy itself.

We charge \$3,500 per digital creative concept for the full range of treatments including banner ads, Facebook, and Instagram (approximately 14 sizes total). We will provide a range of buy options based on the size of your digital budget so we can jointly decide what ad platforms provide the best bang for your buck.

Sample pricing for informational mailings to approximately all 72,838 registered voter households, in Butte County is as follows – other formats and quantities priced upon request:

- 11x17, one-fold brochure on 100# text or equivalent: \$52,215

Pricing includes design, stock photography, pre-press, print, mailing labels and address de-duping, ink jetting, postal handling including postage, shipping, bulk mailing forms and postal check-in and applicable sales tax.

P&M bills monthly, for the previous month's services. Payment is due upon receipt, pending normal business practices.



Required Documents

Proposer's General Information Form

PF: 1 – PROPOSER'S GENERAL INFORMATION FORM
STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL

Date: 1/18, 2024 Business Name Probolsky Research
 Tax Identification No.: 20-8136277 Contact Person Adam Probolsky
 Address: 23 Corporate Plaza Suite 150 City: Newport Beach
 Telephone: 949-855-6400 Email adamp@probolskyresearch.com

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation Sole Proprietorship Partnership
 Limited Liability Company Other _____

1.2 If your firm is a corporation, answer the following:

1.2.1 Corporate ID Number _____

1.2.2 Owner / President's name: _____

1.2.3 Is your firm a publicly traded corporation?
 Yes No

1.3 In the past five years, has any governmental entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules or regulations?

Yes No

If **Yes**, identify the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

1.4 Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

Yes No

If **Yes**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.



Reference Form

PF: 2 – REFERENCE FORM

Complete the references below for general information. For detailed project information about each project (i.e. marketing materials, pictures, correspondence, ect.), please include immediately following this form.

1. Name: John Gillison, City of Rancho Cucamonga Phone Number: 909-477-2700 / john.gillison@cityofrc.us

Address: 10500 Civic Center Drive, Rancho Cucamonga 91730

Contract Award Date: March 2023 Contract End Date: Ongoing

Description of Services Provide:

Probolsky Research conducted several voter surveys to measure voter opinion on possible revenue ballot measure, including testing satisfaction with City services. Our work for the City continues now as we help the City plan for a 2024 Transient Occupancy Tax increase ballot measure.

2. Name: Eric Wier, City of Crescent City Phone Number: 707-464-7483 / ewier@crescentcity.org

Address: 377 J Street, Crescent City, CA 95531

Contract Award Date: July 2020 Contract End Date: October 2020

Description of Services Provide:

Props & Measures worked with the City to finalize ballot language, ballot argument, and informational messaging (Factsheet, FAQs, Web Content, Video, Digital Media) for the general sales tax measure on the November 2020 ballot.

3. Name: Elliot Blach, Downtown Fresno Partnership Phone Number: 559-490-9966 / eliott@downtownfresno.org

Address: 2020 Tulare St, Fresno, CA 93721

Contract Award Date: March 2018 Contract End Date: March 2021

Description of Services Provide:

Props & Measures performed all general consulting services for the Downtown Fresno Partnership in support of Measure P - a 2018 City measure to support parks. Measure P recieved 52% support, but ultimately prevailed in court as a citizen-led initiative and was enacted in March of 2021.



Table of Exemptions

PF: 4 – TABLE OF EXCEPTIONS


Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, proposed professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, selection number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Provision/Exception-Non conformance and/or Substitute Language

Pg.	Section #	Exception and Proposed Language

By Signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Brawley for state legislative lobbyist & advocacy services proposal

Dated this day 18 of January, 2024


President

 (Authorized Signature) (Title)



City of Brawley

Proposal for Public Outreach Services for Local Municipal Election Ballot Measure



Request for Proposal
February 9, 2024

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February 9, 2024



City of Brawley, City Manager's Office
ATTN: Thomas Garcia, Assistant to the City Manager
383 Main Street, Brawley, CA 92227
tgarcia@brawley-ca.gov

Subject: Proposal for Public Outreach Services for Local Municipal Election Ballot Measure

To whom it may concern,

Southwest Strategies is pleased to submit the following proposal to support the City of Brawley with public outreach services for a local municipal election ballot measure. We are one of California's leading infrastructure public outreach firms, and we believe that no one has more experience or expertise than our team in developing and executing the kind of comprehensive outreach and engagement effort the City is undertaking.

Following our investment in and partnership with Katz & Associates last year, Southwest Strategies is now the largest public outreach firm in California focused on infrastructure communications, specifically in the areas of transportation, energy, and water. Combined, our company offers its clients public outreach and community engagement services from nearly 100 professionals strategically located throughout the western United States. In partnership with EMC Research and Reliance Public Relations, the following proposal brings together all the greatest public outreach minds into one team, offering the City of Brawley a team uniquely qualified to deliver public outreach services to its diverse communities.

We have a tested and proven strategic approach for this kind of full-scale public outreach and engagement effort, which we have tailored to the unique needs of the City of Brawley and its diverse communities.

- **Meet People Where They Are:** We propose taking this public outreach campaign directly to Brawley voters where they live, work, and commute. In addition to hosting formal public meetings and workshops, we will go out into the places where people already gather and events they already attend and give them opportunities to quickly and easily get up to speed with the potential measure and engage in the course of their daily lives.
- **Create an Ongoing Dialogue:** Effective public engagement should be a two-way dialogue. We plan to continually ask for feedback and reengagement from community members at every step of the process.
- **Leverage Data:** Measuring effectiveness of outreach in real-time allows opportunities to strategically pivot. We recommend closely tracking polling responses and outreach metrics in order to ensure results, which is an essential aspect of our craft.

While we believe the ideas put forward in this proposal will help maximize public engagement, our team would be happy to modify the approach based on input from the City. On behalf of our team, thank you for allowing us to submit this proposal. Should you have any questions, please feel free to contact me at mcameron@swspr.com or (858) 541-7800. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Melissa Cameron". The signature is fluid and cursive.

Melissa Cameron
Senior Vice President and Partner
Southwest Strategies

Firm Qualifications and Experience

Southwest Strategies

Southwest Strategies is a full-service public affairs firm that specializes in the development of strategic outreach and communications programs for water, energy, transportation, and land use clients. Our senior leadership provides more than 200 collective years of experience in strategic planning, public affairs, government relations, and community engagement for some of our region's most complex and challenging projects. Our firm has helped to secure and build more than \$20 billion in infrastructure projects in California by combining our diverse experience, depth of knowledge, and comprehensive services with our insatiable desire to provide winning results. With a staff of nearly 100 employees strategically located throughout the western United States and operating from offices in Southern California, the Central Valley, and the Bay Area, we serve as a one-stop shop for all our clients' needs.

For over 40 years, we have partnered with clients in the public and private sectors to support a wide range of efforts, from infrastructure improvements to election outreach and residential and commercial ventures. In every effort, our team strives to partner with clients on every level, from the executive suite to the frontline workforce to ensure strategic alignment and successful execution of the tactics and strategies we help craft and implement to achieve our shared goals.

We are experts in building community engagement programs that drive meaningful results and have leveraged our experience and expertise to support the successful execution of dozens of referendum and ballot campaigns. We understand the inherent challenges of ballot measure campaigns – and we have assembled a qualified team of experts to support us with this effort. Southwest Strategies is headquartered in San Diego with a team of nearly 100 professionals.

EMC Research

EMC Research, a certified woman-owned business, is a national opinion research firm with more than 50 employees. With offices in Oakland, California; Seattle, Washington; Portland, Oregon; Columbus, Ohio; and Washington D.C., EMC Research has been serving an extensive and diverse range of clients since 1989. The firm has conducted opinion research throughout the state of California for over 30 years and has executed hundreds of research projects for local municipalities. EMC Research has a diverse and experienced team of experts, including staff fluent in Chinese, French, Korean, Greek, Spanish, Turkish, and American Sign Language.



Reliance Public Relations

Founded in 1997, Reliance Public Relations (Reliance) has worked strategically to help businesses, public agencies, and non-profit clients connect with stakeholders effectively. Headquartered in El Centro, the firm has a team of the most experienced public relations professionals in Imperial County who support a variety of clients ranging from Fortune 500 companies to small local organizations and public entities. The agency has won numerous Bernays Awards from the Public Relations Society of America, San Diego and Imperial Counties Chapter, in recognition of excellence for several of its projects. Reliance has successfully led strategic outreach efforts for a diverse range of clients, including multiple ballot measure campaigns. The team takes pride in their abilities to identify and engage with target audiences, develop forward-thinking campaign strategies, and execute any and all outreach strategies from conceptualization to fruition, such as news releases, community-based organization engagement, public meetings, and more.

The following case studies are examples of work our team has done in support of public affairs and strategic communications, media relations, region-wide public outreach, campaign advocacy and construction outreach, and public engagement. These efforts showcase the services we provide for clients across industries and provide insight into the similar types of strategies we propose for the City of Brawley in later sections of this proposal.

Our Experience



San Diego State University (SDSU) West – Yes on Measure G/No on Measure E.

In 2017, a group of private investors launched Measure E, the SoccerCity initiative, to circumvent the traditional planning process and purchase the valuable Mission Valley stadium site for far below fair market value. The initiative's severe flaws were quickly realized and soon after, with the help of Southwest Strategies, the Friends of SDSU introduced Measure G, the SDSU West initiative – a strong, competing proposal for the site that put education at the forefront. Southwest Strategies worked closely with the Public Land, Public Vote Coalition in opposition to Measure E and the Friends of SDSU in support of Measure G. Our team developed an all-inclusive media campaign, including a comprehensive suite of media materials, and facilitated media appearances and interviews with local outlets. Over the course of the election cycle, Southwest Strategies coordinated over 20 press conferences and placement of the first ever op-ed to be co-authored by the Lincoln Club and Sierra Club. On November 6, 2018, voters successfully approved Measure G with over 54 percent in support and rejected Measure E with 67 percent opposed.

- **Client Contact Name:** Jack McGrory, CEO of La Jolla MJ Management
- **Phone Number:** 858-353-0828
- **Email Address:** mcgrory@ljmjm.com
- **Address:** 7855 Ivanhoe Ave, Suite #333 La Jolla, CA 92037
- **Contract Award Date:** January 1, 2017
- **Contract Completion Date:** December 31, 2019



Families for Measure G
Join the Measure G campaign for one last rally with food and fun family activities!

YES ON G

Saturday, November 3, 2018
9-11 a.m.
Adjacent to Civita Park

*Yes on G is a coalition of San Diego business, community planners, local business, and education, park and environmental advocates. Coordinated media and events by: H.G. Frazier Company, San Diego Properties. For more information visit: www.sandiegogov.com

The City of Mill Valley Polling

In October of 2023, EMC partnered with the City of Mill Valley, California to conduct a multi-modal survey of registered voters. The survey assessed attitudes towards city management, funding priorities, and receptiveness to potential revenue measures.

The data from this benchmark survey was used to: 1) assess what revenue mechanisms/ballot measures were most viable as a way to address a budget shortfall and 2) inform the design of a follow-up tracking survey. That tracking survey is currently in the field and will help the City refine its messaging and communications approach.

- **Client Contact Name:** Linn Walsh, Senior Management Analyst/
Public Information Officer
- **Phone Number:** 415-388-4863
- **Email Address:** lwalsh@cityofmillvalley.org
- **Address:** Mill Valley City Hall 26 Corte Madera Avenue Mill Valley, CA 94941
- **Contract Award Date:** September 2023
- **Contract Completion Date:** Ongoing

EMC
research

Survey of Likely Voters
Mill Valley, CA
Hybrid Phone, Email-to-Web, Text-to-Web
15 minutes, 2500 or ADAP
Client: 5052/2023
EMC Research #23-9062

(T) = Tracking from previous survey

GREETING: Hello, my name is _____, may I speak with (NAME ON LIST)?

INTERVIEWER: NOL ONLY

INTRO: Hello, my name is _____ and I'm conducting a survey for _____ to find out how people feel about issues in Mill Valley. We are not trying to sell anything and are collecting this information on a scientific and completely confidential basis.

- Are you registered to vote in Mill Valley?
 - Yes
 - No → TERMINATE
 - (Don't know/Refused) → TERMINATE
- What would you say are the chances that you will vote in the November 2024 election for President, Congress, and other offices and measures – are you almost certain to vote, will you probably vote, are the chances (T) (F), or do you think that you will not vote?
 - Almost certain (Definitely) → CONTINUE
 - Probably → CONTINUE
 - 50/50 chance → CONTINUE
 - Will not vote → TERMINATE
 - (Don't know/Refused) → TERMINATE
- (T) Do you feel that things in Mill Valley are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?
 - Right direction
 - Wrong track
 - (Don't know/Refused)
- (T) What do you think is the most important problem facing Mill Valley today? (OPEN-ENDED QUESTION, ACCEPT ONE RESPONSE)

NOTE: 2023 survey conducted by phone only. This survey will utilize a mixed-mode methodology (telephone, text to web, and email-to-web).

EMCresearch.com

EMC Research #23-9062

5INT. Using a scale of excellent, good, only fair, or poor, please rate Mill Valley. (PROMPT IF NECESSARY: Would you give that a rating

SCALE:

- Excellent
- Good
- Only fair
- Poor
- (Don't know/Refused)

BEFORE EACH: The job the City of Mill Valley...

5. (T) is doing overall

(RANDOMIZE)

- (T) is doing keeping wildfire risk low
- (T) is doing repairing and maintaining streets and roads
- (T) is doing controlling flooding
- is doing keeping public infrastructure well-maintained
- is doing maintaining recreational facilities
- is doing preventing landslides
- is doing adapting to climate change
- is doing managing City finances

(END RANDOMIZE)

VOTE YES ON **B** FOR IVC

A STRONGER COLLEGE. A SAFER COMMUNITY.

Ad paid for by Friends of IVC, Yes on Measure B Committee. FRPC: 1453103



Measure B is a local bond measure to improve Imperial Valley College on the **November 8th** ballot.

Vote Yes on B to:

- ✓ Construct an Emergency Responder Training Center and programs for **careers in health, law enforcement and firefighting**
- ✓ Upgrade Science, Technology, Engineering and Mathematics (STEM) **classrooms and labs**
- ✓ Develop local programs and classrooms for careers in **lithium technology**
- ✓ Ensure that funds are used for local projects and **ARE NOT TAKEN by the state** and spent elsewhere

The Imperial Valley Fire Chiefs Association, Imperial County Firefighters Association, and the Imperial County Police Chiefs & Sheriff Association endorse Measure B.

A stronger college. A safer community.
VOTE YES ON MEASURE B!

For more information about Measure B, please scan this code with the camera on your mobile device, or visit www.friendsofivc.com

Ad paid for by Friends of IVC, Yes on Measure B Committee

The Friends of the Imperial Valley Community College District Yes on Measure B Campaign

Reliance Public Relations coordinated the strategic outreach in 2022 for a successful \$130 million bond campaign on behalf of the Imperial Valley Community College District. The measure, designated as Measure B, sought funding for an emergency responder training center on the college campus, consisting of specialized firefighter and law enforcement training facilities.

It also would construct laboratories to train a workforce for careers in lithium technology as well as other campus improvements. The Friends of IVC–Yes on Measure B committee retained Reliance to work with the bond consultants to identify target audiences, develop a campaign strategy to identify voters, reinforce support and work to get supporters out to vote, as well as to budget, design and place all campaign advertising in Imperial County media. Additionally, Reliance championed the efforts to produce campaign news releases, identify and coordinate campaign presence at community events, and serve as physical campaign headquarters in Imperial County.

Primary informational efforts included traditional advertising, as well as presentations at public meetings, such as city councils, that were live-streamed over social media. Other efforts included direct mail to registered voters, generation of public endorsements, and organization of staffing at community events, such as farmers’ markets.

The measure received a “yes” vote of 60 percent of those voting in the November 2022 election. Design work is currently underway for construction of the new public safety training center at the college, as well as other buildings approved by the voters.

- **Client Contact Name:** Ben Horton, Chair of Friends of IVC–Yes on Measure B committee
- **Phone Number:** 760-425-7198
- **Email Address:** benhorton@live.com
- **Contract Award Date:** September 26, 2022
- **Contract Completion Date:** November 8, 2022



Brawley Elementary School Districts (BESD)

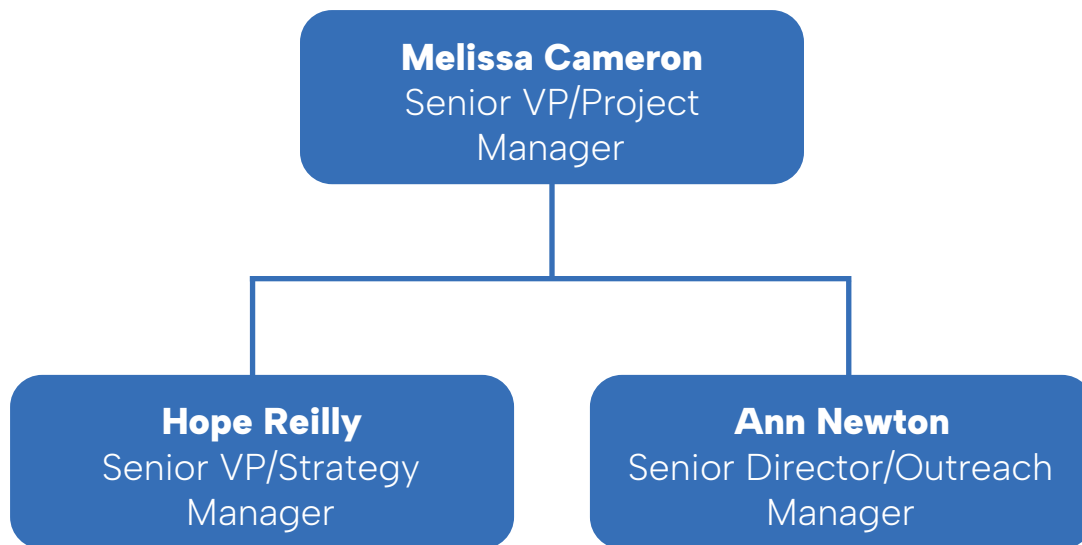
In July of 2012, EMC conducted a bond measure feasibility survey for BESD regarding a bond measure to maintain and improve neighborhood schools. As evidence of the research challenges in smaller areas like Brawley, we only targeted 200 completes. This was back in the days of phone-only polling, so we did not have the option for email or text to web to supplement the sample.

The survey tested general attitudes about the District, the perceived need for additional funding, uninformed and informed support for the bond measure, and the impact of information about the bond measure. EMC's research showed that the measure had strong support and would likely get well over 60 percent.

EMC presented the results to the School Board. The District used the survey results to support the decision to put the measure on the ballot, to help refine the ballot language so that it reflected key voter priorities, and to refine messaging and outreach. Measure S passed with 66.9 percent of the vote.

Key Personnel and Organization Chart

We have assembled the most sought-after public outreach experts from throughout Southern California, whose unique combination of relevant experience and understanding of the City of Brawley will ensure the successful implementation of the surveying process and ballot measure educational campaign. Our team is led by our Senior Vice Presidents, Melissa Cameron and Hope Reilly, who are experts in developing and implementing successful ballot campaigns, accompanied by Director Ann Newton, who is prepared to leverage her experience in Imperial County to conduct carefully crafted outreach, supported by a brain trust of regional public outreach experts, including Reliance Public Relations President and Brawley native Bill Gay and EMC Research Senior Principal Andrew Thibault. This strategic leadership will be critical; however, in order to effectively implement a program of this size and scale in the allotted timeline, quantity of people power will also be important. By bringing together Southwest Strategies (which recently acquired Katz & Associates to become nearly 100 people strong) with Reliance Public Relations and EMC Research, we will have a strong team of nearly 160 public outreach practitioners available to implement this effort in every corner of Brawley.



Subconsultants

EMC Research

Andrew Thibault
Research and
Polling Lead

Reliance Public Relations

Bill Gay
President
Outreach

Reliance Public Relations

Susan Giller
VP
Outreach

Melissa Cameron

SENIOR VICE PRESIDENT AND PARTNER



CONTACT

619.508.6228

mcameron@swspr.com

EDUCATION

Master of Public Administration
University of Utah
August 2005

B.A. Communications Brigham
Young University August 2001

SKILLS

- Project Management
- Strategic Planning
- Government Relations
- Message Development

AWARDS

San Diego Metro 40 Under 40
Awards, 2016

American Association of
Political Consultants' Award of
Excellence, Ballot Measure
Campaign of the Year – 2019
(No on E, Yes on G)

PRSA San Diego's Bernays
Award of Merit, Public Affairs –
2018 (Lennar Homes' Pacific
Village)

Hermes Gold Winner,
Newsletters – 2017 (Pacific
Gas & Electric Company)

PROFESSIONAL EXPERIENCE

Melissa Cameron is a Senior Vice President and Partner at Southwest Strategies, where she directs and manages a variety of client accounts, working on project management, reputation management, land use planning and development, transportation, energy, digital outreach, and community relations. Melissa develops strategic public affairs campaigns to achieve clients' goals and objectives. She creates communications strategies to help clients engage with their audiences and coordinates public opinion and economic research efforts to develop strategies and messages for clients. Cameron leads digital advocacy efforts for local and national strategic initiatives. She coordinates budgeting for clients and campaigns, as well as forecasting for proposed strategies.

SELECTED PROJECTS

Summit Steps Forward Campaign – Managed campaign and aided in the transition from commission to council districts through preparation of collateral materials.

Sports Arena Campaign – Implemented a coordinated community outreach and media relations campaign to build widespread support for Brookfield Properties' proposal to redevelop the iconic 48.5-acre Sports Arena venue in San Diego's Midway District. Successfully implemented a robust digital outreach and advertising campaign to win approval from the City to begin exclusive negotiations. Led a citywide grassroots campaign effort in support of Measure E to remove the existing 30-foot coastal height limit from the Midway District, which successfully passed in November of 2020.

2021 Regional Plan Education Campaign – Executed media training and provided strategic counsel for response planning. Planned and implemented a comprehensive education and outreach campaign to inform San Diegans of the 2021 Regional Plan and its initiatives.

Hope Reilly

SENIOR VICE PRESIDENT and PARTNER



CONTACT

949.291.4391

hreilly@swspr.com

EDUCATION

B.A. Political Communication
The George Washington
University
May 2010

SKILLS

- Project Management
- Strategic Planning
- Government Relations
- Message Development
- Crisis Communications
- Media Relations

AWARDS

San Diego Metro Top PR and
Marketing Executives, 2022

San Diego Metro 40 Under 40
Awards, 2021

PRSA Silver Anvil, Award of
Excellence, Public Affairs –
2019 (No on E, Yes on G)

American Association of
Political Consultants' Award of
Excellence, Ballot Measure
Campaign of the Year – 2019
(No on E, Yes on G)

PROFESSIONAL EXPERIENCE

Hope Reilly is a Senior Vice President and Partner at Southwest Strategies where she oversees local government and transportation communications and manages a variety of client accounts, working on public outreach, media relations, marketing communications and multicultural outreach.

Hope develops strategic public affairs campaigns to achieve clients' goals and objectives, utilizing her experience with crisis communications and media relations. She creates communications strategies to help clients engage with key audiences and guides clients, preparing and implementing government relations and supporter mobilization plans. Hope also leads digital advocacy efforts for strategic initiatives.

SELECTED PROJECTS

Carlsbad Desalination Plant – Developed and implemented crisis communications plan for the largest, most technologically advanced and energy-efficient seawater desalination plant in the nation. Executed crisis communications plan during global pandemic, navigating operations crises and ensuring worker safety.

San Diego County Water Authority – Developed media training series for water authority executives to provide essential education and support future operations. Conducted multiple trainings to ensure executives were ready to respond to all media issues, including legal items.

2021 Regional Plan – Spearheaded media training development and oversaw response planning. Initiated preemptive response development to enable rapid response to controversial issues. Planned and implemented a comprehensive education and outreach campaign to inform San Diegans of the 2021 Regional Plan and its initiatives.

City of Carlsbad – Oversaw the Grand Avenue Improvement Project community outreach program. Created the communications plan for communicating with businesses and residents. Worked with our design team to develop all the print, digital and social media outreach content.

PROFESSIONAL ORGANIZATIONS

Board of Directors, President
January 2017 – December 2022

San Diego/Imperial Counties Chapter of Public Relations Society of America

Member
January 2022 – Present
Circulate San Diego

Ann Newton

Senior Director



CONTACT

323.609.3980
anewton@katzandassociates.com

EDUCATION

Bachelor of Arts in Political Science, Pepperdine University

CERTIFICATIONS

International Association for Public Participation (IAP2)
 Certificate in Public Participation

SKILLS

- Outreach
- Media Relations
- Media Training
- Message Development
- Collateral Development
- Communications Planning
- Coalition Building
- Public Participation

PROFESSIONAL EXPERIENCE

Ann Newton is a senior-level public relations and communications professional with 18 years of statewide experience in communications, stakeholder outreach and media relations. She is skilled in communications strategy, campaign development, messaging, public outreach, coalition building and media relations for public agencies, private sector, trade associations and political campaigns. Ann is adept at working with multi-disciplinary teams, including engineering, researchers, attorneys and other experts critical to project success. She has a strong background in water, natural resources and infrastructure, complemented with a political background, having worked on more than a dozen statewide ballot measure campaigns. She is a team player and strong manager with a hands-on approach that delivers high-quality results on time and on budget.

SELECTED PROJECTS

City of San Diego Organic Waste Recycling Program – Ann served as strategic counsel and Senior Project Manager for the City of San Diego's 2023 rollout of the Organic Waste Recycling Program. During this time, Ann and her team were tasked with developing an actionable communications plan for a citywide rollout, conducting stakeholder interviews, providing media relations counsel and support and outreach across the city to raise awareness and increase participation in the program.

Metropolitan Water District of Southern California
 Pure Water Southern California – Ann currently provides messaging and outreach counsel for Pure Water Southern California, Metropolitan Water District of Southern California's proposed potable water reuse project. The project, which currently operates a demonstration plant, will be one of the world's largest potable reuse projects. In her work with Metropolitan, Ann supports outreach and stakeholder engagement efforts, provides strategic communications counsel as the agency navigates permitting for a project that will be constructed across 18 cities and serve 19 million customers. Ann also oversees the outreach team that supports Metropolitan's direct stakeholder outreach. If built to full capacity, the Pure Water Southern California would be the largest recycled water project in the nation.

LA County Department of Public Works Water for LA – Ann currently serves as Project Manager LA County's Water for LA program. In 2022, Ann led the team tasked with developing a new summer drought campaign, which included campaign identity, a new website, paid media including TV ads, radio, print and out-of-home advertising, stakeholder outreach and promotional materials. In her role she oversaw plan development and a full team including a media buyer, creative director and videographer, graphic designers, web developer and support staff.



Andrew Thibault

Senior Principal at EMC Research

Andrew Thibault started at EMC Research in 1994 as an Analyst and Field Director and is now a Senior Principal and Chairman of the Board. Andrew has designed and directed hundreds of thousands of projects, both qualitative and quantitative.

Corporations, public agencies, non-profits, and campaigns trust and rely on Andrew because of his research expertise and his ability to communicate research findings in a way that is meaningful and relevant to their goals. How we communicate what we learn is as important as the research itself. Andrew's commitment to quality and focus on his clients' long-term success has helped build EMC Research into one of the most respected polling firms on the West Coast and beyond.

Recent Projects

East Otay Mesa (CA) Infrastructure Project Survey: EMC Research conducted a mixed-mode survey among registered voters in East Otay Mesa to better understand attitudes about and support for an infrastructure project. The client is using the research to inform and refine its messaging and outreach strategy.

Mammoth Lakes (CA) Fire Protection District Client: In October 2023, EMC research conducted a mixed mode survey for MLFPD among 205 registered voters. This survey investigated attitudes towards the Fire Department and support for a revenue measure to fund emergency response, fire protection, and disaster preparedness efforts in the District. The client used the data to inform decisions about moving forward with the measure and communications with voters.

Seattle (WA) Department of Parks and Recreation (SPR): EMC Research has partnered with SPR since 2016 to conduct surveys to track residents' usage, perceptions, and funding priorities. The surveys uses a multimodal Address Based Sampling approach to ensure a broad and representative sample. Respondents were able to take the survey at their convenience in English, Amharic, Korean, Tagalog, Traditional Chinese, Somali, Spanish, and Vietnamese. SPR uses this research to support budgeting decisions and to set priorities for investing in parks, facilities, programs, and new opportunities.

Employment History

2016-Present	Senior Principal, EMC Research
1997-2015	Principal, EMC Research
1994 -1996	Field Director & Analyst, EMC Research
1990-1993	Analyst, Hamilton & Staff
1987-1991	Senior Director, World Class Incentives
1983-1986	Programmer/QA Lead, Media Cybernetics

Education

1987	B.A. in Liberal Arts - University of Maryland at College Park
1992	M.A. in Political Management, 1992 – George Washington University

William A. Gay, APR, Fellow PRSA

1050 Danenberg
El Centro, Calif. 92243
(760) 427-2314 (Cell)

Email: bill.gay@reliancepr.com

October 1997-Present

Founder and President, Reliance Public Relations, Inc. El Centro, CA. Services include all aspects of public relations, including planning, media relations, community relations and internal relations. Some projects have included:

- Coordination of public relations programs for Imperial Valley College, the City of El Centro, Salton Sea Authority and Imperial Valley Expo;
- Development of an informational campaign introducing curbside recycling in our county;
- Development and implementation of a countywide visioning process for Imperial Valley College that led to passage of \$58.6 million bond issue in 2004;
- Development and coordination of community-based strategic planning process for City of El Centro;
- Issues management, media relations and community outreach on behalf of the Western Goldfields Mesquite Mine near Glamis;
- Issues management, media relations and community outreach on behalf El Centro Regional Medical Center and Pioneers Memorial Hospital District;
- Organizer and coordinator of the Imperial County Business Recovery Task Force during COVID closures;
- Counsel in various political campaigns including the 2008 Measure D sales tax extension for county roads that passed by a vote of 83 percent “Yes;” \$80 million bond campaign for the Imperial Community College District that passed in November 2010 with 65 percent “yes” vote; \$130 million bond campaign for the Imperial Community College District that passed in November 2022 with a 60 percent “yes” vote;
- Organization and leadership of Issues management for Southwestern Community College in Chula Vista, CA.;
- Development and publishing of quarterly Magazine Imperial Valley ALIVE.

September 1972-October 1997

Reporting and editor positions, Business Manager, Vice President and General Manager, Imperial Valley Press and The Brawley News.

Duties (1972-1988) included general assignment reporting/photography, coordination and supervision of editorial assignments and reporters, coverage of beats such as schools, community college, city councils, law enforcement, politics, military affairs and farm water rights issues; copy editing.

Duties (1989-1997) included strategic planning, annual development of \$5 million corporate operating and capital budgets; safety program development and administration; recycling and waste management; long range financial planning; facility and property management; coordination of various aspects of commercial printing.

January 1972-August 1972

Display Advertising sales, The Ledger, Montrose, Calif.

Military

June 1968--December 1971: Active duty Navy; 1972-1977 and 1982-1993 U.S. Naval Reserve.
Retired as a Commander.

October 1990-December 1993.

Public Affairs Officer for the Naval Reserve Readiness Command, Region 19, San Diego, Calif.
Principal public relations advisor for the largest field operation in the Naval Reserve at that time.

November 1986-October 1990.*Public Affairs Team Leader.*

Major accomplishments included acting as Navy spokesman during major exercises in Korea, Thailand and Japan, marketing and event planning for the grand opening of the new Balboa Naval Hospital in San Diego, planning and implementation of multi-event celebration over a three state area for the Naval Reserve's 75th Anniversary.

Professional Courses

May 1993: Senior Public Affairs Officer Course, Defense Information School, Fort Benjamin Harrison, Ind.

1997-Present: California Community Colleges Public Relations Organization (CCPRO) training seminars.

2004: Emergency Public Affairs Training sponsored by the state Office of Emergency Services.

2005 to Present: Various professional seminars sponsored by the Public Relations Society of America (PRSA) in preparation to take the exam for an Accreditation in Public Relations (APR).

Professional Accreditation and honors: Accreditation in Public Relations. Inducted into the Public Relations Society of America College of Fellows in 2014.

Education

Bachelor of Journalism degree with a news-editorial major from the University of Missouri, 1968.

Master of Arts in Management with an emphasis in Marketing from the University of Redlands, 1983.

Community/Professional Involvement

Board member (and past president), Brawley Boys and Girls Club (1972-1978)

Board member (and past president) Brawley Chamber of Commerce (1975-1981 and 1985-1991)

Member, Brawley Rotary Club, 1975-1990 (Board member, 1989)

Member (and past president) El Centro Kiwanis Club (1992-present)

Executive Board (and past president) Imperial County United Way (1993-2002)

Board member, El Centro Chamber of Commerce (July 1995-June 1999), (July 1, 2001-June 2004)

Chair, Workforce Investment Board of Imperial County (2004-2006)

Member, Imperial County Workforce Development Board (2007-2009)

Member, National Accreditation Marketing Committee for the Public Relations Society of America, (2008-2010)

Member, City of El Centro Community Services Commission (2011-2015)

Board Member, San Diego/Imperial County Public Relations Society of America Chapter (2010-2017)

Ethics Chair, San Diego/Imperial County Public Relations Society of America Chapter (2017-2020)

Docent, USS Midway Museum, San Diego (2021-present)

Susan M. Giller, APR

690 Terrace Circle, Brawley CA 92227
760-960-4821 * susan.giller@reliancepr.com

Summary

- Experienced communications and public relations professional
- Award-winning writer and strategic public relations practitioner
- Adept at strategic planning, creative project design & development; experienced leading teams of creative professionals and staff management
- Leadership in civic, business, and community service organizations

2015–present: Vice President, Partner, Reliance Public Relations, Inc.

Services include all aspects of public relations, including strategic planning, project design, public relations counsel, facilitation services, issues management, crisis communications, media training, writing, communications and publications services, marketing and advertising. Clients range from public agencies, educational institutions and businesses ranging from local firms to Fortune 500 companies.

Current and previous clients include:

- Co-lead development of 5-year strategic plan for County of Imperial in 2023. Project included community outreach to garner input from stakeholders throughout the region for inclusion of diverse voices in the plan. Outreach resulted in holding meetings with more than 30 groups around the region and garnering more than 1,500 comments that became part of the plan;
- Issues management, media relations, media training and government affairs for Western Mesquite Mines near Glamis;
- Through a partnership with OPR Public Relations in Riverside, provided public relations and community outreach services to the Medi-Cal management care firm California Health & Wellness when it began service to Imperial County recipients;
- Media, marketing, communication services for San Diego State University Imperial Valley;
- Strategic plan development for the City of Calexico, which included citywide outreach to gain information about community issues and concerns that were addressed in the plan;
- Imperial County Assessor’s Office property assessment increase project. Designed and helped implement an education campaign to inform owners of an impending large property assessment – and tax – increase;
- Part of the Reliance team that worked to develop and then assist a Valley-wide Business Recovery Task Force provide information and services to assist small business during the pandemic;
- Strategic plan development for the County of Imperial adopted and implemented by the Board of Supervisors in 2014;
- Strategic plan development and facilitation for the Imperial County Transportation Commission (ICTC);
- Community outreach, government affairs, and business development services for the Sanitation District of Los Angeles County’s waste-by-rail Mesquite Regional Landfill near Glamis;
- Imperial Valley Economic Development Corporation marketing including development, creation and production annual magazine “Abundant Opportunities,” which became the organization’s major marketing tool;

- Community outreach and government affairs for geothermal developer Ormat Nevada, for its geothermal operations in Imperial County.

2004—2015: Vice President, Partner, Valley Solutions Group Inc.

Full service public relations, marketing, communications, community outreach, and government affairs.

1998 – 2003: Supervisor, Media and Communications, Imperial Irrigation District

Responsibilities included: managing an annual budget of nearly \$800,000 and a staff of five; supervision of the agency's annual Water Safety Campaign; development and dissemination IID's messaging to its numerous stakeholders. Work included issues management, media relations and media training during the politically contentious negotiations that resulted in the adoption of the Quantification Settlement Agreement (QSA) and water transfer agreement with San Diego.

1975–1997: Managing editor, city editor, and reporter, Imperial Valley Press

Managed news and photo staff of 25 people and handled special projects, including an extensive project to revitalize the newspaper's relationship with readers and meet the changing needs of an increasingly digital age known as "New Directions in News."

Professional designation, awards:

- Accreditation in Public Relations (APR) from the Universal Accreditation Board.
- Part of the Reliance team to win the Bernays Mark of Merit Award for Public Services from the Public Relations Society of America, San Diego/Imperial Counties Chapter in 2020. The award recognized work to advocate for businesses during pandemic closures done for the Business Recovery Task Force.
- Part of the Reliance team to win the Bernays Mark Merit Award for the concept and ongoing publication of Imperial Valley Alive magazine, 2017.
- Led Reliance team that won the PRSA Bernay Award of Excellence for issues management, for Imperial County Assessment Increase, 2016.
- PRSA Mark of Merit award in the magazine category for development and publishing Abundant Opportunities magazine for the Imperial Valley Economic Development Corp. (IVEDC), 2013.

Community involvement:

- Board Member, Coalition for Labor and Business Imperial Valley;
- Member and past Board Member of the Rotary Club of El Centro;
- Former Brawley Chamber of Commerce Board Member and President;
- Distinguished Philanthropist Award in recognition of pro bono work done for IVEDC, and many other civic, business and charitable organizations in Imperial County, 2014.

Education and professional development:

- Bachelor in Journalism degree, The Ohio State University;
- AchieveGlobal Continuous Measurable Improvement training, and facilitator training;
- Graduate of the Poynter Institute Newsroom Management program in San Francisco;
- Dale Carnegie graduate, graduate teaching assistant.

Project Understanding and Approach

Situational Analysis

With a population of approximately 27,000 people and counting, the City of Brawley is not only home to many, but provides critical public services to its resident and neighbors alike. Its government takes pride in their ability to provide the community with excellent municipal services and is ready to support the City as it continues to grow in population over the next decade. The City is exploring its options to facilitate this growth to ensure local programs and services continue to thrive, including the potential to place a minimum of a half-cent sales tax measure on the 2024 municipal election ballot. In order to reach a conclusion of whether to proceed with the ballot measure, the City is committed to ensuring that all of its voters are accurately and thoroughly informed on the measure, including its intent, logistics involved, and the outcome of their vote, should they be in favor or opposed. With this determination in mind, the City is soliciting proposals from qualified professionals to provide public outreach services for this election, including the surveying of the voters and a public outreach and educational campaign in a timely manner prior to the November election.

In many respects, the City of Brawley is at a crossroads in its decision like many communities across the southern California region when placing measures on ballots. This means an out-of-the-box approach to public outreach for this ballot measure is essential, as the status quo is not inherently in keeping with the voters' priorities. Southwest Strategies and its team of partnering firms understand this and are ready to hit the ground running with top-of-the-line polling and education outreach strategies. We also appreciate that public outreach in a post-COVID world has unique challenges and opportunities, which we are prepared to tackle head on.

Objectives

1. Successfully conduct two multi-mode surveys that include a sufficient number of respondents, to yield +/-5.0% levels of accuracy.
2. Educate the public and gather meaningful feedback that will inform the decision for the ballot measure.
3. Effectively communicate and report to the City, as well as its staff and Council, throughout the entirety of the process.



Accomplishing the objectives outlined in this RFP will require holistic community outreach. This will ensure the City understands what results residents are seeking out of this measure and prepare the City to make an ultimate decision to include it on the upcoming election's ballot. This means that innovation, inclusion, transparency, and exhaustive engagement are essential to ensuring all residents can provide feedback – all of which we are confident that we can handle.

Understanding Polling

Our partners at EMC Research are recognized as a national opinion research firm with 55 employees who serve an extensive range of clients to execute their polling needs. With over 30 years of experience in conducting opinion research in California and experience specifically with the City of Brawley, they know how to strategically craft surveys and survey outreach to yield the best results. What's more, they know how to do this most effectively to the audience at hand. Southwest Strategies and EMC Research have a longstanding history of working together to exceed clients' expectations for nearly a decade. We are a well-oiled machine that has collaboration down to a science, making us ready to hit the ground running with this effort.

Understanding Outreach and Engagement Best Practices

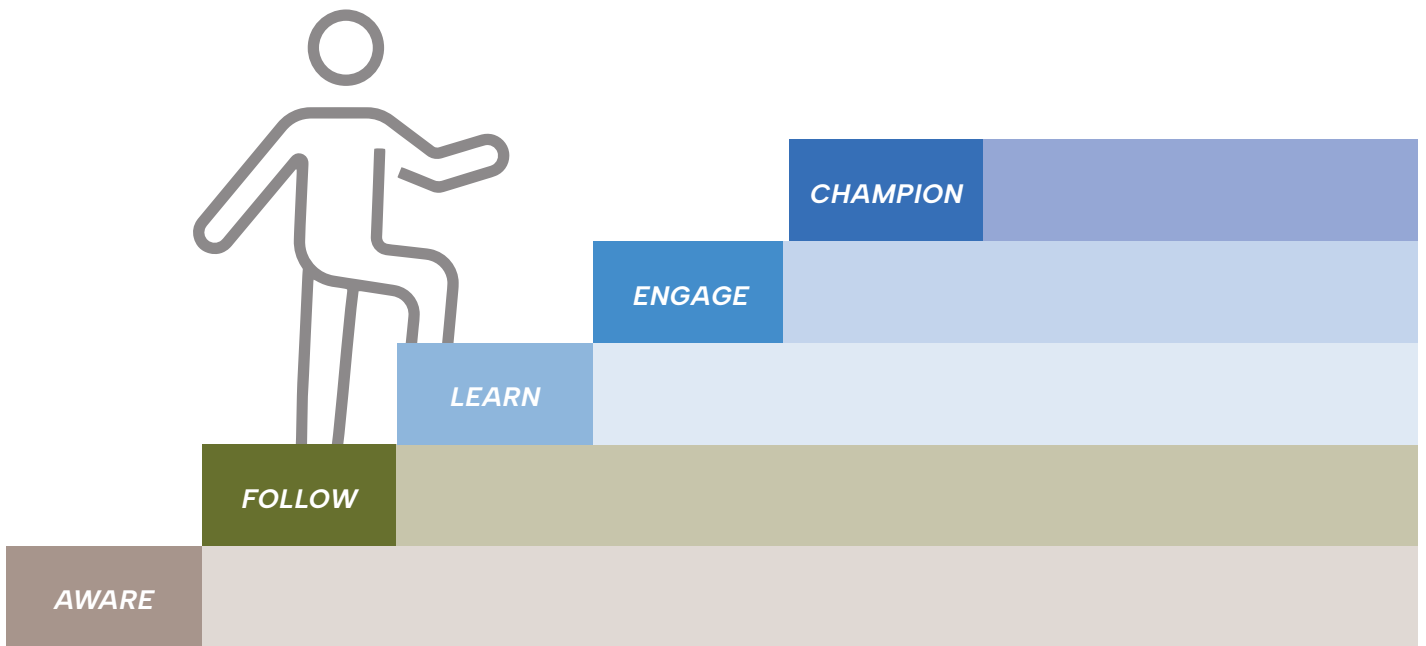
When creating an outreach strategy, it is critical to understand that we live in an era that is cluttered with content spanning across various news outlets and social media platforms. According to BridgeCare ABA, the average attention span is 8.25 seconds, placing an emphasis on developing creative, interactive strategies when conducting in-person outreach that keeps our audiences engaged through every sentence. MarketingProfs claims that in 2022, people spent an average of nine seconds reading an email, which is down from 13.4 seconds in 2018. Perfecting the craft of a concise and effective digital media campaign will be imperative to the success of public outreach. The fracturing of audiences across mediums and platforms in the wake of COVID-19 has made it absolutely imperative to use a broad-based approach that meets people where they would like to be met. In addition to capturing the attention of our audience, it has also been made known by Pew Research Center that the trust in government and media in our country is at an all-time low. Our commitment to maintaining transparency and facilitating two-way discussions with our audiences work toward repairing this statistic.

Understanding Equitable and Inclusive Engagement Efforts

With that said, there are many residents spread throughout the City of Brawley and its surrounding area that lack the resources necessary to access the internet in addition to older residents who simply may not know how to operate social media and other digital platforms, making in-person outreach imperative. These audiences are just as important to garner feedback from during this outreach phase, and the approaches used to reach them will need to be just as comprehensive, thoughtful, and innovative. Southwest Strategies’ proposed approach to educating, communicating with, and engaging the public aims to reach all corners and communities of the City by using unique and meaningful tools to leave a lasting impact.

Proposed Work Plan

Part of what makes our firm stand out is the thoroughness of our approach in educating the public as a means of not only generating awareness, but understanding, interest, and engagement. We subscribe to the time-honored ladder of engagement school of public outreach, where we bring people along and slowly draw them into caring about an issue by first making them aware of the issue, then educating them, then engaging them. By doing this, we keep people up to speed and informed about the issue in a meaningful and continually fulfilling way, ensuring their engagement will continue, while also keeping the activities (more colloquially labeled as “calls to action”) low effort enough to be easily completed in several minutes. By doing so, we avoid each activity, or rung of the ladder, becoming too tedious or time consuming to deter people. We are poised to utilize the ladder of engagement in this work to create meaningful outreach and effective results.



The following approach represents our multipronged outreach and engagement strategy to ensure the City meets the objectives described above. We propose using multiple channels of engagement, including research and polling, media relations, community events, meetings and partnerships, and digital engagement, to achieve all of these goals in the timelines articulated by the City. While these individual tactics will build off of each other, they will also work together to achieve all goals and objectives. These strategies will help us build a solid foundation for future work with regular touchpoints, paving the way for a successful, inclusive outreach campaign.

Planning

Strategic planning session – Southwest Strategies will hold a planning session with the City Manager, Assistant to the City Manager, and other designees to identify communications strengths, weaknesses, opportunities, and threats. Through careful assessment and deliberation on these concepts, we can begin to develop a communications approach that maximizes the City’s communication impacts and addresses potential challenges directly. During this meeting, the key players will discuss the survey goals and objectives, design the initial survey and its questions, and suggest potential outreach strategy efforts.

Comprehensive outreach and engagement plan development – Following the planning session, our team will prepare a comprehensive outreach and engagement plan to assess the viability of the measure and that includes thorough and effective tactics to educate the residents of Brawley so they have sufficient understanding to weigh in and provide public opinion on the potential ballot measure. Further, the plan will detail the timing of each activity, advertisement strategies, specific media outlets to engage, and recommended events and other details. Specific outreach strategies will be integrated into the plan to most effectively reach target audiences.

Messaging and materials development – Based on communications planning and community leader audit findings, as well as our experience on similar programs, we will develop a message platform that advances the City’s goals to educate the public on the potential ballot measure and garner voter sentiment on the matter at hand. It will be incorporated into all branded collateral material, which includes items like fact sheets, maps, infographics, presentations, and more.



Stakeholder database – Regular, ongoing updates to stakeholder outreach lists are essential to ensure all residents, businesses, and other third-party organizations are reached. Our team at Reliance Public Relations has longstanding relationships and familiarity with the community targeted through this effort, and we are prepared to leverage their existing database of stakeholders in Brawley. We will help the City maintain this comprehensive database of stakeholders to share updates with the public, including information on polling opportunities, public meetings, community events, and other ways to engage. The list includes contacts from business, tribal, environmental, transportation, faith-based, senior, educational institutions, trade, public health, and social justice organizations, and other groups. It will also serve as the basis for developing an opt-in distribution list for electronic newsletters, special events, and other communications, in compliance with all state and federal communications laws on email communications.

Recurring team check-ins (ongoing) – We will identify the cadence of recurring check-in meetings with the City during each phase of outreach. Our team will prepare agendas, report on key project milestones, and take notes to ensure meetings are impactful.

Research and Polling

Initial research – Our team’s polling lead, Andrew Thibault, will champion the initial research needed to strategize how to best approach the polling process and solicitation of responses. We are prepared to dive into this process with a pre-existing understanding of an approach. Because we have experience with Brawley and have an understanding of the demographic at hand, we know that there is a limited universe of registered voters in the City (~12,500 total and fewer than 6,500 unique households), both surveys will require a non-standard sampling strategy to reach more than 300 completes. Our Field Department has estimated that we would not be able to get more than 200 completes using a traditional strategy.



Polling strategy – In order to yield the desired results from the two surveys outlined in this RFP, we recommend deploying an Address Based Sampling (ABS) approach. United States Postal Service address lists have an average coverage rate of 98% of households. This makes address-based sampling an excellent approach in smaller areas. We estimate that we will be able to complete 300–400 interviews using ABS.

This approach is based on a postcard-to-web strategy with professionally designed postcards mailed to all voter households in the City. The postcards will include a unique link to the survey and a toll-free dial-in number for those who prefer to take the survey by phone. The online survey will be translated into Spanish, and we can have Spanish-speaking interviewers available for those who call in.



As part of the data collection process, EMC Research will monitor the demographic representativeness of the completed surveys so we can tailor the reminder strategy to focus on under-represented groups. Our reminder strategy is multi-modal. For households with listed numbers, we conduct at least one follow-up reminder by phone. We either text or call these respondents using an automated Interactive Voice Response (IVR) message to remind them about the survey and repeat the instructions for accessing it online or by phone. For those who do not have a listed phone number and have not yet completed the survey, we will send a follow-up postcard approximately one week after the survey launches.

We would use an identical approach as the baseline survey for the Optional Tracking Survey, and we recommend that we keep both surveys to an average length of 15 minutes to cover the necessary questions while also keeping respondent burden to a minimum.

Outreach and Engagement

Traditional outreach strategies are tried and true methods to raise awareness and educate the residents of Brawley to ensure that they are armed and equipped with a strong sense of the issue at hand to provide meaningful input on the potential ballot measure. What makes a campaign truly effective is the understanding of how to turn awareness into action. Education must go beyond checking boxes of outreach tactics, as awareness does not readily lead to action. Our team utilizes strategic communications and innovative methodologies to ensure that we effectively prepare, manage, and implement holistic, multi-pronged campaigns that start by creating simple awareness and education that leads to fully informed and effective public opinion on the potential ballot measure. To raise awareness of the ballot measure and polling efforts so that the City can receive meaningful feedback on the measure, our



team recommends thorough, exhaustive engagement be implemented in multiple languages based on demographic needs as described below. Key tactics to achieve this include, but are not limited to, the following.

Website – Based on the new message platform and collateral materials, we will develop new copy for the City’s website as needed. We would also assist in preparing web-ready versions of collateral materials.

Community-based organization network activation and engagement – Southwest Strategies has found that building a network of community-based organizations (CBOs) for public outreach is one of the most effective ways to engage community members and ensure equitable outreach. After initial CBO partners have been secured, our team will develop comprehensive toolkits of communications materials, such as fact sheets, newsletter articles, social media posts, and more, that the CBOs can distribute via their existing communications channels.

Public meetings – We will coordinate public meetings in English and Spanish that could be either virtual or in-person, catering to the needs and desires of Brawley voters. Our team will also coordinate logistics and planning in addition to staffing them on the day of. Whenever possible, we will secure community spaces from trusted CBOs and partners to promote inclusive dialogue among the public. We will also develop collateral materials and coordinate reviews to finalize.

City Council appearances – As outlined in the RFP, we will present data and recommendations before the City Council for a minimum of three meetings. We believe that these in-person appearances should be done after the first and second surveys are conducted, as well as a final one prior to the City making their final decision on the measure.

City briefings – In adherence to the outreach requirements of the RFP, our team is prepared to provide regular updates to the City through a series of briefings. During these briefings, our team will provide status updates on the polling process and identify next steps in the ongoing outreach process.



Social media campaigns – We have developed award-winning digital campaigns that help communicate various initiatives to the public. Using our expertise in copywriting, we will create engaging content for all the City’s social media platforms that reflect its unique tone of voice and brand. Further, the team can create digital engagement opportunities such as live broadcasts, social media Q&As, interactive stories, and more to help people ask questions and share input. If desired, social media campaigns can be geotargeted to reach specific demographics.

Organic digital content – Our team will develop original digital content, including the copy and the graphics, to support outreach conducted via social media and websites platforms, advertisements and email campaigns. While the artistic direction for this content will be driven by the City’s branding and finalized based on discussions with the City, the content could include, but is not limited to, original animated characters representing Brawley’s diverse population, local landmarks and lookalike audiences.

Media buy – To increase visibility, we will coordinate out-of-home educational campaigns to raise awareness of the measure and our polling efforts. Advertisements can include informative displays on over-the-top (OTT or streaming services) platforms and more, should the budget allow. These will be strategically placed to ensure widespread visibility from target audiences.

Email marketing campaign – Southwest Strategies will develop regularly scheduled eblasts to send to our stakeholders to send informational graphics, messaging and more to our audience. We will also draft and schedule eblasts to be sent as a promotional tactic to solicit feedback from the surveys.

Evaluation

Survey result analysis – We will process and analyze the results from the two surveys in a prompt manner to ensure that our team is maintaining the time constraints agreed upon by the City for this process. In short order, while still achieving a high-caliber level of work, our team will craft a report for each survey that displays the results in a way that is easy to understand for all audiences and eye-catching to keep the groups we are presenting this data to, such as City Council, engaged and intrigued by the data visualization. We will take the survey results and make an informed recommendation supported by identified voter patterns.



Provide updates to the comprehensive outreach and engagement plan – Following the results of the surveys and the public outreach period, our team will revisit the comprehensive outreach and engagement plan we will have developed in early 2024 that utilizes survey findings to hone the next steps of the engagement strategy, ensuring that we are implementing educational tactics that best suit the public’s needs.

Metrics report and summary – Once all public outreach and engagement is complete, we will develop a comprehensive metrics report to ensure that we have met outreach goals, identifying areas of success and improvements, and documenting all outreach efforts. These reports will cover all outreach statistics, from social media metrics, number of survey responses, and more. The reports would also allow Southwest Strategies and the City to review and adapt our outreach efforts to measure our success, and ensure resources are being used efficiently and responsibly.



Proposed Timeline

To accomplish the above-mentioned tactics and logistics as outlined in the scope of work, the following table illustrates anticipated milestones and key deliverables. This timeline will serve as a fluid resource and can be updated as changes arise.

Month	Milestones and Key Deliverables
March	<ul style="list-style-type: none"> • Hold planning session • Develop comprehensive outreach and engagement plan • Develop messaging platform • Develop and finalize baseline survey • Begin baseline survey outreach • Launch survey
April	<ul style="list-style-type: none"> • Continue survey outreach • Launch educational engagement campaign • Hold community workshops and attend community events • Hold public meeting • Close survey
May	<ul style="list-style-type: none"> • Analyze results • Determine feasibility of bringing the sales tax measure to the November 2024 ballot • Present data to City staff and City Council and provide educational outreach recommendations • Continue educational engagement campaign • Hold community workshops and attend community events • Work with the City to develop second survey • Launch second survey
June	<ul style="list-style-type: none"> • Continue educational campaign • Hold community workshops and attend community events • Hold public meeting • Close second survey
July	<ul style="list-style-type: none"> • Analyze results • Continue conducting public outreach to engage and educate the public on the measure • Determine impact of the education and outreach through metrics reporting and survey results • Present data to City staff and City Council and provide educational outreach recommendations • Refine outreach and engagement plan, as needed

Should the City elect to move forward with the ballot measure, the following tactics will be employed as follows:

August	<ul style="list-style-type: none"> • Refine outreach and engagement plan, as needed • Continue conducting public outreach to engage and educate the public on the measure • Hold community workshops and attend community events • Distribute third-party toolkits and event-in-a-box strategy
September	<ul style="list-style-type: none"> • Continue conducting public outreach to engage and educate the public on the measure • Hold community workshops and attend community events
October	<ul style="list-style-type: none"> • Continue conducting public outreach to engage and educate the public on the measure • Hold community workshops and attend community events
November	<ul style="list-style-type: none"> • Continue conducting public outreach to engage and educate the public on the measure • Hold community workshops and attend community events • Hold public meeting • Election day • Public education and outreach concludes
December	<ul style="list-style-type: none"> • Evaluate success of outreach

Cost Proposal

See form PF-5 for detailed cost information.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 1 – PROPOSER'S GENERAL INFORMATION FORM
STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL

Date: February 9, 2024 Business Name: Southwest Strategies LLC

Tax Identification No.: 33-0900047 Contact Person Melissa Cameron

Address: 401 B Street, Suite 150 City: San Diego

Telephone: 858-541-7800 Email mcameron@swspr.com

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- Corporation
- Sole Proprietorship
- Partnership
- Limited Liability Company
- Other _____

1.2 If your firm is a corporation, answer the following:

1.2.1 Corporate ID Number _____

1.2.2 Owner / President's name: _____

1.2.3 Is your firm a publicly traded corporation?
 Yes No

1.3 In the past five years, has any governmental entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules or regulations?

- Yes
- No

If **Yes**, identify the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

1.4 Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

- Yes
- No

If **Yes**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 2 – REFERENCE FORM

Complete the references below for general information. For detailed project information about each project (i.e. marketing materials, pictures, correspondence, etc.), please include immediately following this form.

1. Name: Jack McGrory Phone Number: 858-353-0828

Address: 7855 Ivanhoe Ave, Suite #333 La Jolla, CA 92037

Contract Award Date: January 1, 2017 Contract End Date: December 31, 2019

Description of Services Provide:

Southwest Strategies developed an all-inclusive media campaign and media materials, facilitated media engagement, and coordinated over 20 press conferences over the course of the election cycle.
Our firm developed outreach campaign strategy.

2. Name: Linn Walsh Phone Number: 415-388-4863

Address: Mill Valley City Hall: 26 Corte Madera Avenue, Mill Valley, CA 94941

Contract Award Date: September 2023 Contract End Date: Ongoing

Description of Services Provide:

EMC Research developed and conducted a multi-modal survey of registered voters to assess attitudes towards city management, funding priorities and receptiveness to potential revenue measures.

3. Name: Ben Horton Phone Number: 760-425-7198

Address: P.O. Box 2136, Calexico, CA 92232

Contract Award Date: September 26, 2022 Contract End Date: November 8, 2022

Description of Services Provide:

Reliance PR coordinated strategic outreach for a successful \$130 million bond campaign, identified target audiences, developed campaign strategy, as well as budgeted, designed, and placed all advertisements.
The firm coordinated campaign presence at community events and presented at public meetings and city councils.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 2 – REFERENCE FORM

For detailed project information about each project (i.e. marketing materials, pictures, correspondence, etc.), please see pages 6–9.

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 4 – TABLE OF EXCEPTIONS


Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, proposed professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, selection number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Provision/Exception-Non conformance and/or Substitute Language

Pg.	Section #	Exception and Proposed Language
N/A	N/A	No exceptions

By Signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Brawley for state legislative lobbyist & advocacy services proposal

Dated this day 9 of February, 2024



 (Authorized Signature)

CEO

 (Title)

City of Brawley

RFP for Public Outreach Services aimed at Local Municipal Election Ballot Measure

PF: 5 – SCHEDULE OF FEES/COST PROPOSAL

Proposer will provide the following fees that will be used to complete the required services. This pricing will be in effect for the duration of the contract term.

COST PROPOSAL (PRIME)

5a.4

Project Name: City of Brawley Public Outreach Services for Municipal Ballot Measure

Prime Consultant Name: Southwest Strategies

Total Proposal Amount (Prime & Subs): \$354,565.00

DIRECT LABOR COSTS

Task No.		Hours	Hourly Rate	Total
1.0	Strategic Planning			
	Project Manager	18.00	\$ 215.00	\$ 3,870.00
	Strategy Manager	16.00	\$ 215.00	\$ 3,440.00
	Outreach Manager	12.00	\$ 200.00	\$ 2,400.00
	Communications Support	10.00	\$ 185.00	\$ 1,850.00
	Digital Support	5.00	\$ 145.00	\$ 725.00
	Outreach Support	10.00	\$ 115.00	\$ 1,150.00
	Event Support	5.00	\$ 98.00	\$ 490.00
		<u>76.00</u>		<u>\$13,925.00</u>
2.0	Research			
	Project Manager	18.00	\$ 215.00	\$ 3,870.00
	Strategy Manager	15.00	\$ 215.00	\$ 3,225.00
	Outreach Manager	5.00	\$ 200.00	\$ 1,000.00
	Communications Support	3.00	\$ 185.00	\$ 555.00
		<u>41.00</u>		<u>\$8,650.00</u>
3.0	Messaging and Materials Development			
	Project Manager	45.00	\$ 215.00	\$ 9,675.00
	Strategy Manager	40.00	\$ 215.00	\$ 8,600.00
	Outreach Manager	30.00	\$ 200.00	\$ 6,000.00
	Communications Support	40.00	\$ 185.00	\$ 7,400.00
	Digital Support	15.00	\$ 145.00	\$ 2,175.00
	Outreach Support	20.00	\$ 115.00	\$ 2,300.00
	Event Support	15.00	\$ 98.00	\$ 1,470.00
	Graphic Designer	55.00	\$ 145.00	\$ 7,975.00
		<u>260.00</u>		<u>\$45,595.00</u>
4.0	Public Meetings			
	Project Manager	55.00	\$ 215.00	\$ 11,825.00
	Strategy Manager	25.00	\$ 215.00	\$ 5,375.00
	Outreach Manager	45.00	\$ 200.00	\$ 9,000.00
	Communications Support	25.00	\$ 185.00	\$ 4,625.00
	Digital Support	20.00	\$ 145.00	\$ 2,900.00
	Outreach Support	55.00	\$ 115.00	\$ 6,325.00
	Event Support	75.00	\$ 98.00	\$ 7,350.00
	Graphic Designer	25.00	\$ 145.00	\$ 3,625.00
		<u>325.00</u>		<u>\$51,025.00</u>
5.0	Public Outreach			
	Project Manager	35.00	\$ 215.00	\$ 7,525.00
	Strategy Manager	15.00	\$ 215.00	\$ 3,225.00
	Outreach Manager	55.00	\$ 200.00	\$ 11,000.00
	Communications Support	35.00	\$ 185.00	\$ 6,475.00
	Digital Support	10.00	\$ 145.00	\$ 1,450.00
	Outreach Support	65.00	\$ 115.00	\$ 7,475.00
	Event Support	25.00	\$ 98.00	\$ 2,450.00
	Graphic Designer	20.00	\$ 145.00	\$ 2,900.00
		<u>260.00</u>		<u>\$42,500.00</u>

6.0 Digital Development and Outreach

Project Manager	25.00	\$	215.00	\$	5,375.00
Strategy Manager	15.00	\$	215.00	\$	3,225.00
Digital Support	62.00	\$	145.00	\$	8,990.00
Outreach Support	25.00	\$	115.00	\$	2,875.00

127.00 \$20,465.00

7.0 Reporting and Analysis

Project Manager	20.00	\$	215.00	\$	4,300.00
Strategy Manager	10.00	\$	215.00	\$	2,150.00
Outreach Manager	15.00	\$	200.00	\$	3,000.00
Digital Support	20.00	\$	145.00	\$	2,900.00
Outreach Support	15.00	\$	115.00	\$	1,725.00

80.00 \$14,075.00

1169.00 \$196,235.00
TOTAL DIRECT LABOR COSTS \$196,235.00

OTHER DIRECT COSTS (ODCs)

Item No.	Description of Item	Quantity	Unit Cost	Total
1	Collateral Printing		\$ 4,500.00	\$ 4,500.00
2	Mileage	1500.00	\$ 0.67	\$ 1,005.00
3	Public Meetings/Events	5.00	\$ 6,500.00	\$ 32,500.00
4	Video and Digital Costs/Advertising		\$ 12,000.00	\$ 12,000.00
5	Translation Services		\$ 1,200.00	\$ 1,200.00

TOTAL ODCs \$ 51,205.00

COST PROPOSAL (Subconsultant)

Project Name: City of Brawley Public Outreach Services for Municipal Ballot Measure
 Subconsultant Name: Reliance Public Relations
 Total Proposal Amount: \$23,125.00

DIRECT LABOR COSTS

Task No.		Hours	Hourly Rate	Total
1.0	Strategic Planning			
	Local Outreach Lead	4.00	\$ 125.00	\$ 500.00
	Community Liaison	4.00	\$ 125.00	\$ 500.00
		<u>8.00</u>		<u>\$ 1,000.00</u>
3.0	Messaging and Materials Development			
	Local Outreach Lead	3.00	\$ 125.00	\$ 375.00
	Community Liaison	2.00	\$ 125.00	\$ 250.00
		<u>5.00</u>		<u>\$625.00</u>
4.0	Public Meetings			
	Local Outreach Lead	45.00	\$ 125.00	\$ 5,625.00
	Community Liaison	55.00	\$ 125.00	\$ 6,875.00
		<u>100.00</u>		<u>\$12,500.00</u>
5.0	Public Outreach			
	Local Outreach Lead	35.00	\$ 125.00	\$ 4,375.00
	Community Liaison	25.00	\$ 125.00	\$ 3,125.00
		<u>60.00</u>		<u>\$7,500.00</u>
7.0	Reporting and Analysis			
	Local Outreach Lead	12.00	\$ 125.00	\$ 1,500.00
		<u>12.00</u>		<u>\$1,500.00</u>
		185.00		\$23,125.00
	TOTAL DIRECT LABOR COSTS			\$23,125.00

COST PROPOSAL (Subconsultant)

Project Name: City of Brawley Public Outreach Services for Municipal Ballot Measure

Subconsultant Name: EMC Research

Total Proposal Amount: \$84,000.00

FIXED FEE COSTS

Task No.		Quantity	Unit Cost	Total
2.0	Research			
	Survey	2.00	\$ 42,000.00	\$ 84,000.00
		2.00		\$84,000.00
TOTAL FIXED FEE COSTS				\$84,000.00

City of Brawley



City Council
March 05, 2024
Agenda Item No 5b

STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: **Draft Ordinance Amending Chapter 18 of the Brawley Municipal Code (Noise)**

RECOMMENDATION:

Review and potentially pass for first reading draft ordinance designed to address concerns about noise issues in City limits.

BACKGROUND INFORMATION:

As Council is well aware residents of Ciudad Plaza have expressed concerns about noise generated by various businesses in the Downtown Specific Plan area. Additionally, the Police Department has expressed difficulty with dealing with noise complaints coming from residential districts within the City because the current ordinance does not provide objective standards re how much noise is too much noise in any particular zone of the City.

The draft ordinance presented for Council’s consideration at the last Council meeting. After much discussion various amendments were suggested. The amendments made are as follows:

- 1) Table 1 in Section 18.4 was revised. Due to lack of complaints and issues raised by the Planning Department during the last Council meeting, the row applicable to Commercial and Manufacturing Zones was eliminated from the table. If need arises in the future, the Code may be amended to address these zones.
- 2) Table 2 of Section 18.4 was revised. Noise limits were lowered from 85dB to 80dB and the time cutoff for the louder levels was dropped back to 8:00 pm, rather than 10:00 on Sunday through Thursday. The limits were lowered from 75 to 70 between the hours of 8:00 pm and 12:00 am, Sundays through Thursdays. For Fridays and Saturdays, The limits were lowered from 85 to 80 between the hours of 7:00 am to 11:00 pm, and they were lowered from 80 to 75 from 11:00 pm to 1:00 am.
- 3) Section 18.14 was revised to change 12 months, to six months, as the cutoff for multiple offenses.

FISCAL IMPACT:

None at the present time.

ALTERNATIVES:

The Council may wish to decline to pass the ordinance for first reading and direct staff to make revisions to the draft ordinance before it is passed for first reading.

ATTACHMENTS:

1. Revised Draft Ordinance.

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Jimmy Duran, Chief of Police

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/28/2024

Approved - 2/28/2024

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AMENDING CHAPTER 18 OF THE BRAWLEY MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA,
ORDAINS AS FOLLOWS:

1. Findings:

The City Council finds as follows:

a. The City's noise ordinance, Chapter 18 of the Brawley Municipal Code is outdated and does not adequately address the needs of the City's residents; and

b. City staff has conducted an extensive study of noise conditions with the City limits; and

c. Council now has sufficient information to adopt a meaningful amendment to the City's noise ordinance

2. Amendment of Municipal Code:

Chapter 18 of the Brawley Municipal Code is hereby amended to read as follows:

Sec. 18.1. - Purpose:

Sec. 18.1.1. - Inadequately controlled noise presents a growing danger to the health and welfare of the residents of the City;

Sec. 18.1.2. - The making and creating of disturbing, excessive, offensive or unusually loud noises within the jurisdictional limits of the City is a condition which has persisted and the level and frequency of occurrence of such noises continue to increase;

Sec. 18.1.3. - The making, creation or continuance of such excessive noises which are prolonged or unusual in their time, place and use effect and are a detriment to the public health, comfort, convenience, safety, welfare, and prosperity of the residents of the City;

Sec. 18.1.4. - Every person is entitled to an environment in which the noise is not detrimental to his or her life, health, and enjoyment of property; and

Sec. 18.1.5. - The necessity in the public interest for the provisions and prohibitions hereinafter contained and enacted is declared to be a matter of legislative determination and public policy and it is further declared that the provisions and prohibitions hereinafter contained and enacted are in the pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare, prosperity, peace and quiet of the City of Brawley and its residents.

Sec. 18.2. - Definitions:

Whenever the following words and phrases are used in this chapter, unless otherwise defined herein, they shall have the meaning ascribed to them in this section:

Sec. 18.2.1. - *Ambient sound level* shall mean the composite noise from all sources near and far. In this context, the ambient noise level constitutes a normal or existing level of environmental noise at a given location and time.

Sec. 18.2.2. - *Average (equivalent) sound level (Leq or LEQ)* shall mean an average A-weighted sound level obtained by integrating and averaging during certain time periods. The average sound level contains the same total acoustical energy over the averaging time period as the actual time varying sound.

Sec. 18.2.3. - *A-weighted sound level* shall mean a sound level measured with utilization of the "A-weighting" frequency correction. This correction weights the contribution of sound of different frequencies so that the response of the average human ear is simulated. The A-weighted sound levels correspond well with people's judgements of the annoyance of noise.

Sec. 18.2.4. - *Commercial purpose, loud speaking amplifiers for advertising*, shall mean and include the use, operation or maintenance of any sound-amplifying equipment for the purpose of advertising any business, or any goods, or any services, or for the purpose of attracting the attention of the public to, or advertising for, or soliciting patronage or customers to or for any performance, show, entertainment, exhibition, or event, or for the purpose of demonstrating such sound equipment.

Sec. 18.2.5. - *Community noise equivalent level (CNEL)* shall mean a composite noise term derived from the summation of the hourly LEQ's over a twenty-four-hour time period with increasing weighting factors applied to the evening (7:00 p.m. to 10:00 p.m., + 5 dB) and the night (10:00 p.m. to 7:00 a.m., + 10 dB) time periods.

Sec. 18.2.6. - *Construction equipment* shall mean any tools, machinery or equipment used in connection with construction operations including all types of "special construction" equipment as defined in the pertinent sections of the California Vehicle Code when used in the construction process on any construction site, regardless of whether such construction site be located on-highway or off-highway.

Sec. 18.2.7. - *Decibel (dB)* shall mean a term used to identify ten (10) times the common logarithm to the base ten (10) of the ratio between two (2) quantities that are proportional to power or energy.

Sec. 18.2.8. - *Emergency work* shall mean work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger or damage or work by public or private utilities when restoring utility service.

Sec. 18.2.9. - *Maximum sound level (Lmax)* shall mean the maximum sound level in decibels during certain time periods.

Sec. 18.2.10. - *Motor vehicles* shall mean any and all self-propelled vehicles as defined in the California Vehicle Code and shall specifically include, but not be limited to, "mini-bikes" and "go-carts."

Sec. 18.2.11. - *Noise control officer* shall mean the person so designated by the City Manager of the City of Brawley or his/her duly authorized representative.

Sec. 18.2.12. - *Noise level* shall mean "sound level" and the terms may be used interchangeably herein.

Sec. 18.2.13. - *Noncommercial purpose, loud speaking amplifiers for advertising*, shall mean the use, operation, or maintenance of any sound equipment for other than a "commercial purpose." Noncommercial purpose shall mean and include, but shall not be limited to, philanthropic, political, patriotic, and charitable purposes.

Sec. 18.2.14. - *One-hour average (equivalent) sound level (Leq(h))* shall mean an average A-weighted sound level in decibel obtained by integrating an averaging during one-hour time periods.

Sec. 18.2.15. - *Person* shall mean a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private.

Sec. 18.2.16. - *Powered model vehicles* shall mean, but shall not be limited to airborne, waterborne, or land-borne vehicles such as model airplanes, model boats, and model vehicles of any type or size which are not designed for carrying persons or property and which can be propelled in any form other than manpower or wind power.

Sec. 18.2.17. - *Sound amplifying equipment* shall mean any machine or device, mobile or stationary used to amplify music, the human voice, or any sound.

Sec. 18.2.18. - *Sound level (noise level)* shall mean the frequency weighted sound pressure level in decibel obtained by the use of a sound level meter with a frequency weighting network as specified in the American National Standards Institute specifications for Sound Level Meters (ANSI SI.4-1971, or the latest revision thereof). If the frequency weighting employed is not indicated, the A-weighting is implied.

Sec. 18.2.19. - *Sound level meter* shall mean an instrument for the measurement of sound which includes a microphone, an amplifier, a readout, and time-averaging and frequency-weighting networks. The sound level meter shall meet or exceed the requirements pertinent for type S2A meters in the American National Standards Institute specifications for Sound Level Meters (ANSI SI.4-1971, or the latest revision thereof).

Sec. 18.2.20. - *Sound pressure level (in decibel)* shall mean twenty (20) times the common logarithm to the base (10) of the ratio of a sound pressure in micropascals to the reference sound pressure of twenty (20) micropascals.

Sec. 18.2.21. - *Sound truck* shall mean any motor vehicle or other vehicle regardless of motive power whether in motion or stationery having mounted thereon, built-in, or attached thereto any sound-amplifying equipment other than a car radio or television.

Sec. 18.2.22. - *Disturbing, excessive or offensive noise* shall mean:

(a) Any sound or noise which constitutes a nuisance involving discomfort or annoyance to persons of normal sensitivity residing in the area.

(b) Any sound or noise exceeding criteria standards, or levels as set forth in this chapter.

Sec. 18.3. - Sound level measurement.

Sec. 18.3.1. - Any sound or noise level measurement made pursuant to the provisions of this chapter shall be measured with a sound level meter using the A-weighting and "slow" response pursuant to applicable manufacturer's instructions.

Sec. 18.3.2. - The sound level meter shall be appropriately calibrated and adjusted as necessary by means of an acoustical calibrator of the coupler- type to assure meter accuracy within the tolerances set forth in American National Standards ANSI.S1.4-1971.

Sec. 18.3.3. - For outside measurements, the microphone shall be not less than four (4) feet above the ground, at least four (4) feet distance from walls or other large reflecting surfaces, and shall be protected from the effects of wind noise by the appropriate wind screens. In cases when the microphone must be located within ten (10) feet of walls or similar large reflecting surfaces, the actual measured distance and orientation of sources, microphone and reflecting surfaces shall be noted and recorded.

Noise measurements made in response to noise complaints shall be made on the sidewalk, or the street, immediately adjacent to the premises that are the subject of the complaint.

Sec. 18.3.4. - For inside measurements, the microphone shall be at least three (3) feet distance from any wall, ceiling or partition. The average of the noise measurements taken at least three (3) microphone positions throughout the room shall be determined. During the tests the windows shall be in the normal seasonal configuration.

Sec. 18.4. - Sound Level Limits.

Unless a variance has been applied for and granted pursuant to this chapter, it shall be unlawful for any person to cause or allow the creation of any noise to the extent that the one-hour average sound level, at any point on or beyond the boundaries of the property on which the sound is produced, exceeds the applicable limits set forth in Tables 1 and 2 below, except that construction noise level limits shall be governed by section 18.7. of this chapter.

TABLE 1
Exterior Noise Limits

Zone	Time of Day	One-Hour Average Sound Level, dB
Single Family Residential Zones*	7:00 am to 10:00 pm	45
	10:00 to 7:00 am	40
Residential Medium Density Zone**	7:00 am to 10:00 pm	50
	10:00 to 7:00 am	40

* Includes R-A, R-E, and R-1

** Includes R-2, R-3, MHP, and C-1

TABLE 2
Exterior Noise Limits
Downtown Specific Plan Zone

Day of the Week	Time of Day	One-Hour Average Sound Level, dB
Sunday through Thursday	7:00 am to 8:00 pm	80
	8:00 pm to 12:00 am	70
	12:00 am to 7:00 am	65
Friday and Saturday	7:00 am to 11:00 pm	80
	11:00 pm to 1:00 am	75
	1:00 am to 7:00 am	65

The sound level limit at a location on a boundary between two (2) zoning districts is the arithmetic mean of the respective limits for the two (2) districts.

If the measured ambient sound level exceeds the applicable limit shown in Table 1, the allowable sound level shall be the ambient noise level minus 5 dB but not less than the sound level limit specified in Tables 1 or 2.

Fixed-location public utility distribution or transmission facilities located on or adjacent to a property line shall be subject to the noise level limits of this section, measured at or beyond six (6) feet from the boundary of the easement upon which the equipment is located.

Sec. 18.5. - Motor Vehicles.

Sec. 18.5.1. - *Repairs of motor vehicles.* It shall be unlawful for any person within the City to repair, rebuild, or test any motor vehicle in such a manner as to cause disturbing, excessive or offensive noises as defined in section 18.10.1.(k) of this chapter.

Sec. 18.5.2. - *On-highway.* Violations for exceeding applicable noise level limits as to persons operating motor vehicles on a public street or highway in the City shall be prosecuted under applicable California Vehicle Code provisions and under Federal Regulation adopted pursuant to 42 U.S.C. 4905(a)(1)(A), (B), and (C)(ii), (iii) for which enforcement responsibility is delegated to local governmental agencies.

Sec. 18.5.3. - *Off-Highway.* Except as otherwise provided for in this chapter, it shall be unlawful to operate any motor vehicle of any type on any site other than on a public street or highway as defined in the California Vehicle Code in a manner so as to cause noise in excess of those noise levels permitted for on-highway motor vehicles as specified in the table "35 miles per hour or less speed limits" contained in Section 23130 of the California Vehicle Code.

Sec. 18.5.4. - *Emergency vehicles.* Nothing in this section shall apply to authorized emergency vehicles when being used in emergency situations.

Sec. 18.5.5. - *Urban Transit Buses.* Buses as defined in the California Vehicle Code shall at all times comply with the requirements of this section.

Sec. 18.6. - Refuse Vehicles and Parking Lot Sweepers.

No person shall operate, or permit to be operated, a refuse compacting, processing, or collection vehicle or parking lot sweeper between the hours of 7:00 p.m. and 6:00 a.m. in or adjoining to any residential area in the City unless a variance has been applied for and granted pursuant to this chapter.

Sec. 18.7. - Construction Equipment.

Except for emergency work, it shall be unlawful for any person to operate construction equipment at any construction site, except as outlined in subsections (a) and (b) below:

(a) It shall be unlawful for any person to operate construction equipment at any construction site on Sundays, and days appointed by the president, governor, or the City Council for a public holiday. Notwithstanding the above, a person may operate construction equipment on the above specified days between the hours of 10 a.m. and 5 p.m. in compliance with the requirements of subsection (b) of this section at his residence or for the purpose of constructing a residence for himself, provided such operation of construction equipment is not carried on for profit or livelihood. In addition, it shall be unlawful for any person to operate construction equipment at any construction site on Mondays through Saturdays except between the hours of 6 a.m. and 7 p.m.

(b) No such equipment, or combination of equipment regardless of age or date of acquisition, shall be operated so as to cause noise at a level in excess of seventy-five (75) decibels for more than eight (8) hours during any twenty-four (24) hour period when measured at or within the property lines of any property which is developed and used either in part or in whole for residential purposes.

In the event that lower noise limit standards are established for construction equipment pursuant to state or federal law, said lower limits shall be used as a basis for revising and amending the noise level limits specified in subsection (b) above.

Sec. 18.8. - Signal Device for Food Trucks.

No person shall operate or cause to have operated or used any sound signal device other than sound-amplification equipment attached to a motor vehicle wagon or manually propelled cart from which food or any other items are sold which emits a sound signal more frequently than once every ten (10) minutes in any one street block and with a duration of more than ten (10) seconds for any single emission. The sound level of this sound signal shall not exceed ninety (90) decibels at fifty (50) feet.

Sec. 18.9. - Multi-Family Dwelling Units.

Notwithstanding any other provisions of this chapter, it shall be unlawful for any person to create, maintain or cause to be maintained any sound within the interior of any multiple-family dwelling unit which causes the noise level to exceed those limits set forth in Table 3 in any other dwelling unit.

TABLE 3
Interior Noise Level Limits

Zone	Time of Day	Maximum Sound Level in dB	One-Hour Average Sound Level in dB
Multifamily Residential	7:00 am to 10:00 pm	55	45
	10:00 pm to 7:00 am	45	35

Sec. 18.10. - General Noise Regulations.

18.10.1. - *General prohibitions.* In the absence of objective measurement by use of a sound level meter, additionally it shall be unlawful for any person to make, continue, or cause to be made or continued, within the city limits, any disturbing, excessive or offensive noise which causes discomfort or annoyance to reasonable persons of normal sensitivity residing in the area.

The characteristics and conditions which should be considered in determining whether a violation of the provisions of this section exists, include, but are not limited to, the following:

- (a) The level of noise;
- (b) Whether the nature of the noise is usual or unusual;
- (c) Whether the origin of the noise is natural or unnatural;
- (d) The level of the background noise;
- (e) The proximity of the noise to sleeping facilities;
- (f) The nature and zoning of the area within which the noise emanates;
- (g) The density of the inhabitation of the area within which the noise emanates;

- (h) The time of the day or night the noise occurs;
- (i) The duration of the noise;
- (j) Whether the noise is recurrent, intermittent, or constant; and
- (k) Whether the noise is produced by a commercial or noncommercial activity.

18.10.2. - *Disturbing, excessive or offensive noises.* The following acts, among others, are declared to be disturbing, excessive and offensive noises in violation of this section, but said enumeration shall not be deemed to be exclusive, namely:

(a) Horns, signaling devices, etc. Violations for disturbing, excessive or offensive noises associated with the use or operation of horns, signaling devices, etc., on automobiles, motorcycles, or any other vehicle, except as provided in section 18.5.3., shall be prosecuted under applicable provisions of the California Vehicle Code.

(b) Radios, television sets, musical instruments, and similar devices.

1. Except in the Downtown Specific Plan Zone, the use, operation, or permitting to be played, used or operated, any television set, radio, musical instrument or other device for amplification, production or reproduction of sound in such a manner as to disturb the peace, quiet, and comfort of neighboring residents or persons of normal sensitivity residing in the area; or in a manner to exceed those levels set forth in section 18.4., Table 1 when measured at a distance of twenty-five (25) feet from such a device operating in a public right-of-way or public space, except that subject to permit issued by the City of Brawley parks and recreation department specifying time, location, and other conditions, amplified sound may be permitted within City parks provided that said sound does not exceed a level of 90 decibel fifty (50) feet from the source, or exceed those limits set forth in section 18.4., Table 2, at the park boundary. This provision will be enforced by the director, parks and recreation department, or his/her duly authorized representative.

2. Prima facie violations - section 18.10.2. (1). The operation of any device for the amplification, production or reproduction of sound in such a manner that the sound is plainly audible at a distance of fifty (50) feet from the source or the building structure, or vehicle in which it is located, shall be prima facie evidence of a violation of this section.

3. In the Downtown Specific Plan Zone, the use, operation, or permitting to be played, used or operated, any television set, radio, musical instrument or other device for amplification, production or reproduction of sound in such a manner as to exceed those levels set forth in section 18.4., Table 2.

(c) Air-conditioning, refrigeration, heating, pumping, filtering equipment.

1. Uses restricted. The use, operation or permitting to be operated any air-conditioning, refrigeration, or heating equipment for any residence or other structure or the use, operation, or permitting to be operated any pumping, filtering or heating equipment for any pool or reservoir in such a manner as to disturb the peace, quiet, and comfort of neighboring residents or persons of normal sensitivity residing in the area.

2. Prima facie violations. The operation of any air-conditioning, refrigeration, heating, pumping, or filtering equipment in such a manner as to create any noise that would cause the noise level on the premises of any other occupied property to exceed the ambient noise level by more than five (5) decibels, shall be prima facie evidence of a violation of this section.

3. Exemptions. This section shall not be applicable to emergency work, as determined by section 18.2.8. of this chapter, or to periodic maintenance or testing of such equipment in good working order.

(d) Loud speaking amplifiers for advertising. The use, operation, or the permitting to be played, used or operated of any sound production or reproduction device or machine including but not limited to radio receiving sets, phonographs, musical instrument, loudspeakers, and sound amplifiers, for commercial or business advertising purposes in, upon, over, or across any

street, alley, sidewalk, park, or public property in such a manner as to violate the provisions of this chapter is prohibited. This provision shall not be applicable to sound amplifying equipment mounted on any sound truck or vehicle for commercial or noncommercial purposes where the owner or operator complies with the following requirements:

1. The only sounds permitted are music or human speech.
2. Operations are permitted between the hours of 8:00 a.m. and 9:00 p.m. or after 9:00 p.m. during public events and affairs of interest to the general public.
3. Sound-amplifying equipment shall not be operated unless the sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour, except when said truck is stopped or impeded by traffic. Where stopped by traffic the said sound-amplifying equipment shall not be operated for longer than one minute at each stop.
4. Sound shall not be issued within one hundred (100) yards of hospitals, schools, churches, or courthouses.
5. The volume of sound shall be controlled so that said volume is not raucous, jarring, disturbing, or a nuisance to persons within the area of audibility and so that the volume of sound shall not exceed a sound level of sixty-five (65) decibels (on the "A" scale) at a distance of fifty-feet from the sound-amplifying equipment as measured by a sound level meter which meets the American National Standard ANSI-S1. 4-1971 or the latest revision thereof.
6. No sound-amplifying equipment shall be operated unless the axis of the center of any sound-reproducing equipment used shall be parallel to the direction of travel of the sound truck; provided, however, that any sound-reproducing equipment may be so placed upon said sound truck as to not vary more than fifteen (15) degrees either side of the axis of the center of the direction of travel.
7. No sound truck with its amplifying device in operation shall be driven on the same street past the same point more than twice in a period of one hour.

(e) Yelling, shouting, etc. Disturbing or raucous yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 10 p.m. and 8 a.m. or at any time or place so as to annoy or disturb the quiet, comfort, or repose of neighboring residents or persons of normal sensitivity within the area for whatever reason, is prohibited.

(f) Hawkers and peddlers. The shouting or crying out of any peddlers, hawkers, and vendors which disturbs the peace and quiet of a neighborhood or persons of normal sensitivity is prohibited. This provision shall not be construed to prohibit the selling by outcry of merchandise, food and beverages at sporting events, parades, fairs, celebrations, festivals, circuses, carnivals and other similar special events for public entertainment.

(g) Drums, other instruments. The use of any drum or other instrument or device of any kind for the purpose of attracting attention by the creation of noise within the City is prohibited. This provision shall not apply to any person who is a participant in a school band or legally authorized parade or who has been otherwise duly authorized by the City to engage in such conduct.

(h) Animals. The keeping or maintenance, or the permitting to be kept or maintained upon any premises owned, occupied, or controlled by any person or any animal which by any frequent or long continued noise shall cause annoyance or discomfort to persons of normal sensitivity in the vicinity; provided, however, that nothing contained herein shall be construed to apply to occasional noises emanating from legally operated dog and cat hospitals, humane societies, pounds, farm and/or agricultural facilities, or areas where keeping of animals are permitted. The written affirmation by two persons having separate residences that violation of this section disturbs the peace and quiet of said persons shall be prima facie evidence of a violation of this section.

(i) Schools, courts, churches, hospitals. The creation of any noise on any street, sidewalk, or public place adjacent to any school, institution of learning (except recreational areas of schools), church, court or library, while the same are in use; or adjacent to a hospital, rest home, or long-term medical or mental-care facility which noise interferes with the workings of such institution or which disturbs or annoys patients in the hospital, rest home, or long-term medical or mental-care

facility, provided conspicuous signs are displayed in such streets, sidewalks, or public places indicating the presence of a school, institution of learning, church, court, library, rest home or long-term medical or mental-care facility, is prohibited.

(j) Steam whistles. The operation, use or causing to be operated or used of any steam whistle attached to any stationary boiler is prohibited except to give notice of the time to start or stop work or as a sound signal of imminent danger.

(k) Engines and motor vehicles. Any disturbing or raucous noises caused off streets or highways by racing or accelerating the engine of any motor vehicle while moving or not moving, by the willful backfiring of any engine and exhaust from the engine tailpipe or muffler, or from the screeching of tires, is prohibited.

Sec. 18.11. - Burglar Alarms.

Any building burglar alarm must have an automatic cutoff, capable of terminating its operation within fifteen (15) minutes of the time it is activated. Notwithstanding the requirements of this provision, any member of the police department of the City shall have the right to take such steps as may be reasonable and necessary to disconnect any such alarm during the period of its activation.

No owner of a motor vehicle shall have in operation an audible burglar alarm therein unless such burglar alarm shall be capable of terminating its operation within fifteen (15) minutes of the time it is activated. Notwithstanding the requirements of this provision, any member of the police department of the City shall have the right to take such steps as may be reasonable and necessary to disconnect any such alarm installed on a motor vehicle at any time during the period of its activation.

Sec. 18.12. - Exemptions.

(a) *Emergency work.* The provisions of this chapter shall not apply to any emergency work as defined herein, provided that any vehicle, device, apparatus, or equipment used, related to or connected with emergency work is designed, modified, or equipped to reduce sounds produced to the lowest possible level consistent with effective operation of such vehicle, device, apparatus, or equipment.

(b) *Sporting, entertainment, public events.* The provisions of this chapter shall not apply to:

(1) Those reasonable sounds emanating from authorized school bands, school athletic and school entertainment events.

(2) Those reasonable sounds emanating from a sporting, entertainment, or public event.

(c) *Federal or state preempted activities.* The provisions of this chapter shall not apply to any activity to the extent regulation thereof has been preempted by state or federal law.

(d) *Minor maintenance to residential property.* The provisions of section 18.7. shall not apply to noise sources associated with minor maintenance to property used either in part or in whole for residential purposes provided said activities take place between the hours of 7 a.m. and 8 p.m. on any day except Sunday, or between the hours of 10 a.m. and 8 p.m. on Sunday.

Sec. 18.13. - Violations - Infractions.

Any person violating any of the provisions of this chapter shall be deemed guilty of an infraction. Before citing any person committing a violation of this chapter, who has not been cited or warned within the preceding 12 months, the responding officer shall issue a written warning to the violator.

Sec. 18.14. - Penalties.

Any person cited for a violation of this Chapter shall be liable for an administrative penalty as follows:

(a) For a first offense committed in any single six-month period, an administrative fine of \$500.00;

(b) For a second offense committed in any single six-month period, an administrative fine of \$1,000.00; and

(c) For a third offense committed in any single six-month period, an administrative fine of \$1,500.00.

Sec. 18.15. - Host's Liability.

(a) No host shall allow any person to violate a provision of this Chapter on the host's private property.

(b) The provisions this section shall not apply to a host who initiates contact with law enforcement to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement to complain about the violation of this chapter.

(c) No host shall aid or abet another person's violation of a provision of this chapter in a public right of way adjacent to the host's private property. A host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

(d) A host that violates this Section 18.15 shall be liable for the same penalties set forth in Section 18.14.

Sec. 18.16. - Additional Remedies: Injunctions.

As an additional remedy the operation or maintenance of any device, instrument, vehicle, machinery, or other item in violation of any provision of this chapter for which operation or maintenance causes discomfort or annoyance to persons of normal sensitivity or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed and is declared to be a public nuisance and shall be subject to summary abatement in order to preserve or protect the public health, safety or welfare, or abatement by a restraining order or injunction issued by a court of competent jurisdiction.

Sec. 18.17. - Variances.

The noise control officer shall evaluate all applications for variances from the requirements of this chapter and may grant said variances with respect to time for compliance, subject to such terms, conditions, and requirements as he/she may deem reasonable to achieving compliance with the provisions of this chapter. Each such variance shall set forth in detail the approved method of achieving compliance and a time schedule for its accomplishment. If in the judgement of the noise control officer the time for compliance cannot be reasonably determined, a variance to cause the noise may be issued for a specified

period of time, subject to revocation or modification after review by the noise control officer at interim times to be designated by the noise control officer in the variance. In determining the reasonableness of the terms of any proposed variance, said noise control officer shall consider the magnitude of nuisance caused by the offensive noise, the uses of property within the area of impingement by the noise, operations carried on under existing nonconforming rights or conditional use permits or zone variances, the time factors related to study, design, financing and construction of remedial work, the economic factors related to age and useful life of the equipment and general public interest and welfare.

Sec. 18.18. - Applications for Permits and Variances.

Every applicant for a permit or variance required by this chapter shall file with the noise control officer a written application on a form prescribed by said office. The application shall state the name and address of the applicant, the nature of the noise source involved, and such other information as the noise control officer may require.

Sec. 18.19. - Application Fees.

Every applicant, except any state or local governmental agency or public district, shall pay a fee of twenty-five dollars (\$25.00) for each application for variances.

Sec. 18.20. - Extension Fees.

If a permit or variance is to be extended beyond the original use termination on date of permit or variance, the extension fee shall be twenty-five dollars (\$25.00).

Sec. 18.21. - Actions on Applications.

The noise control officer shall act, within thirty (30) days, if possible, on an application for a permit or variance and shall notify the applicant in writing by mail or in person of the action taken, namely, approval, conditional approval, or denial. Notice of the action taken shall be deemed to have been given when the written notification has been deposited in the mail, postpaid, addressed to the address shown on the application, or when personally delivered to the applicant or his/her representative. Before acting on an application for a variance or permit, the noise control officer may require the applicant to furnish further information or further plans or

specifications. Failure of the applicant to provide such further information or further plans or specifications to the noise control officer within ten (10) days after notice of such request is made shall be grounds for denial of the permit or variance.

In the event of denial of an application for a permit or variance, the noise control officer shall notify the applicant in writing of the reason therefor. Service of this notification may be made in person or by mail, and such service may be proved by the written acknowledgement of the persons served or affidavit of the person making the service. The noise control officer shall not accept a further application unless the applicant has complied with the objections specified by the noise control officer as his/her reasons for denial.

Sec. 18.22. - Appeals.

Within ten (10) days after notice, by the noise control officer, of denial or conditional approval of a variance of a permit or within ten (10) days after the effective date of the revocation of a permit or variance by the noise control officer, the affected person may petition the City Council, in writing, for a public hearing. After the filing of a petition, the City Council, after notice and a public hearing, may sustain, reverse or modify the action of the noise control officer; such order may be made subject to specified conditions.

Sec. 18.23. - Filing Fee.

Request for hearing shall be initiated by the filing of a letter of appeal with the City Clerk and the payment of a fee of twenty-five dollars (\$25.00).

Sec. 18.24. - Contents of Petition.

A letter of appeal to review a denial, conditional approval or revocation of a permit or variance shall include a copy of the permit or variance application, and a copy of the noise control officer's action setting forth the reasons for the denial or the conditions of the approval, and the reasons for appeal.

Sec. 18.25. - Severability.

If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter

which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are hereby declared to be severable.

3. Effective Date:

This ordinance shall be effective thirty (30) days after its adoption and the City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in the Imperial Valley Press, a newspaper of general circulation printed in Imperial County and circulated in the City of Brawley.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the ____ day of _____, 2024.

CITY OF BRAWLEY, CALIFORNIA

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

1st Reading

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the ____ day of _____, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia Deputy City Clerk

2nd Reading & Adoption

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at regular meeting held on the __ day of _____, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council
 March 05, 2024
 Agenda Item No 5c



STAFF REPORT

To: City Council
From: Thomas Garcia, Assistant to the City Manager
Prepared by: Thomas Garcia, Assistant to the City Manager
Subject: **Dutton Consulting contract amendment and extension.**

RECOMMENDATION:

Approve Professional Services Agreement Amendment No. 1 with Dutton Consulting for the continued Professional Consulting Services to proposed Rancho Los Lagos development activities and anticipated LAFCO hearing in early 2025; and authorize City Manager to execute this agreement.

BACKGROUND INFORMATION:

Brawley City Council previously approved the Professional Services Agreement with Dutton Consulting associated with assisting City in management, review, and processing of the proposed Rancho Los Lagos development.

The Rancho Los Lagos development project is a proposed annexation of approximately 1,076 acres into the City of Brawley. The project location is the current unincorporated area between Hwy 86 and Dogwood Road, from Schartz Road on the south, to Meads Road on the north. The development would consist of 3,850 dwellings, public parks, commercial use area and potential golf course.

Dutton Consulting has extensive experience in civil engineering, public works management, program development/planning/coordination and various other significant skill sets suited for the City's needs. This includes assistance with LAFCO annexation processes, review of draft Specific Plan and all EIR technical studies. It should be noted that the City of Brawley current staffing level and workloads would hinder the City's ability to coordinate and manage a project of this size, while continuing to provide normal day to day services. Contracting these services would ensure efficient progress of the project while assisting the City Manager in oversight of the City of Brawley's interests in relation to the project.

FISCAL IMPACT:

All costs associated with this Agreement shall be paid to the City in the form of an advanced deposit from the Developer. The City shall not advance any payments to the Consultant for services rendered without available deposited funds. In addition to the contract agreement of \$69,385.00; the City shall be reimbursed from the Developer for the administration of this Agreement at a rate of 10% (\$6,938.00) for a total not to exceed deposit amount of \$76,323.50 GL Account 101-000.000-205.292.

ALTERNATIVES:

The Council may suggest the use of a different consultant; however, this would delay the process. The Council may also choose to not consider the potential annexation of Rancho Los Lagos at this time and not approve this Agreement.

ATTACHMENTS:

- 1. Agreement

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Interim Finance Director

Tyler Salcido, City Manager

Status – Date of Status

Approved - 2/28/2024

Approved - 2/28/2024

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT WITH
DUTTON CONSULTING**

For

Special Project Services to City of Brawley, Rancho Los Lagos Specific Plan

DATE: March 5, 2025

The Parties to this Amendment No. 1 to the Contract are the City of Brawley (City) and Dutton Consulting (Consultant).

RECITALS

As part of the original Scope of Work, Consultant is to provide Services associated with assisting City in management, review, and processing of the proposed Rancho Los Lagos development for potential annexation.

Amendment No. 1 consists of continued Professional Consulting Services to include activities anticipated through the LAFCO hearing in early 2025.

THE PARTIES AGREE:

- 1.0 The Scope of Works is revised as outlined in the Dutton Consulting proposal dated January 11, 2024 (Exhibit 1).
- 2.0 The consultant shall perform the job associated with the scope outlined in said proposal in the additional amount not exceed \$69,385.00 for this Amendment. The consultant shall inform the City of Brawley prior to the expiration of this amount and not proceed with further plan work until authorized by the City of Brawley.
- 3.0 The original contract is extended until February 4, 2025.
- 4.0 All other terms, conditions and stipulations contained in the original Contract shall remain in effect.

DATED: March 5, 2025

CITY OF BRAWLEY

By: _____
Tyler Salcido, City Manager

Dutton Consulting

By: _____
Grady D. Dutton, Consultant

ATTESTS:

By: _____
Thomas Garcia, Deputy City Clerk

DUTTON CONSULTING

Grady D. Dutton, RCE 32974

Program, Project, and Development Management – Civil Engineering – Public Works
PO Box 289 ~ Mammoth Lakes, CA 93546 ~ (619) 992-8302 ~ gdexterd@gmail.com

January 11, 2024

BY Email TSalcido@brawley-ca.gov

City of Brawley
383 Main Street
Office of the City Manager
Brawley, CA 92227

Attention: Tyler Salcido
City Manager

Subject: Proposal for Additional Compensation, As-Needed On-Call Services for
City of Brawley, Rancho Los Lagos Specific Plan/Annexation

Tyler,

Thank you for the opportunity to provide this Proposal in support of the City's efforts on Rancho Los Lagos. It is my understanding the City of Brawley (City) continues to need the types of services provided through 2023 to assist City staff in management, review, and processing of the proposed Rancho Los Lagos Specific Plan. A review of services provided to date will demonstrate I have the required skill set to continue to assist your office as you see fit. It is my understanding the City has a need for specialized services that require a range of experience and skills. I can assure you I am prepared to take on whatever tasks you may encounter.

Scope of Services:

The following list of services is based my understanding of the project to date, including activities anticipated through the LAFCO hearing in early 2025. The list is necessarily broad, as services requested may vary over time. As we move forward, I am committed to clear communication with your office to ensure the services provided meet your needs.

- Detailed Review of Specific Plan and Resubmittals
- Review of Tentative Tract Map, Service Area Plan, Updated Traffic Study, and Environmental Documentation
- Assistance in preparation of Conditions of Approval, Staff Reports, and other documentation
- Review and comment on proposed Development Agreement
- Monthly Coordination for Overall Project
- Work with City Departments as needed to ensure appropriate reviews are completed and that any comments I may have are consistent with City requirements.
- Assist the City as requested with the LAFCO Annexation process.
- Review and comment on other project documents as requested or as needed.
- Program Management duties may include but not be limited to:
 - Preparation of action items/notes/agendas for team meetings.
 - Management of meeting invitations.
 - Tracking of key progress items and action items, including commitments by team members.

- Management of the overall Milestone Schedule to include those items included in the preliminary developer's schedule and other items that may be in the City's area of responsibility.
- Other tasks as requested in coordination with project team.
- Attendance at project meetings
 - It is anticipated the majority of the regularly scheduled project meetings will be virtual.
 - I expect to be in Imperial Valley at least monthly and will strive to coordinate meetings to be in person when possible. With some advance notice, I will also arrange to meet in Brawley as needed at the request of City staff
 - I will also ensure I am available to attend public meetings in person as requested such as Planning Commission, City Council, LAFCO or meetings with the other agencies such as the County, IID, or the Railroad.
- Other services as requested. Documentation of such requests can be verbal or by email. I will document the requests when feasible with an email summary.

Hourly, Time and Materials:

In the Proposal dated January 6, 2023, a projection was included that anticipated services to be provided through December 31, 2023. That projection showed a guesstimate of 406 hours through December 31, 2023, with a total projected compensation of \$75,110. Through December 31, 2023, the actual amount is less, \$60,495.00. The City has reviewed and approved expenditures monthly, enabling close coordination and careful monitoring of the agreement and services provided.

Our current milestone schedule includes a LAFCO hearing date in January 2025. As we have discussed, it is not possible to clearly define the hourly needs. As an example, monthly billings have varied from just over \$1,000 to as much as \$9,600 based on activity. With an 'average' amount of \$4,600 for the past ten months, it is recommended a monthly amount of \$6,000 be used to project the needed agreement modification. Anticipated assistance needed will vary, but will include the tasks listed above.

Hourly rates have not changed from the previous agreement.

<u>Title/Description</u>	<u>Hourly Rate</u>
Principal	\$195.00
Program Management	\$185.00
Project Management	\$175.00
Construction Management	\$165.00

Reimbursables:

I do not expect to have significant reimbursables unless the City has a specific request. An example might be, however, an unscheduled request to travel to Brawley for on site reviews or meetings. We can work together to keep the costs to a minimum. I will not charge for anywhere near the actual travel time and will make efforts to utilize much of the travel time to conduct business by hands-free phone meetings. We can certainly discuss any details regarding fees, time charged, or reimbursables at any time.

Outside Services:

From time to time, the City may request that I engage others to accomplish a task. A subconsultant for a specific engineering investigation might be an example. If these types of needs are identified, I recommend we would first come to agreement on the scope and cost for an item. I will charge time to manage that effort and, when billed, will pass the cost through on my next invoice with no additional markup.

Time commitment, workload, and suggested agreement amount:

At this time, my workload continues to be flexible. I will commit the time required to provide the services needed for this effort. I commit to managing my workload to ensure this can continue. This will vary as the project moves forward of course. I am, of course, prepared to discuss the basis for this 'guesstimate' at any time. It is not possible to be much more precise.

Current Authorization:	\$75,110	
Services provided through 12/31/23:	\$60,495	
Remaining in Existing Authorization:	\$14,615	
Projection:		
January 2024 through February 2025: 14 months at \$6,000 =	\$84,000	
Remaining in Existing Authorization:	\$14,615	
Recommended Additional Authorization:		<u>\$69,385</u>
<u>Recommended revised total compensation (Agreement Section 3.1):</u>		<u>\$144,495</u>

Thank you again for this opportunity. I look forward to assisting the City of Brawley.

Sincerely,



Grady D. Dutton
DUTTON CONSULTING

City of Brawley



City Council
March 05, 2024
Agenda Item No 5d

STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works Operations
Prepared by: Rom Medina, Director of Public Works Operations
Subject: **Resolution Establishing installation of a stop sign for traffic traveling west on Legion Street at the intersection of Legion Street and WalMart access road.**

RECOMMENDATION:

Approve Resolution 2024-___ establishing installation of a stop sign for west bound traffic at the intersections of Legion Street and Walmart access road.

Approve First Reading of Ordinance 2024-___ establishing installation of a stop sign for west bound traffic at the intersections of Legion Street and Walmart access road.

BACKGROUND INFORMATION:

1. Legion Street and Walmart Access Road.:

The construction of Legion Street is complete and the City has opened it up for the general public, and it is necessary for traffic traveling west bound on Legion come to a complete stop. It is necessary that this intersection be controlled with a stop sign at intersection of Legion St and Walmart Access Road. A stop sign already exists for traffic entering Legion Street from the Walmart Access Road.

The California Vehicle Code permits local jurisdictions to establish traffic control signs by resolution or ordinance. The City’s practice has always been to establish an ordinance mandating the installation of stop signs. However, ordinances do not take effect until 30-days after they are adopted, and they require two regular meetings of the City Council before the 30-day clock commences to run. Resolutions on the other hand take effect immediately. Rather than delay the installation of the stop sign, staff recommends that the Council adopt Resolution 2024-___ so that the stop sign can be installed for public use at the Council’s earliest convenience. To maintain consistency with the City’s past practice, staff recommends that Council adopt Ordinance 2024-___ for its first reading. The ordinance will be placed on Council’s next agenda for a second reading and assuming it is adopted, it will be published according to the requirements of the Government Code.

FISCAL IMPACT:

The department will use Measure D funds to complete this project. Labor will be sourced inhouse and supplies will be purchased from the other operating supplies line-item budget.

215-312.000-700.100	Permanent Salaries	\$ 950
215-312.000-721.200	Other Operating Supplies	\$ 350

ALTERNATIVES:

No alternatives are recommended at this time.

ATTACHMENTS:

- 1. Proposed Resolution
- 2. Proposed Ordinance
- 3. Cost Estimate
- 4. Photo

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager
William Smerdon, City Attorney
Traffic Safety Committee

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager
Silvia Luna, Interim Finance Director

Status – Date of Status

Approved - 2/28/2024
Approved - 2/28/2024

RESOLUTION 2024-

RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA DIRECTING THE INSTALLATION OF A STOP SIGN FOR WESTBOUND TRAFFIC ON LEGION STREET ENTERING THE INTERSECTION OF LEGION STREET AND THE WALMART ACCESS ROAD

WHEREAS, the City Council has received input from the Traffic Safety Committee regarding the newly completed section of Legion Street, specifically the intersection of Legion Street and the Walmart Access Road; and

WHEREAS, a stop sign exists controlling traffic entering Legion Street from the Walmart Access Road; and

WHEREAS, the Traffic Safety Committee recommends installing a stop sign controlling westbound traffic on Legion Street entering the intersection with the Walmart Access Road; and

WHEREAS, California Vehicle Code Section 21100 provides that local authorities may adopt rules and regulations by ordinance or resolution regulating traffic by means of official traffic control devices; and

WHEREAS, it is in the best interests of the residents of Brawley to adopt the recommendations of the Traffic Safety Committee:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, that the Public Works Director is hereby authorized and directed to install a stop sign and related intersection markings, controlling westbound traffic on Legion Street entering the intersection with the Walmart Access Road.

PASSED AND ADOPTED this 5th day of March, 2024 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

ORDINANCE 2024-___

ORDINANCE OF THE CITY OF BRAWLEY, CALIFORNIA, ESTABLISHING THE INSTALLATION OF STOP SIGN FOR WESTBOUND TRAFFIC AT THE INTERSECTION OF LEGION STREET AND THE WALMART ACCESS ROAD

PURSUANT TO CHAPTER 17, SECTION 17.42 OF THE BRAWLEY MUNICIPAL CODE THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The intersection of Legion Street and the Walmart Access Road shall be controlled by two stop signs. There is an existing stop sign controlling traffic that enters Legion Street from the Walmart Access Road. An additional stop sign shall be installed controlling westbound traffic on Legion Street entering the intersection of the Walmart Access Road and Legion Street. A stop sign that conforms to the requirements of the California Manual on Uniform Traffic Control Devices shall be installed at the westbound entrance of Legion Street to said intersection

SECTION 2: The Director of Public Works is instructed and authorized forthwith to indicate such intersection by stop signs, stop bars, and pavement markings on each leg of the intersection.

SECTION 3: A violation hereof shall constitute an infraction and shall be punishable as provided in of the Vehicle Code as the same now provides or as amended from time to time.

SECTION 4: This ordinance shall be effective thirty (30) days after its adoption and upon the posting of the appropriate curb marking and signs.

SECTION 5: The City Clerk shall cause a certified copy of this ordinance, or a summary thereof, to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in the Imperial County and circulated in the City of Brawley.

PASSED AND ADOPTED this 5th day of March, 2024 by the following vote.

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

1st Reading

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 5th day of March, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia, Deputy City Clerk

2nd Reading & Adoption

I, Thomas Garcia, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance 2024-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 5th day of March, 2024 and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED:

Thomas Garcia, Deputy City Clerk

Stop Sign Installation
Legion Rd.& Access Rd AM/PM
Cost Estimate

Labor: 8 hrs.

Utility Worker II @ \$48.11 X 8 hrs. = \$384.88

Utility Worker I @ \$34.05 X 8 hrs. = \$272.40

Utility Worker I @ \$34.05 X 8 hrs. = \$272.40

Total: \$929.68

Material:

(1) 2" X 2" X 12' Square post @ \$69.95

(1) 2 ¼" X 2 ¼" X 30" anchor @ \$29.95

30" X 30" Stop Sign @ \$58.15

(3) 80 lb concrete mix sack @ \$7.99 ea. = \$23.97

(1) 5 gallon white traffic paint @ \$154.99

Total: \$337.01

Grand Total: \$1266.69

5d.4



STOP

City of Brawley



City Council
March 05, 2024
Agenda Item No 5e

STAFF REPORT

To: City Council
From: Romualdo Medina, Director of Public Works Operation
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Road Improvements Project LPPSB1L 5167(048)

RECOMMENDATION:

Award Specification No. 2023-04, Road Improvements Projects at Various Locations, to LC Paving & Sealing Inc. in an amount of \$563,298.00 authorize at 20% contingency of \$112,659.60 for a total of \$675,957.60.

BACKGROUND INFORMATION:

The Road Repair and Accountability Act of 2017 (Senate Bill (SB)1 created the Local Partnership Program that appropriates monies annually to be allocated by the California Transportation Commission to local or regional transportation agencies. In August of 2022, City Staff applied with the guidelines and criteria for a Local Partnership Formulaic Grant, and in November 2022, was awarded a grant for the following locations.

- C Street from Western Avenue to 1st Street
- Steven Street and Ronald Street from Richard Avenue to Evelyn Avenue

On November 30, 2023, the Engineering Department advertised the Road Improvements Project, Specification No. 2023-04. On January 9, 2024, the City received 3 bids as follows:

LC Paving & Sealing Inc. Escondido, CA	\$563,298.00
Rove Engineering El Centro, CA	\$605,110.00
Hazard Construction Lakeside, CA	\$935,457.50

City staff reviewed the bids and are recommending awarding the contract to LC Paving and Sealing Inc. for \$563,298.00, authorizing a contingency of 20% of \$112,659.60 for a total of \$675,957.60, and authorizing the City Manager to execute all documentation concerning this project.

The local bidding preference factor is not shown, as it does not apply to Federally funded projects.

FISCAL IMPACT:

Funding will come from Grant LPPSB1L-5167(048) for \$327,000.00 for \$348,957.60.00 Measure D local match for a total amount of \$675,957.60.

Project 2023-09 approved under the FY23-24 CIP Budget for \$ 709,000 GL Account 421-310.221-800.300

ALTERNATIVES:

No Alternatives is recommended at this time.

ATTACHMENTS:

- 1. Bid Results

REPORT COORDINATED WITH (other than person preparing the staff report):

Staff, Title or Consultant, Agency

Ana Gutierrez, Public Works Analyst

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Interim Finance Director

Tyler Salcido, City Manager

Status – Date of Status

Approved - 2/28/2024

Approved - 2/28/2024

City of Brawley Bid Results											
Road Improvements Project C Street from Western Ave. to First St, Steven Street from Evelyn Avenue to Richard Avenue, & Ronald St from Evelyn Avenue to Richard Avenue				LC Paving & Sealing, Inc. 620 Alpine Way Escondido, CA 92029				Rove Engineering PO Box 2108 El Centro, CA 92243		Hazard Construction 10529 Vine Street Lakeside, CA 92040	
Bid Opening January 9, 2024 @ 2:00 PM				ENGINEERS ESTIMATE							
BID SCHEDULE											
Item No.	QTY	Unit of Measure	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1	LS	Mobilization, Demobilization	\$ 20,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ 25,094.00	\$ 25,094.00	\$ 93,000.00	\$ 93,000.00
2	5	EA	Reset Monument Well W/ New Concrete Collar	\$ 5,000.00	\$ 25,000.00	\$ 1,350.00	\$ 6,750.00	\$ 3,065.00	\$ 15,325.00	\$ 3,800.00	\$ 19,000.00
3	1	LS	Traffic Control, Public Safety, and Notification	\$ 12,000.00	\$ 12,000.00	\$ 28,000.00	\$ 28,000.00	\$ 14,185.00	\$ 14,185.00	\$ 135,000.00	\$ 135,000.00
4	1	LS	Stormwater Pollution Prevention and Erosion Control	\$ 12,000.00	\$ 12,000.00	\$ 9,500.00	\$ 9,500.00	\$ 6,863.00	\$ 6,863.00	\$ 10,000.00	\$ 10,000.00
5	1	LS	Clearing, Grubbing and Demolition (Includes Tree Trimming)	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,110.00	\$ 12,110.00	\$ 20,000.00	\$ 20,000.00
6	30	TON	Asphalt Concrete Pavement ("Dig-outs")	\$ 175.00	\$ 5,250.00	\$ 275.00	\$ 8,250.00	\$ 532.00	\$ 15,960.00	\$ 350.00	\$ 10,500.00
7	70	TON	Class II Base ("Dig-outs")	\$ 60.00	\$ 4,200.00	\$ 80.00	\$ 5,600.00	\$ 218.00	\$ 15,260.00	\$ 50.00	\$ 3,500.00
8	925	SF	Localized Pavement Repairs ("Dig-outs")	\$ 15.00	\$ 13,875.00	\$ 20.00	\$ 18,500.00	\$ 22.00	\$ 20,350.00	\$ 25.00	\$ 23,125.00
9	47550	SF	0.5" AC Micro Mill at Ronald Street and Steven Street	\$ 0.50	\$ 23,775.00	\$ 0.50	\$ 23,775.00	\$ 0.52	\$ 24,726.00	\$ 0.45	\$ 21,397.50
10	26380	SF	3/4" AC Micro Mill at "C" Street	\$ 0.75	\$ 19,785.00	\$ 0.85	\$ 22,423.00	\$ 0.50	\$ 13,190.00	\$ 0.75	\$ 19,785.00
11	350	TON	Asphalt Concrete Leveling Course With 1/2" HMA (0.75" Thick)	\$ 175.00	\$ 61,250.00	\$ 175.00	\$ 61,250.00	\$ 230.00	\$ 80,500.00	\$ 225.00	\$ 78,750.00
12	470	TON	Asphalt-Rubber Hot Mix-Gap Graded (ARHM-GG) - (1" Thick)	\$ 200.00	\$ 94,000.00	\$ 270.00	\$ 126,900.00	\$ 263.00	\$ 123,610.00	\$ 340.00	\$ 159,800.00
13	1	LS	Striping, Pavement Markings, and Markers	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,574.00	\$ 14,574.00	\$ 6,000.00	\$ 6,000.00
14	1	LS	Signage	\$ 2,000.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,487.00	\$ 3,487.00	\$ 3,500.00	\$ 3,500.00
15	2300	SF	PCC Sidewalk	\$ 20.00	\$ 46,000.00	\$ 10.50	\$ 24,150.00	\$ 17.00	\$ 39,100.00	\$ 24.00	\$ 55,200.00
16	2	EA	Remove and replace ADA Handicap Ramps (per plan)	\$ 6,000.00	\$ 12,000.00	\$ 5,250.00	\$ 10,500.00	\$ 13,250.00	\$ 26,500.00	\$ 20,000.00	\$ 40,000.00
17	8	EA	Remove and replace ADA Handicap Ramps (per plan)	\$ 6,000.00	\$ 48,000.00	\$ 5,250.00	\$ 42,000.00	\$ 7,129.00	\$ 57,032.00	\$ 10,500.00	\$ 84,000.00
18	400	LF	Remove and Install Concrete Curb & Gutter at ADA Ramps	\$ 25.00	\$ 10,000.00	\$ 47.50	\$ 19,000.00	\$ 97.00	\$ 38,800.00	\$ 145.00	\$ 58,000.00
19	1300	SF	Remove and Install Concrete Spandrel at ADA Ramps ("C" Street)	\$ 50.00	\$ 65,000.00	\$ 29.50	\$ 38,350.00	\$ 31.00	\$ 40,300.00	\$ 50.00	\$ 65,000.00
Utility Improvements											
20	11	EA	Double Adjust Water Valve Can w/New Concrete Collar	\$ 1,500.00	\$ 16,500.00	\$ 3,050.00	\$ 33,550.00	\$ 1,056.00	\$ 11,616.00	\$ 2,100.00	\$ 23,100.00
21	2	EA	Double Adjust Sewer/Storm Drain Manhole w/New Concrete Collar	\$ 1,500.00	\$ 3,000.00	\$ 2,750.00	\$ 5,500.00	\$ 3,264.00	\$ 6,528.00	\$ 3,400.00	\$ 6,800.00
Sub-Total				\$	548,635.00	\$	563,298.00	\$	605,110.00	\$	935,457.50
20% Contingency				\$	109,727.00	\$	112,659.60	\$	121,022.00	\$	107,091.50
Bid Schedule Total				\$	658,362.00	\$	675,957.60	\$	726,132.00	\$	1,042,549.00

City of Brawley

City Council

March 5, 2024

Agenda Item No. 6a



6a

STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: Public Hearing to hear and consider objections to the sale of real property

RECOMMENDATION:

Hold a Public Hearing to hear and consider objections to the sale of real property described below, and approve Resolution 2024 - : Considering Objections to the Sale of Real Property

BACKGROUND INFORMATION:

The City recently learned that owns certain real property which is west of South Easten Avenue and between Main Street and H Street, ("the property"). The property is more particularly described as:

1. The north sixteen (16) feet of Lot 4, Block 126, Original Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial County; and
2. The south twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, per Map No. 16, Official Records of Imperial County, California.

The property consists of a narrow strip of land running right through the middle of the parcel where AMG and Associates intends to construct the Eastern Avenue Senior Apartments, ("the development").

The property is unsuitable for any purpose other than to construct an alley. The City has no plans now, or in the future to construct an alley in that location. The City has already approved the Development. The Development cannot go forward unless the developer is able to acquire the property.

Staff proposes to sell the property to the developer for the sum of \$1.00, provided that the developer pay for all fees and costs associated with the transfer of the property.

The California Government Code provides an optional procedure that the City may use when it desires to sell real property. The procedure allows the City Council to adopt a "resolution of intention" to sell the property. Thereafter, the City must publish the resolution of intention in local newspaper, and post the resolution in at least three conspicuous places at each parcel. Finally, the procedure allows persons to object to the proposed sale at a meeting of the City Council to be held at least ten days after the adoption of the resolution.

If objections are received, the Council must consider the objections, but may vote to overrule the same, provided that there is a four-fifths vote of the Council to overrule the objections. Absent any objections, or if objections received are overruled, the sale may move forward.

FISCAL IMPACT:

None.

ALTERNATIVES:

The Council may choose to not overrule the objections, if any, and not allow the sale to move forward.

ATTACHMENTS:

Proposed Resolution.

REPORT COORDINATED WITH (other than person preparing the staff report):

Tyler Salcido, City Manager.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager

Status – Date of Status
Approved – 02/29/2024

RESOLUTION 2024-**RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA CONSIDERING
OBJECTIONS TO THE SALE OF REAL PROPERTY**

WHEREAS, the City Council has adopted resolution 2024-__ expressing the intention to sell the following described real property

1. The north sixteen (16) feet of Lot 4, Block 126, Original Townsite of Brawley, as shown on Map No. 16, Official Records of Imperial County; and
2. The south twenty (20) feet of the North two hundred ten (210) feet of Lot 4, Block 126, Original Townsite of Brawley, per Map No. 16, Official Records of Imperial County, California.

; and

WHEREAS, no objections were received; or

WHEREAS, the Council considered various objections to the intended sale; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, that the objections to the intended sale are overruled or sustained.

PASSED AND ADOPTED this 5th day of March, 2024 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council

March 5, 2024

Agenda Item No. 6b



STAFF REPORT

To: City Council
From: William Smerdon, City Attorney
Prepared by: William Smerdon, City Attorney
Subject: Public Hearing to hear and consider objections to the sale of real property

RECOMMENDATION:

Hold a Public Hearing to hear and consider objections to the sale of real property described below, and approve Resolution 2024 - : Considering Objections to the Sale of Real Property

BACKGROUND INFORMATION:

The City owns certain real property commonly referred to as the Ulloa Street property. The property is more particularly described as:

1. Parcel 1, which consists of approximately 24,709 square feet and is described as: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1 BLK123 TSTE, APN: 047-231-013; and
2. Parcel 2, which consists of approximately 28,382 square feet and is described as: LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

Over the last several years various developers have explored the possibility of purchasing the property from the City. Mark Gaddis has entered into a contract to purchase the property for the purpose of developing an infill housing project.

The California Government Code provides an optional procedure that the City may use when it desires to sell real property. The procedure allows the City Council to adopt a “resolution of intention” to sell the property. Thereafter, the City must publish the resolution of intention in local newspaper, and post the resolution in at least three conspicuous places at each parcel. Finally, the procedure allows persons to object to the proposed sale at a meeting of the City Council to be held at least ten days after the adoption of the resolution.

If objections are received, the Council must consider the objections, but may vote to overrule the same, provided that there is a four-fifths vote of the Council to overrule the objections. Absent any objections, or if objections received are overruled, the sale may move forward.

FISCAL IMPACT:

If the sale is approved the City will receive the sum of \$150,000.00 in exchange for the real property.

ALTERNATIVES:

The Council may choose to not overrule the objections, if any, and not allow the sale to move forward.

ATTACHMENTS:

Proposed Resolution

REPORT COORDINATED WITH (other than person preparing the staff report):

Tyler Salcido, City Manager.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Status – Date of Status

Approved – 02/29/2024

RESOLUTION 2024-**RESOLUTION OF THE CITY OF BRAWLEY, CALIFORNIA CONSIDERING
OBJECTIONS TO THE SALE OF REAL PROPERTY**

WHEREAS, the City Council has adopted resolution 2024-__ expressing the intention to sell the following described real property

1. Parcel 1, which consists of approximately 24,709 square feet and is described as:
TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT OF S 199FT OF N 229FT LOT1
BLK123 TSTE, APN: 047-231-013; and

2. Parcel 2, which consists of approximately 28,382 square feet and is described as:
LOT:1 CITY BRAWLEY SUBD: TOWNSITE OF BRAWLEY W 124.8FT OF E149.8FT
OF S 229FT OF N 458FT LOT 1 BLK123 TSTE, APN: 047-231-014.

; and

WHEREAS, no objections were received; or

WHEREAS, the Council considered various objections to the intended sale; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, that the objections to the intended sale are overruled or sustained.

PASSED AND ADOPTED this 5th day of March, 2024 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk



Fiscal Year 2023 - 2024

Monthly Staffing Report for March 1, 2024

Updated: 2/23/2024

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Develop.	5	5	0	
Finance	9	9	0	
Fire	23	23	0	
Human Resources	2	2	0	
Information Technology	1	1	0	
Library	3	3	0	
Parks & Recreation	10	10	0	
Planning	2	0	2	Dev Svcs Director and Assistant Planner
Police	48	45	3	(2) Police Officer openings; (1) Code Enforcement Officer; Dispatcher leaving March 5
Public Works	39	35	4	Utility Worker II; Utility Worker I; Environmental Compliance Operator III; Senior Civil Engineer
City Clerk	1	1	0	City Clerk is an elected position
Records Administration	2	2	0	
Council Members	5	5	0	
City Manager	1	1	0	
Total	151	142	9	

Groups	Limited Term Positions	Temp & Part time Positions	Temp Agency Positions	
Planning/CDS	0	0	0	
IT			1	
Fire -Call Paid	0	2	0	Call Paid Firefighters
Library	0	4	0	
Parks & Recreation	0	11	0	2 Parks Maint temps, 6 Lifeguards, 2 PT Sr Center Coord., rovers, 1 head lifeguard
Personnel	0	0	0	
Public Works	0	0	0	

Prepared by: Shirley Bonillas, Human Resources Administrator