

# REVISED AGENDA



**Brawley City Council &  
Successor Agency to Brawley  
Community Redevelopment Agency  
Special Meeting Agenda  
Tuesday, May 19, 2020 4:00 PM  
City Council Chambers  
383 Main Street  
Brawley, California 92227**

***Norma Kastner-Jauregui***, Mayor  
***Luke Hamby***, Mayor Pro-Tempore  
***Sam Couchman***, Council Member  
***George A. Nava***, Council Member  
***Donald L. Wharton***, Council Member

***Alma Benavides***, City Clerk  
***William S. Smerdon***, City  
Attorney/City Treasurer  
***Rosanna Bayon Moore***, City Manager/  
Executive Director

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**



COVID-19 Pandemic.

- i. Overall Outlook Presented by Fire Chief Mike York
- ii. County of Imperial Update by County Supervisor Ryan Kelley
- iii. Presentation by Dr. Richard Rundhaug, Brawley Elementary School District Superintendent

**5. DEPARTMENTAL REPORTS**

- a. Update on Emergency Construction Project at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins and Emergency Purchase of Sewage Pumps for Lift Station No. 1, Presented by Public Works Director Guillermo Sillas, PE.
- b. Update on Emergency Replacement of Three Failing A/C Units at Brawley Police Department, Presented by Interim Police Chief Scott Sheppard.

**6. INFORMATIONAL REPORTS**

- a. Correspondence Dated May 14, 2020 from Local Imperial Valley Agencies to State Governor Gavin Newsom re: COVID-19 Resilience Roadmap Flexibility. **Pgs 104-105**
- b. Correspondence dated May 15, 2020 re: Community Update from Pioneers Memorial Hospital Healthcare District. **Pgs 106-107**

**7. COUNCIL MEMBER REPORTS**

**8. CITY MANAGER REPORT**

**9. CITY ATTORNEY**

**10. CITY CLERK**

**11 STRATEGIC PLANNING FOR FISCAL YEAR 2020/2021**

## **12. CLOSED SESSION**

### **REAL PROPERTY NEGOTIATIONS**

- a. Conference with Real Property Negotiator – (California Government Code §54956.8)

Address: APNs 047-231-013 and 047-231-014, Brawley, CA  
Negotiator: City Manager  
Negotiating Parties: R. Garcia Construction, Inc.  
Under Negotiation: Rate and Terms

### **POTENTIAL LITIGATION** (California Government Code §54956.9)

- a. Conference with Legal Counsel – 2 Cases

### **PERSONNEL MATTERS** (Government Code §54957)

- a. Public Employee Appointment to the Position of City Engineer / Public Works Director

***ADJOURNMENT Special Meeting***, Tuesday, June 2, 2020 @ 9:00 AM, City Council Chambers, 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 at 760/351.3080.

*Alma Benavides*, City Clerk

Mayor and City Council  
City Planner  
City Attorney  
City Manager

City Council Meeting, May 5, 2020  
Public Comments

**RECEIVED**  
**MAY 01 2020**  
CITY OF BRAWLEY  
OFFICE OF CITY CLERK

Regarding my property on Best Road, I cannot simply walk away. There has to be some rationality in all of this and some fairness as to the position the City has taken.

When my brother and I met with Mr. Gaste in January, we asked for the long-term plans that included a future B Street. We were ultimately given a document titled "Environmental Assessment." This appears to be the document the City calls a long-term plan in which there is a one sentence reference to building out B street and K Street from Eastern Avenue to Best Road in **"..future grant phases"**. This document is dated February 2008. If a city property owner on A Street, C Street or Best Road had walked into the Planning Department just after this document was produced in 2008 and requested an application to subdivide some land into separate lots, they would have been told their application would not be approved unless they agreed to a 30 feet right-of-way for a future extension of B Street. That was 12 years ago and that property owner would still today not be approved to subdivide their property. Let's look into the future. Will that property owner be able to subdivide 10 years from now? 20 years from now? Ever??

That's what is foreseen by Mr. Gaste as he told me in our January 7<sup>th</sup> meeting when he said regarding B Street, **" I can't say when or if it will ever be built.."** Does it make sense to anyone that a property owner could own land for 12, 15, 20 years and never be allowed to develop it just because the right-of-way the City is mandating would take 50% or more of their land, A person could own a plot of land for their entire lifetime and under the Planning Dept. conditions, never be allowed to develop it. Does that make sense? How can anyone justify that? That's the reason eminent domain was enacted. If a government agency needed property for the public good, they could acquire it by forcing the sale and compensating the land owner. This way a government agency gets the land it needs and the property owner is fairly compensated. If the City has other ideas, let's talk about them. Mr. Gaste's reaction to my question about eminent domain was **"the city is broke and we can't pay for the property"**. And Mr. Smerdon has told me, **"the City has no intention of forcing the sale of all or a portion of your property."** So the City is deciding to literally take the property by regulation and let me, the property owner, go broke. Because that's what it will do. Again, does that make sense? The sale of my 2 lots will not make me rich. It was intended for many years to be my security after retirement. I cannot believe the City Council will see this unfolding and let it happen. I hope and pray the City's requirements will not force me into bankruptcy.

Cathy Sullivan

Date: 05/07/2020  
Time: 2:47 PM

City of Brawley

| Check Number             | Check Date | Status  | Vendor Number | Vendor Name                    | Check Description                            | Amount            |
|--------------------------|------------|---------|---------------|--------------------------------|--|-------------------|
| 1110                     | 05/07/2020 | Printed | A368          | AFLAC INC                      | Cancer, ICU, Disability                      | 2,407.72          |
| 1111                     | 05/07/2020 | Printed | E101          | EMPLOYMENT DEVELOPMENT DEPART  | State Taxes                                  | 6,794.07          |
| 1112                     | 05/07/2020 | Printed | I379          | INTERNAL REVENUE SERVICE       | Federal Payroll Taxes                        | 67,206.68         |
| 1113                     | 05/07/2020 | Printed | P104          | PUBLIC EMPLOYEES RETIREMENT    | PERS 4/21/20-5/4/20                          | 50,457.06         |
| <b>Total Checks: 4</b>   |            |         |               |                                | <b>Checks Total (excluding void checks):</b> | <b>126,865.53</b> |
| <b>Total Payments: 4</b> |            |         |               |                                | <b>Bank Total (excluding void checks):</b>   | <b>126,865.53</b> |
| 59160                    | 05/04/2020 | Printed | A785          | AT&T                           | U-Verse Internet 4/17-5/16                   | 80.25             |
| 59161                    | 05/07/2020 | Printed | O200          | 180 SOLUTIONS LLC              | COB Telephone Systems Review                 | 320.24            |
| 59162                    | 05/07/2020 | Printed | B364          | 360 BUSINESS PRODUCTS          | Mailing Labels                               | 81.03             |
| 59163                    | 05/07/2020 | Printed | A554          | ALLIED WASTE SERVICES #467     | Solid Waste Services/May 2020                | 110,807.72        |
| 59164                    | 05/07/2020 | Printed | A175          | ALLWAYS TOWING & STORAGE       | Towing Service/Various PD                    | 600.00            |
| 59165                    | 05/07/2020 | Printed | A126          | ALSCO AMERICAN LINEN DIV.      | Cleaning Services                            | 88.85             |
| 59166                    | 05/07/2020 | Printed | A785          | AT&T                           | U-Verse Internet 4/24-5/23                   | 117.70            |
| 59167                    | 05/07/2020 | Printed | A688          | AT&T LONG DISTANCE             | Telephone Services 3/17-4/14                 | 906.52            |
| 59168                    | 05/07/2020 | Printed | A901          | AT&T-CALNET 3                  | Telephone Services 3/20-4/19                 | 3,948.98          |
| 59169                    | 05/07/2020 | Printed | B502          | BABCOCK LABORATORIES, INC      | Various Lab Testing/WTP                      | 459.00            |
| 59170                    | 05/07/2020 | Printed | B188          | BARTLE WELLS ASSOCIATES        | Continuing Disclosure                        | 600.00            |
| 59171                    | 05/07/2020 | Printed | T452          | BRAWLEY TOWING INC             | Towing Service #P162 PD                      | 55.00             |
| 59172                    | 05/07/2020 | Printed | B747          | BRENNTAG PACIFIC INC.          | Aluminum Chlorohydrate                       | 11,802.62         |
| 59173                    | 05/07/2020 | Printed | C889          | CALIFORNIA STATE DISBURSEME    | Deductions                                   | 799.37            |
| 59174                    | 05/07/2020 | Printed | C544          | CANON FINANCIAL SERVICES, INC  | Copier Lease, Usage/Library                  | 353.97            |
| 59175                    | 05/07/2020 | Printed | C110          | COLUMBUS BANK & TRUST COMPA    | Unreimbursed Medical &                       | 248.84            |
| 59176                    | 05/07/2020 | Printed | C129          | CREDIT BUREAU OF IMP. COUNT    | Bulletin Fees                                | 25.00             |
| 59177                    | 05/07/2020 | Printed | C2325         | CRS GENERAL CONTRACTORS        | Rfnd Ovrpmt 272 Bell Court                   | 272.69            |
| 59178                    | 05/07/2020 | Printed | D103          | DELTA DENTAL                   | Dental Insurance - May 2020                  | 7,996.80          |
| 59179                    | 05/07/2020 | Printed | D516          | DEPARTMENT OF TRANSPORTATIO    | Signal & Lighting/Jan-Mar 2020               | 10,317.13         |
| 59180                    | 05/07/2020 | Printed | E272          | EA ELECTRIC                    | Troubleshoot Actuator                        | 1,202.00          |
| 59181                    | 05/07/2020 | Printed | F737          | FORENSIC DRUG TESTING          | May Maint Fee, DOT Testing                   | 49.00             |
| 59182                    | 05/07/2020 | Printed | F689          | FRANCHISE TAX BOARD            | Deductions                                   | 250.00            |
| 59183                    | 05/07/2020 | Printed | I140          | I. V. HOUSING AUTHORITY        | Rfnd Ovrpmt 967 Dominguez Ct                 | 7.00              |
| 59184                    | 05/07/2020 | Printed | I329          | IMPERIAL COUNTY SHERIFF CIV    | Deductions                                   | 190.54            |
| 59185                    | 05/07/2020 | Printed | I301          | IMPERIAL HARDWARE CO., INC.    | Hardware Cloth                               | 289.09            |
| 59186                    | 05/07/2020 | Printed | I103          | IMPERIAL IRRIGATION DISTRIC    | Power Bills 3/31/20-4/29/20                  | 1,272.20          |
| 59187                    | 05/07/2020 | Printed | I975          | IMPERIAL VALLEY HUMANE SOCIETY | Animal Control - May 2020                    | 6,000.00          |
| 59188                    | 05/07/2020 | Printed | J333          | JNE POLYGRAPH                  | Pre-Employment Polygraph/B, A                | 1,125.00          |
| 59189                    | 05/07/2020 | Printed | K154          | K-C WELDING RENTALS, INC.      | Thrust Plate                                 | 24.77             |
| 59190                    | 05/07/2020 | Printed | L108          | LEAGUE OF CALIFORNIA CITIES    | LCC Membership 2020                          | 10,682.00         |
| 59191                    | 05/07/2020 | Printed | M997          | MAIN STREET SIGNS              | Snake Signs                                  | 551.77            |
| 59192                    | 05/07/2020 | Printed | M730          | MALLORY SAFETY & SUPPLY LLC    | Coveralls                                    | 519.37            |
| 59193                    | 05/07/2020 | Printed | M055          | ROSA ALICIA MAR                | Rfnd Ovrpmt 560 Ulloa Street                 | 81.22             |
| 59194                    | 05/07/2020 | Printed | M086          | MASTER METER, INC.             | Mobile Annual Support                        | 1,750.00          |
| 59195                    | 05/07/2020 | Printed | M874          | WERNER MCCHRISTY               | Rfnd Deposit 339 Wilson Street               | 143.41            |
| 59196                    | 05/07/2020 | Printed | M004          | MCNEECE BROS OIL COMPANY       | Diesel Fuel/Street Repairs                   | 139.69            |
| 59197                    | 05/07/2020 | Printed | M1123         | JOHN D MOIOLA                  | Rfnd Dep 1123 Calle Estrella                 | 35.28             |
| 59198                    | 05/07/2020 | Printed | M873          | LETICIA MONTOYA                | Refund Deposit & Rental Fee/                 | 380.00            |
| 59199                    | 05/07/2020 | Printed | N944          | NATIONAL PLAN COORDINATORS     | Deferred Comp Plan #340233-01                | 4,630.00          |
| 59200                    | 05/07/2020 | Printed | N187          | NATIONWIDE RETIREMENT SOLUTION | Deferred Compensation #05270                 | 275.00            |
| 59201                    | 05/07/2020 | Printed | P113          | PETTY CASH -CITY CLERK         | Petty Cash - City Clerk                      | 300.00            |
| 59202                    | 05/07/2020 | Printed | P254          | PITNEY BOWES INC               | Ink Cartridge                                | 87.00             |
| 59203                    | 05/07/2020 | Printed | P903          | PRINCIPAL FINANCIAL GROUP      | Life Insurance - May 2020                    | 2,443.21          |
| 59204                    | 05/07/2020 | Printed | P558          | PRO RECORD STORAGE INC.        | Document Storage 4/1-4/30/20                 | 325.25            |

Date: 05/07/2020  
 Time: 2:47 PM

City of Brawley

| Check Number              | Check Date | Status  | Vendor Number | Vendor Name                    | Check Description                            | Amount            |
|---------------------------|------------|---------|---------------|--------------------------------|--|-------------------|
| 59205                     | 05/07/2020 | Printed | R577          | RAMCOR LLC                     | Rfnd Ovrpmt 271 B Street                     | 160.64            |
| 59206                     | 05/07/2020 | Printed | R593          | RICK'S ROADRUNNER LOCK & SAFE  | Replace File Cabinet Lock                    | 129.04            |
| 59207                     | 05/07/2020 | Printed | S1580         | CHELSEY SANCHEZ                | Refund Deposit 921 Ivy Street                | 185.42            |
| 59208                     | 05/07/2020 | Printed | S5020         | DOMINGO & YOVONKA SANDOVAL     | Refund Deposit 321 W Adler St                | 70.31             |
| 59209                     | 05/07/2020 | Printed | S508          | GUILLERMO SILLAS               | Reimb. Hand Sanitizer,                       | 142.69            |
| 59210                     | 05/07/2020 | Printed | S760          | SPECTRUM ADVERTISING           | Upload Council Mtg 4/21/20                   | 150.00            |
| 59211                     | 05/07/2020 | Printed | T1292         | T-MOBILE USA INC               | On-Call Police Phones/COVID-19               | 1,217.40          |
| 59212                     | 05/07/2020 | Printed | U790          | U.S. BANK CORPORATE            | Credit Card Charges/T. Salcido               | 890.75            |
| 59213                     | 05/07/2020 | Printed | U660          | UNITED STATES TREASURY         | Levy Proceeds - F Posada SSN                 | 177.50            |
| 59214                     | 05/07/2020 | Printed | U110          | UNITED WAY OF IMPERIAL COUNTY  | United Way Deductions                        | 19.00             |
| 59215                     | 05/07/2020 | Printed | V679          | GABRIEL A VALENZUELA           | Refund Deposit 1054 D Street                 | 94.02             |
| 59216                     | 05/07/2020 | Printed | V506          | VALLEY PETROLEUM EQUIPMENT INC | Annual APCD Test                             | 1,076.26          |
| 59217                     | 05/07/2020 | Printed | V079          | VERIZON WIRELESS SERVICES L    | Mobile Broadband/Public Works                | 38.01             |
| 59218                     | 05/07/2020 | Printed | V251          | VERONICA & DAVID VILLA         | Refund Deposit 649 S Adams St                | 123.52            |
| 59219                     | 05/07/2020 | Printed | V452          | VISION SERVICE PLAN (CA), I    | May Vision Insurance Plan C                  | 1,870.84          |
| 59220                     | 05/07/2020 | Printed | W221          | WAL-MART STORES, INC. #01-1555 | Bluetooth Headset                            | 81.35             |
| 59221                     | 05/07/2020 | Printed | W299          | WE-DO EQUIP. REPAIR & SUPPLY I | Fuel Tank Cap                                | 44.16             |
| 59222                     | 05/07/2020 | Printed | W551          | WESTERN GROWERS INSURANCE SVCS | Safety Training                              | 529.00            |
| 59223                     | 05/07/2020 | Printed | W184          | WEX BANK                       | Fuel/April 2020                              | 9,901.44          |
| <b>Total Checks: 64</b>   |            |         |               |                                | <b>Checks Total (excluding void checks):</b> | <b>199,535.86</b> |
| <b>Total Payments: 64</b> |            |         |               |                                | <b>Bank Total (excluding void checks):</b>   | <b>199,535.86</b> |
| <b>Total Payments: 68</b> |            |         |               |                                | <b>Grand Total (excluding void checks):</b>  | <b>326,401.39</b> |

TNS  
05/07/2020

INVOICE APPROVAL LIST BY FUND REPORT

Date: 05/07/2020

Time: 2:44 pm

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| Fund/Dept/Acct                        | Vendor Name                              | Invoice # | Invoice Desc.                  | Check # | Due Date   | Check Date | Amount          |
|---------------------------------------|--|-----------|--------------------------------|---------|------------|------------|-----------------|
| <b>Fund: 101 General Fund</b>         |  |           |                                |         |            |            |                 |
| <b>Dept: 110.000 General Revenues</b> |  |           |                                |         |            |            |                 |
| 101-110.000-410.910                   | Utility users 1<br>MAR/ROSA ALICIA//     |           | Rfnd Ovrpmt 560 Ulloa Street   | 59193   | 04/29/2020 | 05/07/2020 | 3.12            |
|                                       |  |           |                                |         |            |            | <u>3.12</u>     |
| <b>Total Dept. General Revenues:</b>  |  |           |                                |         |            |            | <b>3.12</b>     |
| <b>Dept: 111.000 City Council</b>     |  |           |                                |         |            |            |                 |
| 101-111.000-721.200                   | Other operat<br>IMPERIAL HARDWARE CO., I | 585098/2  | Hardware Cloth                 | 59185   | 04/30/2020 | 05/07/2020 | 20.35           |
|                                       |  |           |                                |         |            |            | <u>20.35</u>    |
| 101-111.000-730.200                   | Technical ser<br>SPECTRUM ADVERTISING/// | 14693     | Upload Council Mtg 4/21/20     | 59210   | 04/27/2020 | 05/07/2020 | 150.00          |
|                                       |  |           |                                |         |            |            | <u>150.00</u>   |
| <b>Total Dept. City Council:</b>      |  |           |                                |         |            |            | <b>170.35</b>   |
| <b>Dept: 112.000 City Clerk</b>       |  |           |                                |         |            |            |                 |
| 101-112.000-710.300                   | P E R S<br>PUBLIC EMPLOYEES RETIRE       |           | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 459.65          |
|                                       |  |           |                                |         |            |            | <u>459.65</u>   |
| <b>Total Dept. City Clerk:</b>        |  |           |                                |         |            |            | <b>459.65</b>   |
| <b>Dept: 131.000 City Manager</b>     |  |           |                                |         |            |            |                 |
| 101-131.000-710.300                   | P E R S<br>PUBLIC EMPLOYEES RETIRE       |           | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 586.36          |
|                                       |  |           |                                |         |            |            | <u>586.36</u>   |
| <b>Total Dept. City Manager:</b>      |  |           |                                |         |            |            | <b>586.36</b>   |
| <b>Dept: 151.000 Finance</b>          |  |           |                                |         |            |            |                 |
| 101-151.000-710.300                   | P E R S<br>PUBLIC EMPLOYEES RETIRE       |           | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 1,161.54        |
|                                       |  |           |                                |         |            |            | <u>1,161.54</u> |
| 101-151.000-720.200                   | Books and s<br>U.S. BANK CORPORATE///    |           | Credit Card Charges/T. Salcido | 59212   | 04/22/2020 | 05/07/2020 | 35.00           |
|                                       |  |           |                                |         |            |            | <u>35.00</u>    |
| 101-151.000-730.200                   | Technical se<br>PRO RECORD STORAGE, IN   | 0023510   | Document Storage 4/1-4/30/20   | 59204   | 05/01/2020 | 05/07/2020 | 11.05           |
|                                       |  |           |                                |         |            |            | <u>11.05</u>    |
| 101-151.000-740.400                   | Rent<br>PRO RECORD STORAGE, IN           | 0023510   | Document Storage 4/1-4/30/20   | 59204   | 05/01/2020 | 05/07/2020 | 247.20          |
|                                       |  |           |                                |         |            |            | <u>247.20</u>   |
| 101-151.000-750.200                   | Communica<br>AT&T-CALNET 3///            |           | Telephone Services 3/20-4/19   | 59168   | 04/20/2020 | 05/07/2020 | 38.47           |
|                                       |  |           |                                |         |            |            | <u>38.47</u>    |
| 101-151.000-750.500                   | Training<br>U.S. BANK CORPORATE///       |           | Credit Card Charges/T. Salcido | 59212   | 04/22/2020 | 05/07/2020 | 495.00          |
|                                       |  |           |                                |         |            |            | <u>495.00</u>   |
| <b>Total Dept. Finance:</b>           |  |           |                                |         |            |            | <b>1,988.26</b> |
| <b>Dept: 152.000 Utility Billing</b>  |  |           |                                |         |            |            |                 |
| 101-152.000-710.300                   | P E R S<br>PUBLIC EMPLOYEES RETIRE       |           | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 447.45          |

INVOICE APPROVAL LIST BY FUND REPORT

Date: 05/07/2020

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City of Brawley

| Fund/Dept/Acct                             | Vendor Name   | Invoice #             | Invoice Desc.  | Check #        | Due Date                 | Check Date               | Amount        |
|--|---|-----------------------|--|----------------|--------------------------|--------------------------|---------------|
|  |   |                       |  |                |                          |                          | <u>447.45</u> |
| 101-152 000-721.200                        | Other operat<br>IMPERIAL HARDWARE CO., I                        | 584691/2              | Extension Cord/COVID-19                                    | 59185          | 04/27/2020               | 05/07/2020               | 1.93          |
|  |   |                       |  |                |                          |                          | <u>1.93</u>   |
| 101-152.000-740.100                        | Repair & ma<br>RICK'S ROADRUNNER LOCK                           | 19859                 | Replace File Cabinet Lock                                  | 59206          | 05/05/2020               | 05/07/2020               | 129.04        |
|  |   |                       |  |                |                          |                          | <u>129.04</u> |
| <b>Total Dept. Utility Billing:</b>        |   |                       |  |                |                          |                          | <b>578.42</b> |
| <b>Dept: 153.000 Personnel</b>             |   |                       |  |                |                          |                          |               |
| 101-153 000-710.300                        | P E R S<br>PUBLIC EMPLOYEES RETIRE                              |                       | PERS 4/21/20-5/4/20  | 1113           | 05/08/2020               | 05/07/2020               | 363.97        |
|  |   |                       |  |                |                          |                          | <u>363.97</u> |
| 101-153.000-730.200                        | Technical se<br>FORENSIC DRUG TESTING<br>PRO RECORD STORAGE, IN | 2020-20378<br>0023511 | May Maint Fee, DOT Testing<br>Document Storage 4/1-4/30/20 | 59181<br>59204 | 05/01/2020<br>05/01/2020 | 05/07/2020<br>05/07/2020 | 49.00<br>2.20 |
|  |   |                       |  |                |                          |                          | <u>51.20</u>  |
| 101-153.000-740.400                        | Rent<br>PRO RECORD STORAGE, IN                                  | 0023511               | Document Storage 4/1-4/30/20                               | 59204          | 05/01/2020               | 05/07/2020               | 64.80         |
|  |   |                       |  |                |                          |                          | <u>64.80</u>  |
| 101-153 000-750.310                        | Employee Aj<br>PETTY CASH -CITY CLERK///                        |                       | Petty Cash - City Clerk                                    | 59201          | 05/01/2020               | 05/07/2020               | 300.00        |
|  |   |                       |  |                |                          |                          | <u>300.00</u> |
| <b>Total Dept. Personnel:</b>              |   |                       |  |                |                          |                          | <b>779.97</b> |
| <b>Dept: 171.000 Planning</b>              |   |                       |  |                |                          |                          |               |
| 101-171.000-710.300                        | P E R S<br>PUBLIC EMPLOYEES RETIRE                              |                       | PERS 4/21/20-5/4/20  | 1113           | 05/08/2020               | 05/07/2020               | 491.24        |
|  |   |                       |  |                |                          |                          | <u>491.24</u> |
| 101-171 000-721.200                        | Other operat<br>IMPERIAL HARDWARE CO., I                        | 585363/2              | Dish Soap  | 59185          | 05/04/2020               | 05/07/2020               | 6.10          |
|  |   |                       |  |                |                          |                          | <u>6.10</u>   |
| 101-171.000-750.200                        | Communica<br>AT&T-CALNET 3///                                   |                       | Telephone Services 3/20-4/19                               | 59168          | 04/20/2020               | 05/07/2020               | 0.22          |
|  |   |                       |  |                |                          |                          | <u>0.22</u>   |
| <b>Total Dept. Planning:</b>               |   |                       |  |                |                          |                          | <b>497.56</b> |
| <b>Dept: 181.000 Information techn</b>     |   |                       |  |                |                          |                          |               |
| 101-181.000-710.300                        | P E R S<br>PUBLIC EMPLOYEES RETIRE                              |                       | PERS 4/21/20-5/4/20  | 1113           | 05/08/2020               | 05/07/2020               | 213.23        |
|  |   |                       |  |                |                          |                          | <u>213.23</u> |
| 101-181.000-725.400                        | Fuel<br>WEX BANK  | 65111681              | Fuel/April 2020  | 59223          | 04/30/2020               | 05/07/2020               | -0.42         |
|  |   |                       |  |                |                          |                          | <u>-0.42</u>  |
| <b>Total Dept. Information technology:</b> |   |                       |  |                |                          |                          | <b>212.81</b> |
| <b>Dept: 191.000 Non-departmental</b>      |   |                       |  |                |                          |                          |               |
| 101-191 000-721.200                        | Other operat<br>U.S. BANK CORPORATE///                          |                       | Credit Card Charges/R. Moore                               | 59212          | 04/22/2020               | 05/07/2020               | 360.75        |
|  |   |                       |  |                |                          |                          | <u>360.75</u> |
| 101-191 000-730.100                        | Professional<br>180 SOLUTIONS LLC///                            | 12358                 | COB Telephone Systems Review                               | 59161          | 05/01/2020               | 05/07/2020               | 320.24        |

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|---|---|-------------|--|----------------|--------------------------|--------------------------|----------------------|
|   |   |             |  |                |                          |                          | 320.24               |
| 101-191.000-730.200                     | Technical se<br>BARTLE WELLS ASSOCIATE:                       | 10051       | Continuing Disclosure  | 59170          | 04/16/2020               | 05/07/2020               | 300.00               |
|   |   |             |  |                |                          |                          | 300.00               |
| 101-191.000-740.200                     | Cleaning ser<br>ALSCO AMERICAN LINEN DIV                      | LYUM1455622 | Cleaning Services  | 59165          | 04/08/2020               | 05/07/2020               | 31.52                |
|   |   |             |  |                |                          |                          | 31.52                |
| 101-191.000-750.200                     | Communica<br>AT&T-CALNET 3///                                 |             | Telephone Services 3/20-4/19                                   | 59168          | 04/20/2020               | 05/07/2020               | 367.28               |
|   |   |             |  |                |                          |                          | 367.28               |
| 101-191.000-750.600                     | Contribution:<br>LEAGUE OF CALIFORNIA CIT                     | 628094      | LCC Membership 2020  | 59190          | 01/01/2020               | 05/07/2020               | 10,682.00            |
|   |   |             |  |                |                          |                          | 10,682.00            |
| <b>Total Dept. Non-departmental:</b>    |   |             |  |                |                          |                          | <b>12,061.79</b>     |
| <b>Dept: 211.000 Police Protection</b>  |   |             |  |                |                          |                          |                      |
| 101-211.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE<br>PUBLIC EMPLOYEES RETIRE |             | PERS 4/21/20-5/4/20<br>PERS 4/21/20-5/4/20                     | 1113<br>1113   | 05/08/2020<br>05/08/2020 | 05/07/2020<br>05/07/2020 | -51.16<br>11,338.30  |
|   |   |             |  |                |                          |                          | 11,287.14            |
| 101-211.000-721.200                     | Other operat<br>PITNEY BOWES INC ///                          | 1015482404  | Ink Cartridge  | 59202          | 04/20/2020               | 05/07/2020               | 87.00                |
|   |   |             |  |                |                          |                          | 87.00                |
| 101-211.000-725.400                     | Fuel<br>WEX BANK  | 65111681    | Fuel/April 2020  | 59223          | 04/30/2020               | 05/07/2020               | 3,274.42             |
|   |   |             |  |                |                          |                          | 3,274.42             |
| 101-211.000-730.100                     | Professional<br>JNE POLYGRAPH///                              | 1053        | Pre-Employment Polygraph/B, A                                  | 59188          | 04/30/2020               | 05/07/2020               | 1,125.00             |
|   |   |             |  |                |                          |                          | 1,125.00             |
| 101-211.000-730.200                     | Technical ser<br>ALLWAYS TOWING & STORA                       |             | Towing Service/Various PD                                      | 59164          | 03/14/2020               | 05/07/2020               | 600.00               |
|   |   |             |  |                |                          |                          | 600.00               |
| 101-211.000-740.100                     | Repair & ma<br>BRAWLEY TOWING INC                             |             | Towing Service #P162 PD  | 59171          | 04/24/2020               | 05/07/2020               | 55.00                |
|   |   |             |  |                |                          |                          | 55.00                |
| 101-211.000-750.200                     | Communica<br>AT&T-CALNET 3///<br>T-MOBILE USA INC///          |             | Telephone Services 3/20-4/19<br>On-Call Police Phones/COVID-19 | 59168<br>59211 | 04/20/2020<br>04/21/2020 | 05/07/2020<br>05/07/2020 | 1,203.40<br>1,217.40 |
|   |   | 969571611   |  |                |                          |                          | 2,420.80             |
| <b>Total Dept. Police Protection:</b>   |   |             |  |                |                          |                          | <b>18,849.36</b>     |
| <b>Dept: 211.300 Graffiti Abatement</b> |   |             |  |                |                          |                          |                      |
| 101-211.300-725.400                     | Fuel<br>WEX BANK  | 65111681    | Fuel/April 2020  | 59223          | 04/30/2020               | 05/07/2020               | -1.54                |
|   |   |             |  |                |                          |                          | -1.54                |
| <b>Total Dept. Graffiti Abatement:</b>  |   |             |  |                |                          |                          | <b>-1.54</b>         |
| <b>Dept: 221.000 Fire Department</b>    |   |             |  |                |                          |                          |                      |
| 101-221.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE                            |             | PERS 4/21/20-5/4/20  | 1113           | 05/08/2020               | 05/07/2020               | 7,197.41             |
|   |   |             |  |                |                          |                          | 7,197.41             |

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| 101-221.000-725.400                     | Fuel<br>WEX BANK                          | 65111681  | Fuel/April 2020              | 59223   | 04/30/2020 | 05/07/2020 | 1,798.80                                       |
|   |   |           |                              |         |            |            | <u>1,798.80</u>                                |
| 101-221.000-750.200                     | Communica<br>AT&T-CALNET 3//              |           | Telephone Services 3/20-4/19 | 59168   | 04/20/2020 | 05/07/2020 | 158.36   |
|   |   |           |                              |         |            |            | <u>158.36</u>                                  |
|   |   |           |                              |         |            |            | <b>Total Dept. Fire Department: 9,154.57</b>   |
| <b>Dept: 221.100 Fire Station #2</b>    |   |           |                              |         |            |            |  |
| 101-221.100-750.200                     | Communica<br>AT&T                         |           | U-Verse Internet 4/24-5/23   | 59166   | 04/23/2020 | 05/07/2020 | 53.50  |
|   | AT&T LONG DISTANCE//                      |           | Telephone Services 3/17-4/14 | 59167   | 04/16/2020 | 05/07/2020 | 906.52   |
|   |   |           |                              |         |            |            | <u>960.02</u>                                  |
|   |   |           |                              |         |            |            | <b>Total Dept. Fire Station #2: 960.02</b>     |
| <b>Dept: 231.000 Building Inspectio</b> |   |           |                              |         |            |            |  |
| 101-231.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE        |           | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 416.53   |
|   |   |           |                              |         |            |            | <u>416.53</u>                                  |
| 101-231.000-721.200                     | Other operat<br>IMPERIAL HARDWARE CO , I  | 585102/2  | Marker, GFI Tester           | 59185   | 04/30/2020 | 05/07/2020 | 2.70   |
|   | IMPERIAL HARDWARE CO , I                  | 585363/2  | Dish Soap                    | 59185   | 05/04/2020 | 05/07/2020 | 6.11   |
|   |   |           |                              |         |            |            | <u>8.81</u>                                    |
| 101-231.000-721.900                     | Small tools {<br>IMPERIAL HARDWARE CO , I | 585102/2  | Marker, GFI Tester           | 59185   | 04/30/2020 | 05/07/2020 | 10.66  |
|   |   |           |                              |         |            |            | <u>10.66</u>                                   |
| 101-231.000-725.400                     | Fuel<br>WEX BANK                          | 65111681  | Fuel/April 2020              | 59223   | 04/30/2020 | 05/07/2020 | 280.95   |
|   |   |           |                              |         |            |            | <u>280.95</u>                                  |
| 101-231.000-750.200                     | Communica<br>AT&T-CALNET 3//              |           | Telephone Services 3/20-4/19 | 59168   | 04/20/2020 | 05/07/2020 | 130.15   |
|   |   |           |                              |         |            |            | <u>130.15</u>                                  |
|   |   |           |                              |         |            |            | <b>Total Dept. Building Inspection: 847.10</b> |
| <b>Dept: 241.000 Animal Control</b>     |   |           |                              |         |            |            |  |
| 101-241.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE        |           | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 155.36   |
|   |   |           |                              |         |            |            | <u>155.36</u>                                  |
| 101-241.000-721.200                     | Other operat<br>IMPERIAL HARDWARE CO , I  | 584907/2  | Hand Sanitizer, Dog Food     | 59185   | 04/29/2020 | 05/07/2020 | 42.80  |
|   |   |           |                              |         |            |            | <u>42.80</u>                                   |
| 101-241.000-721.900                     | Small tools {<br>WAL-MART STORES, INC #0  | 04958     | Bluetooth Headset            | 59220   | 04/27/2020 | 05/07/2020 | 81.35  |
|   |   |           |                              |         |            |            | <u>81.35</u>                                   |
| 101-241.000-725.400                     | Fuel<br>WEX BANK                          | 65111681  | Fuel/April 2020              | 59223   | 04/30/2020 | 05/07/2020 | 358.49   |
|   |   |           |                              |         |            |            | <u>358.49</u>                                  |
| 101-241.000-730.200                     | Technical se<br>IMPERIAL VALLEY HUMANE S  |           | Animal Control - May 2020    | 59187   | 05/01/2020 | 05/07/2020 | 6,000.00                                       |
|   |   |           |                              |         |            |            | <u>6,000.00</u>                                |
|   |   |           |                              |         |            |            | <b>Total Dept. Animal Control: 6,638.00</b>    |

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| <b>Dept: 311.000 Engineering</b>            |  |              |                              |         |            |            |                 |
| 101-311.000-710.300                         | P E R S<br>PUBLIC EMPLOYEES RETIRE       |              | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 1,254.85        |
|   |  |              |                              |         |            |            | <u>1,254.85</u> |
| 101-311.000-721.200                         | Other operat<br>SILLAS/GUILLERMO//       | 5150         | Reimb Hand Sanitizer,        | 59209   | 04/25/2020 | 05/07/2020 | 28.55           |
|   |  |              |                              |         |            |            | <u>28.55</u>    |
| 101-311.000-725.400                         | Fuel<br>WEX BANK                         | 65111681     | Fuel/April 2020              | 59223   | 04/30/2020 | 05/07/2020 | 115.46          |
|   |  |              |                              |         |            |            | <u>115.46</u>   |
| 101-311.000-750.200                         | Communicat<br>AT&T-CALNET 3//            |              | Telephone Services 3/20-4/19 | 59168   | 04/20/2020 | 05/07/2020 | 783.80          |
|   |  |              |                              |         |            |            | <u>783.80</u>   |
| <b>Total Dept. Engineering:</b>             |  |              |                              |         |            |            | <b>2,182.66</b> |
| <b>Dept: 411.000 Community Develk</b>       |  |              |                              |         |            |            |                 |
| 101-411.000-710.300                         | P E R S<br>PUBLIC EMPLOYEES RETIRE       |              | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 444.37          |
|   |  |              |                              |         |            |            | <u>444.37</u>   |
| 101-411.000-721.200                         | Other operat<br>IMPERIAL HARDWARE CO., I | 585363/2     | Dish Soap                    | 59185   | 05/04/2020 | 05/07/2020 | 6.10            |
|   |  |              |                              |         |            |            | <u>6.10</u>     |
| 101-411.000-750.200                         | Communicat<br>AT&T-CALNET 3//            |              | Telephone Services 3/20-4/19 | 59168   | 04/20/2020 | 05/07/2020 | 130.14          |
|   |  |              |                              |         |            |            | <u>130.14</u>   |
| 101-411.000-750.600                         | Contribution:<br>CREDIT BUREAU OF IMP CC | 5945         | Bulletin Fees                | 59176   | 05/01/2020 | 05/07/2020 | 25.00           |
|   |  |              |                              |         |            |            | <u>25.00</u>    |
| <b>Total Dept. Community Development:</b>   |  |              |                              |         |            |            | <b>605.61</b>   |
| <b>Dept: 511.000 Parks</b>                  |  |              |                              |         |            |            |                 |
| 101-511.000-710.300                         | P E R S<br>PUBLIC EMPLOYEES RETIRE       |              | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 868.88          |
|   |  |              |                              |         |            |            | <u>868.88</u>   |
| 101-511.000-725.200                         | Electricity<br>IMPERIAL IRRIGATION DISTF |              | Power Bills 3/31/20-4/29/20  | 59186   | 04/30/2020 | 05/07/2020 | 693.95          |
|   |  |              |                              |         |            |            | <u>693.95</u>   |
| 101-511.000-725.400                         | Fuel<br>WEX BANK                         | 65111681     | Fuel/April 2020              | 59223   | 04/30/2020 | 05/07/2020 | 1,451.82        |
|   |  |              |                              |         |            |            | <u>1,451.82</u> |
| 101-511.000-750.200                         | Communicat<br>AT&T                       |              | U-Verse Internet 4/17-5/16   | 59160   | 04/16/2020 | 05/04/2020 | 80.25           |
|   |  |              |                              |         |            |            | <u>80.25</u>    |
| <b>Total Dept. Parks:</b>                   |  |              |                              |         |            |            | <b>3,094.90</b> |
| <b>Dept: 521.000 Recreation &amp; Lion:</b> |  |              |                              |         |            |            |                 |
| 101-521.000-470.110                         | Rents and ro<br>MONTOYA/LETICIA//        | 02477, 02403 | Refund Deposit & Rental Fee/ | 59198   | 02/24/2020 | 05/07/2020 | 380.00          |
|   |  |              |                              |         |            |            | <u>380.00</u>   |
| 101-521.000-710.300                         | P E R S<br>PUBLIC EMPLOYEES RETIRE       |              | PERS 4/21/20-5/4/20          | 1113    | 05/08/2020 | 05/07/2020 | 307.78          |

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|   |  |                    |   |                |                          |                          | <b>307.78</b>     |
| 101-521.000-740.200                               | Cleaning ser<br>ALSCO AMERICAN LINEN DIV   | LYUM1455622        | Cleaning Services                             | 59165          | 04/08/2020               | 05/07/2020               | 57.33             |
|   |  |                    |   |                |                          |                          | <b>57.33</b>      |
| 101-521.000-750.200                               | Communica<br>AT&T-CALNET 3///              |                    | Telephone Services 3/20-4/19                  | 59168          | 04/20/2020               | 05/07/2020               | 246.21            |
|   |  |                    |   |                |                          |                          | <b>246.21</b>     |
| <b>total Dept. Recreation &amp; Lions Center:</b> |  |                    |   |                |                          |                          | <b>991.32</b>     |
| <b>Dept: 522.000 Senior Citizens Ce</b>           |  |                    |   |                |                          |                          |                   |
| 101-522.000-750.200                               | Communica<br>AT&T                          |                    | U-Verse Internet 4/24-5/23                    | 59166          | 04/23/2020               | 05/07/2020               | 84.20             |
|   | AT&T-CALNET 3///                           |                    | Telephone Services 3/20-4/19                  | 59168          | 04/20/2020               | 05/07/2020               | 29.31             |
|   |  |                    |   |                |                          |                          | <b>93.51</b>      |
| <b>Total Dept. Senior Citizens Center:</b>        |  |                    |   |                |                          |                          | <b>93.51</b>      |
| <b>Dept: 551.000 Library</b>                      |  |                    |   |                |                          |                          |                   |
| 101-551.000-710.300                               | P E R S<br>PUBLIC EMPLOYEES RETIRE         |                    | PERS 4/21/20-5/4/20                           | 1113           | 05/08/2020               | 05/07/2020               | 694.83            |
|   |  |                    |   |                |                          |                          | <b>694.83</b>     |
| 101-551.000-740.100                               | Repair & ma<br>CANON FINANCIAL SERVICE     | 21336744           | Copier Lease, Usage/Library                   | 59174          | 04/12/2020               | 05/07/2020               | 142.83            |
|   |  |                    |   |                |                          |                          | <b>142.83</b>     |
| 101-551.000-740.400                               | Rent<br>CANON FINANCIAL SERVICE            | 21336744           | Copier Lease, Usage/Library                   | 59174          | 04/12/2020               | 05/07/2020               | 211.14            |
|   |  |                    |   |                |                          |                          | <b>211.14</b>     |
| 101-551.000-750.200                               | Communica<br>AT&T-CALNET 3///              |                    | Telephone Services 3/20-4/19                  | 59168          | 04/20/2020               | 05/07/2020               | 88.61             |
|   |  |                    |   |                |                          |                          | <b>88.61</b>      |
| <b>Total Dept. Library:</b>                       |  |                    |   |                |                          |                          | <b>1,137.41</b>   |
| <b>Total Fund General Fund:</b>                   |  |                    |   |                |                          |                          | <b>61,891.21</b>  |
| <b>Fund: 211 Gas Tax</b>                          |  |                    |   |                |                          |                          |                   |
| <b>Dept: 312.000 Street Maintenanc</b>            |  |                    |   |                |                          |                          |                   |
| 211-312.000-710.300                               | P E R S<br>PUBLIC EMPLOYEES RETIRE         |                    | PERS 4/21/20-5/4/20                           | 1113           | 05/08/2020               | 05/07/2020               | 937.59            |
|   |  |                    |   |                |                          |                          | <b>937.59</b>     |
| 211-312.000-721.900                               | Small tools &<br>MAIN STREET SIGNS///      | 33217              | Snake Signs                                   | 59191          | 04/17/2020               | 05/07/2020               | 551.77            |
|   |  |                    |   |                |                          |                          | <b>551.77</b>     |
| 211-312.000-725.400                               | Fuel<br>MCNEECE BROS OIL COMPA<br>WEX BANK | 266144<br>65111681 | Diesel Fuel/Street Repairs<br>Fuel/April 2020 | 59196<br>59223 | 04/24/2020<br>04/30/2020 | 05/07/2020<br>05/07/2020 | 76.05<br>1,861.84 |
|   |  |                    |   |                |                          |                          | <b>1,937.89</b>   |
| 211-312.000-740.100                               | Repair & ma<br>DEPARTMENT OF TRANSPOR      | SL200702           | Signal & Lighting/Jan-Mar 2020                | 59179          | 04/15/2020               | 05/07/2020               | 10,317.13         |
|   |  |                    |   |                |                          |                          | <b>10,317.13</b>  |
| <b>Dept. Street Maintenance &amp; Improve.:</b>   |  |                    |   |                |                          |                          | <b>13,744.38</b>  |
| <b>Total Fund Gas Tax:</b>                        |  |                    |   |                |                          |                          | <b>13,744.38</b>  |

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| <b>Fund: 243 CFD 05-1 Victoria Park</b> |                           |            |                                |         |            |            |   |
| <b>Dept: 195.000 Comm Fac Dist</b>      |                           |            |                                |         |            |            |   |
| 243-195.000-725.200 Electricity         |                           |            |                                |         |            |            |   |
|   | IMPERIAL IRRIGATION DISTF |            | Power Bills 3/31/20-4/29/20    | 59186   | 04/30/2020 | 05/07/2020 | 16.05   |
|   |                           |            |                                |         |            |            | <u>16.05</u>                                      |
|   |                           |            |                                |         |            |            | <b>Total Dept. Comm Fac Dist: 16.05</b>           |
|   |                           |            |                                |         |            |            | <b>nd CFD 05-1 Victoria Park: 16.05</b>           |
| <br>                                    |                           |            |                                |         |            |            |   |
| <b>Fund: 401 Successor Agency to 1</b>  |                           |            |                                |         |            |            |   |
| <b>Dept: 611.000 CRA Project Area 1</b> |                           |            |                                |         |            |            |   |
| 401-611.000-730.200 Technical ser       |                           |            |                                |         |            |            |   |
|   | BARTLE WELLS ASSOCIATE    | 1005I      | Continuing Disclosure          | 59170   | 04/16/2020 | 05/07/2020 | 300.00  |
|   |                           |            |                                |         |            |            | <u>300.00</u>                                     |
|   |                           |            |                                |         |            |            | <b>Total Dept. CRA Project Area No. 1: 300.00</b> |
|   |                           |            |                                |         |            |            | <b>ssor Agency to the BCRA: 300.00</b>            |
| <br>                                    |                           |            |                                |         |            |            |   |
| <b>Fund: 501 Water</b>                  |                           |            |                                |         |            |            |   |
| <b>Dept: 000.000</b>                    |                           |            |                                |         |            |            |   |
| 501-000.000-205.200 Water depos         |                           |            |                                |         |            |            |   |
|   | MCCHRISTY/WERNER//        |            | Rfnd Deposit 339 Wilson Street | 59195   | 04/28/2020 | 05/07/2020 | 143.41  |
|   | MOIOLA/JOHN D//           |            | Rfnd Dep 1123 Calle Estrella   | 59197   | 04/27/2020 | 05/07/2020 | 35.28   |
|   | SANCHEZ/CHELSY//          |            | Refund Deposit 921 Ivy Street  | 59207   | 04/28/2020 | 05/07/2020 | 185.42  |
|   | SANDOVAL/DOMINGO & YOV    |            | Refund Deposit 321 W Adler St  | 59208   | 04/27/2020 | 05/07/2020 | 70.31   |
|   | VALENZUELA/GABRIEL A//    |            | Refund Deposit 1054 D Street   | 59215   | 05/01/2020 | 05/07/2020 | 94.02   |
|   | VILLA/VERONICA & DAVID//  |            | Refund Deposit 649 S Adams St  | 59218   | 05/01/2020 | 05/07/2020 | 123.52  |
|   |                           |            |                                |         |            |            | <u>651.96</u>                                     |
|   |                           |            |                                |         |            |            | <b>Total Dept. 000000: 651.96</b>                 |
| <br>                                    |                           |            |                                |         |            |            |   |
| <b>Dept: 321.000 Water Treatment</b>    |                           |            |                                |         |            |            |   |
| 501-321.000-440.710 Water sales         |                           |            |                                |         |            |            |   |
|   | CRS GENERAL CONTRACTC     |            | Rfnd Ovrpmt 272 Bell Court     | 59177   | 05/05/2020 | 05/07/2020 | 272.69  |
|   | I. V. HOUSING AUTHORITY// |            | Rfnd Ovrpmt 967 Dominguez Ct   | 59183   | 05/05/2020 | 05/07/2020 | 7.00  |
|   | RAMCOR LLC//              |            | Rfnd Ovrpmt 271 B Street       | 59205   | 05/05/2020 | 05/07/2020 | 160.64  |
|   |                           |            |                                |         |            |            | <u>440.33</u>                                     |
| <br>                                    |                           |            |                                |         |            |            |   |
| 501-321.000-710.300 P E R S             |                           |            |                                |         |            |            |   |
|   | PUBLIC EMPLOYEES RETIRE   |            | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 1,410.60  |
|   |                           |            |                                |         |            |            | <u>1,410.60</u>                                   |
| <br>                                    |                           |            |                                |         |            |            |   |
| 501-321.000-720.100 Office suppli       |                           |            |                                |         |            |            |   |
|   | 360 BUSINESS PRODUCTS//   | OE-51801-1 | Mailing Labels                 | 59162   | 04/29/2020 | 05/07/2020 | 81.03   |
|   |                           |            |                                |         |            |            | <u>81.03</u>                                      |
| <br>                                    |                           |            |                                |         |            |            |   |
| 501-321.000-720.300 Chemicals           |                           |            |                                |         |            |            |   |
|   | BRENTAG PACIFIC INC.//    | BPI42218   | Aluminum Chlorohydrate         | 59172   | 04/14/2020 | 05/07/2020 | 120.17  |
|   | BRENTAG PACIFIC INC.//    | BPI42218   | Aluminum Chlorohydrate         | 59172   | 04/14/2020 | 05/07/2020 | 11,682.45   |
|   |                           |            |                                |         |            |            | <u>11,802.62</u>                                  |
| <br>                                    |                           |            |                                |         |            |            |   |
| 501-321.000-720.500 Electrical sup      |                           |            |                                |         |            |            |   |
|   | IMPERIAL HARDWARE CO., I  | 584746/2   | Ballast, Tape, Plier           | 59185   | 04/27/2020 | 05/07/2020 | 36.20   |
|   |                           |            |                                |         |            |            | <u>36.20</u>                                      |
| <br>                                    |                           |            |                                |         |            |            |   |
| 501-321.000-721.200 Other operat        |                           |            |                                |         |            |            |   |
|   | IMPERIAL HARDWARE CO., I  | 584683/2   | Straw Hat, Trash Bags,         | 59185   | 04/27/2020 | 05/07/2020 | 16.13   |
|   | IMPERIAL HARDWARE CO., I  | 584683/2   | Straw Hat, Trash Bags,         | 59185   | 04/27/2020 | 05/07/2020 | 44.30   |
|   | IMPERIAL HARDWARE CO., I  | 584781/2   | Plastic Funnel, Bibb, Coil,    | 59185   | 04/28/2020 | 05/07/2020 | 24.22   |
|   | IMPERIAL HARDWARE CO., I  | 584781/2   | Plastic Funnel, Bibb, Coil,    | 59185   | 04/28/2020 | 05/07/2020 | 45.32   |

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|---|---|----------------------------|--|-------------------------|--|--|---|
|   | K-C WELDING RENTALS, INC  | 29953                      | Thrust Plate   | 59189                   | 04/27/2020                             | 05/07/2020                             | 24.77   |
|   | MALLORY SAFETY & SUPPLY   | 4831740                    | Safety Glasses                                       | 59192                   | 04/22/2020                             | 05/07/2020                             | 116.37  |
|   | MALLORY SAFETY & SUPPLY   | 4831738                    | Gloves/COVID-19                                      | 59192                   | 04/22/2020                             | 05/07/2020                             | 232.74  |
|   | SILLAS/GUILLERMO//  | 5149                       | Reimb. Hand Sanitizer/COVID-19                       | 59209                   | 04/25/2020                             | 05/07/2020                             | 19.00   |
|   | SILLAS/GUILLERMO//  | 5150                       | Reimb Hand Sanitizer,                                | 59209                   | 04/25/2020                             | 05/07/2020                             | 3.83  |
|   |   |                            |  |                         |  |  | <b>526.68</b>                                   |
| 501-321.000-721 900                     | Small tools {<br>IMPERIAL HARDWARE CO., I   | 584746/2                   | Ballast, Tape, Plier                                 | 59185                   | 04/27/2020                             | 05/07/2020                             | 26.17   |
|   |   |                            |  |                         |  |  | <b>26.17</b>                                    |
| 501-321.000-730 200                     | Technical se<br>BABCOCK LABORATORIES, I<br>EA ELECTRIC//                                  | CD01907-2441<br>INV01      | Various Lab Testing/WTP<br>Troubleshoot Actuator     | 59169<br>59180          | 04/24/2020<br>04/27/2020               | 05/07/2020<br>05/07/2020               | 449.00<br>1,202.00                              |
|   |   |                            |  |                         |  |  | <b>1,651.00</b>                                 |
| 501-321.000-750 200                     | Communica<br>AT&T-CALNET 3//  |                            | Telephone Services 3/20-4/19                         | 59168                   | 04/20/2020                             | 05/07/2020                             | 497.39  |
|   |   |                            |  |                         |  |  | <b>497.39</b>                                   |
| 501-321.000-750 500                     | Training<br>WESTERN GROWERS INSUI   | 5124                       | Safety Training                                      | 59222                   | 12/21/2018                             | 05/07/2020                             | 264.50  |
|   |   |                            |  |                         |  |  | <b>264.50</b>                                   |
|   |   |                            |  |                         |  |  | <b>Total Dept. Water Treatment: 16,736.52</b>   |
| <b>Dept: 322.000 Water Distribution</b> |   |                            |  |                         |  |  |   |
| 501-322.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE  |                            | PERS 4/21/20-5/4/20                                  | 1113                    | 05/08/2020                             | 05/07/2020                             | 947.65  |
|   |   |                            |  |                         |  |  | <b>947.65</b>                                   |
| 501-322.000-721.200                     | Other operat<br>MALLORY SAFETY & SUPPLY<br>SILLAS/GUILLERMO//<br>WE-DO EQUIP. REPAIR & SU | 4830892<br>5150<br>W186413 | Coveralls<br>Reimb. Hand Sanitizer,<br>Fuel Tank Cap | 59192<br>59209<br>59221 | 04/21/2020<br>04/25/2020<br>04/15/2020 | 05/07/2020<br>05/07/2020<br>05/07/2020 | 170.26<br>22.83<br>44.16                        |
|   |   |                            |  |                         |  |  | <b>237.25</b>                                   |
| 501-322.000-725.200                     | Electricity<br>IMPERIAL IRRIGATION DISTF  |                            | Power Bills 3/31/20-4/29/20                          | 59186                   | 04/30/2020                             | 05/07/2020                             | 562.20  |
|   |   |                            |  |                         |  |  | <b>562.20</b>                                   |
| 501-322.000-725 400                     | Fuel<br>MCNEECE BROS OIL COMPA<br>WEX BANK  | 265504<br>65111681         | Diesel Fuel/Public Works<br>Fuel/April 2020          | 59196<br>59223          | 04/14/2020<br>04/30/2020               | 05/07/2020<br>05/07/2020               | 63.64<br>271.54                                 |
|   |   |                            |  |                         |  |  | <b>335.18</b>                                   |
| 501-322.000-740.100                     | Repair & ma<br>MASTER METER, INC.//   | 217429                     | Mobile Annual Support                                | 59194                   | 04/17/2020                             | 05/07/2020                             | 1,750.00  |
|   |   |                            |  |                         |  |  | <b>1,750.00</b>                                 |
| 501-322.000-750.200                     | Communica<br>AT&T-CALNET 3//  |                            | Telephone Services 3/20-4/19                         | 59168                   | 04/20/2020                             | 05/07/2020                             | 98.82   |
|   |   |                            |  |                         |  |  | <b>98.82</b>                                    |
| 501-322.000-750 500                     | Training<br>WESTERN GROWERS INSUI   | 5125                       | Safety Training                                      | 59222                   | 12/21/2018                             | 05/07/2020                             | 264.50  |
|   |   |                            |  |                         |  |  | <b>264.50</b>                                   |
|   |   |                            |  |                         |  |  | <b>Total Dept. Water Distribution: 4,195.60</b> |
|   |   |                            |  |                         |  |  | <b>Total Fund Water: 21,584.08</b>              |

Fund: 511 Wastewater

Dept: 331.000 Wastewater Collec

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|---|---|------------|--------------------------------|---------|------------|------------|---|
| 511-331.000-440.730                     | Sewer serv<br>MAR/ROSA ALICIA//         |            | Rfnd Ovrpmt 560 Ulloa Street   | 59193   | 04/29/2020 | 05/07/2020 | 54.17   |
|   |   |            |                                |         |            |            | <u>54.17</u>  |
| 511-331.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE      |            | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 315.58  |
|   |   |            |                                |         |            |            | <u>315.58</u>   |
| 511-331.000-721.200                     | Other operat<br>SILLAS/GUILLERMO//      | 5149       | Reimb. Hand Sanitizer/COVID-19 | 59209   | 04/25/2020 | 05/07/2020 | 38.00   |
|   | SILLAS/GUILLERMO//                      | 5150       | Reimb. Hand Sanitizer,         | 59209   | 04/25/2020 | 05/07/2020 | 7.65  |
|   |   |            |                                |         |            |            | <u>45.65</u>  |
| 511-331.000-725.400                     | Fuel<br>WEX BANK                        | 65111681   | Fuel/April 2020                | 59223   | 04/30/2020 | 05/07/2020 | 490.08  |
|   |   |            |                                |         |            |            | <u>490.08</u>   |
| 511-331.000-750.200                     | Communicat<br>AT&T-CALNET 3//           |            | Telephone Services 3/20-4/19   | 59168   | 04/20/2020 | 05/07/2020 | 38.40   |
|   |   |            |                                |         |            |            | <u>38.40</u>  |
|   |   |            |                                |         |            |            | <b>Total Dept. Wastewater Collection: 943.88</b>      |
| <b>Dept: 332.000 Wastewater treatm</b>  |   |            |                                |         |            |            |   |
| 511-332.000-710.300                     | P E R S<br>PUBLIC EMPLOYEES RETIRE      |            | PERS 4/21/20-5/4/20            | 1113    | 05/08/2020 | 05/07/2020 | 859.75  |
|   |   |            |                                |         |            |            | <u>859.75</u>   |
| 511-332.000-721.200                     | Other operat<br>SILLAS/GUILLERMO//      | 5149       | Reimb. Hand Sanitizer/COVID-19 | 59209   | 04/25/2020 | 05/07/2020 | 19.00   |
|   | SILLAS/GUILLERMO//                      | 5150       | Reimb. Hand Sanitizer,         | 59209   | 04/25/2020 | 05/07/2020 | 3.83  |
|   |   |            |                                |         |            |            | <u>22.83</u>  |
| 511-332.000-750.200                     | Communicat<br>AT&T-CALNET 3//           |            | Telephone Services 3/20-4/19   | 59168   | 04/20/2020 | 05/07/2020 | 100.01  |
|   | VERIZON WIRELESS SERVIC                 | 9851959645 | Mobile Broadband/Public Works  | 59217   | 04/06/2020 | 05/07/2020 | 38.01   |
|   |   |            |                                |         |            |            | <u>138.02</u>   |
| 511-332.000-750.650                     | Taxes, Fees,<br>BABCOCK LABORATORIES, I | SIN101751  | Late Fee                       | 59169   | 04/01/2020 | 05/07/2020 | 10.00   |
|   |   |            |                                |         |            |            | <u>10.00</u>  |
|   |   |            |                                |         |            |            | <b>Total Dept. Wastewater treatment: 1,030.60</b>     |
|   |   |            |                                |         |            |            | <b>Total Fund Wastewater: 1,974.48</b>                |
| <b>Fund: 521 Solid Waste</b>            |   |            |                                |         |            |            |   |
| <b>Dept: 341.000 Solid Waste Collec</b> |   |            |                                |         |            |            |   |
| 521-341.000-440.740                     | Solid waste<br>MAR/ROSA ALICIA//        |            | Rfnd Ovrpmt 560 Ulloa Street   | 59193   | 04/29/2020 | 05/07/2020 | 23.93   |
|   |   |            |                                |         |            |            | <u>23.93</u>  |
| 521-341.000-730.200                     | Technical se<br>ALLIED WASTE SERVICES # |            | Solid Waste Services/May 2020  | 59163   | 05/01/2020 | 05/07/2020 | 110,807.72  |
|   |   |            |                                |         |            |            | <u>110,807.72</u>                                     |
|   |   |            |                                |         |            |            | <b>Total Dept. Solid Waste Collection: 110,831.65</b> |
|   |   |            |                                |         |            |            | <b>Total Fund Solid Waste: 110,831.65</b>             |

Fund: 531 Airport

Dept: 351.000 Airport

531-351.000-710.300 P E R S

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|--|---------------------------------------|-------------|-------------------------------|---------|------------|--|------------------|
|  | PUBLIC EMPLOYEES RETIRE               |             | PERS 4/21/20-5/4/20           | 1113    | 05/08/2020 | 05/07/2020                                   | 16.43            |
|  |                                       |             |                               |         |            |  | <u>16.43</u>     |
| 531-351 000-740.100                      | Repair & ma<br>VALLEY PETROLEUM EQUIP | 50325       | Annual APCD Test              | 59216   | 04/23/2020 | 05/07/2020                                   | 1,076.26         |
|  |                                       |             |                               |         |            |  | <u>1,076.26</u>  |
|  |                                       |             |                               |         |            | <b>Total Dept. Airport:</b>                  | <b>1,092.69</b>  |
|  |                                       |             |                               |         |            | <b>Total Fund Airport:</b>                   | <b>1,092.69</b>  |
| <b>Fund: 601 Maintenance</b>             |                                       |             |                               |         |            |  |                  |
| <b>Dept: 801.000 Vehicle Maintenanc</b>  |                                       |             |                               |         |            |  |                  |
| <b>601-801.000-710.300 P E R S</b>       |                                       |             |                               |         |            |  |                  |
|  | PUBLIC EMPLOYEES RETIRE               |             | PERS 4/21/20-5/4/20           | 1113    | 05/08/2020 | 05/07/2020                                   | 134.10           |
|  |                                       |             |                               |         |            |  | <u>134.10</u>    |
| 601-801.000-750.200                      | Communica<br>AT&T-CALNET 3///         |             | Telephone Services 3/20-4/19  | 59168   | 04/20/2020 | 05/07/2020                                   | 38.41            |
|  |                                       |             |                               |         |            |  | <u>38.41</u>     |
|  |                                       |             |                               |         |            | <b>Total Dept. Vehicle Maintenance Shop:</b> | <b>172.51</b>    |
|  |                                       |             |                               |         |            | <b>Total Fund Maintenance:</b>               | <b>172.51</b>    |
| <b>Fund: 602 Risk Management</b>         |                                       |             |                               |         |            |  |                  |
| <b>Dept: 000.000</b>                     |                                       |             |                               |         |            |  |                  |
| <b>602-000 000-200 034 Health insur:</b> |                                       |             |                               |         |            |  |                  |
|  | DELTA DENTAL///                       | BE003887927 | Dental Insurance - May 2020   | 59178   | 05/01/2020 | 05/07/2020                                   | 7,996.80         |
|  | PRINCIPAL FINANCIAL GROU              |             | Life Insurance - May 2020     | 59203   | 04/17/2020 | 05/07/2020                                   | 2,443.21         |
|  | VISION SERVICE PLAN (CA),             |             | May Vision Insurance Plan B   | 59219   | 04/19/2020 | 05/07/2020                                   | 752.38           |
|  | VISION SERVICE PLAN (CA),             |             | May Vision Insurance Plan C   | 59219   | 04/19/2020 | 05/07/2020                                   | 1,118.46         |
|  |                                       |             |                               |         |            |  | <u>12,310.85</u> |
|  |                                       |             |                               |         |            | <b>Total Dept. 000000:</b>                   | <b>12,310.85</b> |
|  |                                       |             |                               |         |            | <b>Total Fund Risk Management:</b>           | <b>12,310.85</b> |
| <b>Fund: 802 Payroll Clearing</b>        |                                       |             |                               |         |            |  |                  |
| <b>Dept: 000.000</b>                     |                                       |             |                               |         |            |  |                  |
| <b>802-000.000-200.001 Deferred cor</b>  |                                       |             |                               |         |            |  |                  |
|  | NATIONAL PLAN COORDINA                |             | Deferred Comp Plan #340233-01 | 59199   | 05/08/2020 | 05/07/2020                                   | 4,630.00         |
|  |                                       |             |                               |         |            |  | <u>4,630.00</u>  |
| <b>802-000.000-200.002 Deferred cor</b>  |                                       |             |                               |         |            |  |                  |
|  | NATIONWIDE RETIREMENT :               |             | Deferred Compensation #05270  | 59200   | 05/08/2020 | 05/07/2020                                   | 275.00           |
|  |                                       |             |                               |         |            |  | <u>275.00</u>    |
| <b>802-000.000-200.003 Federal tax v</b> |                                       |             |                               |         |            |  |                  |
|  | INTERNAL REVENUE SERVIC               |             | Federal Payroll Taxes         | 1112    | 05/08/2020 | 05/07/2020                                   | 23,353.42        |
|  |                                       |             |                               |         |            |  | <u>23,353.42</u> |
| <b>802-000 000-200.004 State tax wit</b> |                                       |             |                               |         |            |  |                  |
|  | EMPLOYMENT DEVELOPMEI                 |             | State Taxes                   | 1111    | 05/08/2020 | 05/07/2020                                   | 6,794.07         |
|  |                                       |             |                               |         |            |  | <u>6,794.07</u>  |
| <b>802-000.000-200.006 Social Secur</b>  |                                       |             |                               |         |            |  |                  |
|  | INTERNAL REVENUE SERVIC               |             | Federal Payroll Taxes         | 1112    | 05/08/2020 | 05/07/2020                                   | 17,748.16        |
|  |                                       |             |                               |         |            |  | <u>17,748.16</u> |
| <b>802-000.000-200.007 Medicare De</b>   |                                       |             |                               |         |            |  |                  |
|  | INTERNAL REVENUE SERVIC               |             | Federal Payroll Taxes         | 1112    | 05/08/2020 | 05/07/2020                                   | 4,178.47         |

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|-------------------------------------|---|-----------|-------------------------|---------|------------|------------|-------------------|
|                                     |   |           |                         |         |            |            | <b>4,178.47</b>   |
| 802-000.000-200.008                 | Retirement v<br>PUBLIC EMPLOYEES RETIRE   |           | PERS 4/21/20-5/4/20     | 1113    | 05/08/2020 | 05/07/2020 | 19,484.77         |
|                                     |   |           |                         |         |            |            | <b>19,484.77</b>  |
| 802-000.000-200.009                 | Wage assign<br>FRANCHISE TAX BOARD///     |           |                         | 59182   | 05/08/2020 | 05/07/2020 | 100.00            |
|                                     | FRANCHISE TAX BOARD///                    |           |                         | 59182   | 05/08/2020 | 05/07/2020 | 150.00            |
|                                     | IMPERIAL COUNTY SHERIFF                   |           |                         | 59184   | 05/08/2020 | 05/07/2020 | 190.54            |
|                                     | UNITED STATES TREASURY,                   |           |                         | 59213   | 05/08/2020 | 05/07/2020 | 177.50            |
|                                     |   |           |                         |         |            |            | <b>618.04</b>     |
| 802-000.000-200.012                 | United Fund<br>UNITED WAY OF IMPERIAL C   |           | United Way Deductions   | 59214   | 05/08/2020 | 05/07/2020 | 19.00             |
|                                     |   |           |                         |         |            |            | <b>19.00</b>      |
| 802-000.000-200.014                 | Child support<br>CALIFORNIA STATE DISBUR: |           |                         | 59173   | 05/08/2020 | 05/07/2020 | 154.61            |
|                                     | CALIFORNIA STATE DISBUR:                  |           |                         | 59173   | 05/08/2020 | 05/07/2020 | 342.00            |
|                                     | CALIFORNIA STATE DISBUR:                  |           |                         | 59173   | 05/08/2020 | 05/07/2020 | 244.15            |
|                                     | CALIFORNIA STATE DISBUR:                  |           |                         | 59173   | 05/08/2020 | 05/07/2020 | 58.61             |
|                                     |   |           |                         |         |            |            | <b>799.37</b>     |
| 802-000.000-200.021                 | Sect 125 Ca<br>COLUMBUS BANK & TRUST      |           | Unreimbursed Medical &  | 59175   | 05/08/2020 | 05/07/2020 | 248.84            |
|                                     |   |           |                         |         |            |            | <b>248.84</b>     |
| 802-000.000-200.027                 | section 125<br>AFLAC INC.///              |           | Cancer, ICU, Disability | 1110    | 05/08/2020 | 05/07/2020 | 1,182.83          |
|                                     |   |           |                         |         |            |            | <b>1,182.83</b>   |
| 802-000.000-200.028                 | section 125<br>AFLAC INC.///              |           | Cancer, ICU, Disability | 1110    | 05/08/2020 | 05/07/2020 | 1,224.89          |
|                                     |   |           |                         |         |            |            | <b>1,224.89</b>   |
| 802-000.000-200.030                 | Employer pa<br>INTERNAL REVENUE SERVICE   |           | Federal Payroll Taxes   | 1112    | 05/08/2020 | 05/07/2020 | 4,178.47          |
|                                     | INTERNAL REVENUE SERVICE                  |           | Federal Payroll Taxes   | 1112    | 05/08/2020 | 05/07/2020 | 17,748.16         |
|                                     |   |           |                         |         |            |            | <b>21,926.63</b>  |
| <b>Total Dept. 000000:</b>          |   |           |                         |         |            |            | <b>102,483.49</b> |
| <b>Total Fund Payroll Clearing:</b> |   |           |                         |         |            |            | <b>102,483.49</b> |
| <b>Grand Total:</b>                 |   |           |                         |         |            |            | <b>326,401.39</b> |

*TLS*  
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# Check Register Report

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| Check Number           | Check Date | Status  | Vendor Number | Vendor Name                    | Check Description                            | Amount           |
|------------------------|------------|---------|---------------|--------------------------------|--|------------------|
| 1114                   | 05/15/2020 | Printed | E101          | EMPLOYMENT DEVELOPMENT DEPART  | State Taxes                                  | 18,184.30        |
| 1115                   | 05/15/2020 | Printed | I379          | INTERNAL REVENUE SERVICE       | Federal Payroll Taxes                        | 5,024.40         |
| <b>Total Checks: 2</b> |            |         |               |                                | <b>Checks Total (excluding void checks):</b> | <b>23,208.70</b> |
|                        |            |         |               |                                |  |                  |
| 59224                  | 05/15/2020 | Printed | A0711         | AA ELECTRIC                    | Install Wall Light/Transit                   | 221.96           |
| 59225                  | 05/15/2020 | Printed | A554          | ALLIED WASTE SERVICES #467     | Street Sweeping 4/1-4/30/20                  | 18,490.05        |
| 59226                  | 05/15/2020 | Printed | A126          | ALSCO AMERICAN LINEN DIV.      | Cleaning Services                            | 525.08           |
| 59227                  | 05/15/2020 | Printed | A232          | ARC INDUSTRIES                 | Cleaning Services/Bus Shelters               | 231.93           |
| 59228                  | 05/15/2020 | Printed | A785          | AT&T                           | U-Verse Internet 5/1-5/31                    | 70.33            |
| 59229                  | 05/15/2020 | Printed | A592          | AUTO ZONE, INC. #2804          | Battery Terminal Treatment Kit               | 84.40            |
| 59230                  | 05/15/2020 | Printed | B502          | BABCOCK LABORATORIES, INC      | Wastewater Analysis                          | 1,204.00         |
| 59231                  | 05/15/2020 | Printed | B542          | BIG STATE INDUSTRIAL SUPPLY    | Hand Cleaner, Safety Glasses,                | 414.72           |
| 59232                  | 05/15/2020 | Printed | B269          | BRAWLEY TRACTOR PARTS          | Pipe Tap                                     | 104.06           |
| 59233                  | 05/15/2020 | Printed | B747          | BRENNTAG PACIFIC INC.          | Sodium Hypochlorite                          | 9,490.60         |
| 59234                  | 05/15/2020 | Printed | B551          | BSK ASSOCIATES                 | Pretreatment Testing                         | 650.00           |
| 59235                  | 05/15/2020 | Printed | C3700         | CONCENTRA MEDICAL CENTERS      | Pre-Employment/A. Gallardo                   | 754.00           |
| 59236                  | 05/15/2020 | Printed | C2833         | CORE & MAIN LP                 | Meter Box Lid                                | 41.98            |
| 59237                  | 05/15/2020 | Printed | C3758         | COUNTY MOTOR PARTS CO INC      | Door Stabilizers #3912 FD                    | 52.77            |
| 59238                  | 05/15/2020 | Printed | C255          | CPCA                           | 2020-21 CPCA Membership Dues/                | 440.00           |
| 59239                  | 05/15/2020 | Printed | C129          | CREDIT BUREAU OF IMP. COUNT    | Credit Report/P.D.                           | 175.00           |
| 59240                  | 05/15/2020 | Printed | A016          | ARTHUR DURAN JR                | Rfnd Deposit 1128 Pater Street               | 104.61           |
| 59241                  | 05/15/2020 | Printed | E145          | ELMS EQUIPMENT                 | Rider Plate, Thrust Washer,                  | 585.79           |
| 59242                  | 05/15/2020 | Printed | E171          | EMERGENCY MEDICAL PRODUCTS, IN | Medical Supplies                             | 341.30           |
| 59243                  | 05/15/2020 | Printed | E398          | EMPIRE SOUTHWEST LLC           | Full System Inspection/Lift                  | 252.00           |
| 59244                  | 05/15/2020 | Printed | E801          | ENTERPRISE FM TRUST            | Vehicle Maintenance Tracking                 | 8,433.28         |
| 59245                  | 05/15/2020 | Printed | F351          | FERNANDO RUIZ, INC             | Hazardous Material Business                  | 1,250.00         |
| 59246                  | 05/15/2020 | Printed | F266          | FIRE ETC., INC.                | Safety Boots, Gear Cleaner                   | 449.50           |
| 59247                  | 05/15/2020 | Printed | F258          | FLOCK SAFETY                   | Automated License Plate                      | 32,000.00        |
| 59248                  | 05/15/2020 | Printed | F348          | FLUID COMPONENTS INTERNATIONAL | Recalibrate Flowmeter                        | 1,083.86         |
| 59249                  | 05/15/2020 | Printed | G432          | MARTHA GARCIA                  | Rfnd Ovrpmt 1132 Pecan Street                | 33.74            |
| 59250                  | 05/15/2020 | Printed | H119          | HAAKER EQUIPMENT CO., INC.     | Ball Valve                                   | 274.60           |
| 59251                  | 05/15/2020 | Printed | I447          | I. V. TERMITE & PEST CONTRO    | Pest Control Svcs F.D. #1                    | 35.00            |
| 59252                  | 05/15/2020 | Void    | 05/15/2020    |                                | Void Check                                   | 0.00             |
| 59253                  | 05/15/2020 | Void    | 05/15/2020    |                                | Void Check                                   | 0.00             |
| 59254                  | 05/15/2020 | Printed | I301          | IMPERIAL HARDWARE CO., INC.    | Keys   | 1,250.82         |
| 59255                  | 05/15/2020 | Printed | I103          | IMPERIAL IRRIGATION DISTRIC    | Power Bills 3/27/20-4/24/20                  | 35,109.86        |
| 59256                  | 05/15/2020 | Printed | I503          | IV ENVIRONMENTAL LAB INC       | Microbiology Analysis                        | 1,112.00         |
| 59257                  | 05/15/2020 | Printed | J666          | JESSE JAUREGUI JR              | Rfnd Dep 111 Mackenzie Place                 | 69.13            |
| 59258                  | 05/15/2020 | Printed | K154          | K-C WELDING RENTALS, INC.      | Safety Boots/Jonathan Sahagun                | 955.36           |
| 59259                  | 05/15/2020 | Void    | 05/15/2020    |                                | Void Check                                   | 0.00             |
| 59260                  | 05/15/2020 | Printed | L920          | LABRUCHÉRIE IRRIGATION SUPP    | Channel Lock                                 | 558.01           |
| 59261                  | 05/15/2020 | Printed | L426          | LINKO TECHNOLOGY INC           | Backflow Prevention Management               | 450.00           |
| 59262                  | 05/15/2020 | Printed | M730          | MALLORY SAFETY & SUPPLY LLC    | Gloves                                       | 384.86           |
| 59263                  | 05/15/2020 | Printed | M004          | MCNEECE BROS OIL COMPANY       | Diesel Fuel/Police Dept                      | 193.30           |
| 59264                  | 05/15/2020 | Printed | M986          | MCR TECHNOLOGIES, INC          | Battery Charger, Coupler                     | 255.37           |
| 59265                  | 05/15/2020 | Printed | M315          | MOSS, LEVY & HARTZHEIM         | YE Audit 6/30/19 Completion                  | 15,500.00        |
| 59266                  | 05/15/2020 | Printed | N621          | VICTORIA NGUYEN                | Refund Bus Lic #5985 Ovrpmt                  | 104.00           |
| 59267                  | 05/15/2020 | Printed | N417          | NUCO2                          | Detector, Sensor Kit                         | 26.31            |
| 59268                  | 05/15/2020 | Printed | O233          | O'REILLY AUTO PARTS            | Bulb #47 Parks                               | 12.28            |
| 59269                  | 05/15/2020 | Printed | O880          | OFFICE DEPOT, INC              | Toner, Tape, Highlighters, Pen               | 327.36           |
| 59270                  | 05/15/2020 | Printed | O698          | OJEDA INDUSTRIES               | Wiper Blades, U-Seal #3913 FD                | 18.02            |
| 59271                  | 05/15/2020 | Printed | O113          | OK RUBBER TIRES                | Tire Repair #85 Parks                        | 24.95            |
| 59272                  | 05/15/2020 | Printed | O395          | ONESOURCE DISTRIBUTORS, LLC    | Switch, Push-Pull Button                     | 1,339.05         |

## Check Register Report

Date: 05/15/2020  
Time: 10:08 AM

City of Brawley

| Check Number              | Check Date | Status  | Vendor Number | Vendor Name                    | Check Description                            | Amount            |
|---------------------------|------------|---------|---------------|--------------------------------|--|-------------------|
| 59273                     | 05/15/2020 | Printed | P1271         | POWER ADMIN LLC                | 1 Yr Support & Maintenance                   | 360.00            |
| 59274                     | 05/15/2020 | Printed | P213          | PRECISION ELECTRIC CO INC      | Electrical Motor Alignment/                  | 549.69            |
| 59275                     | 05/15/2020 | Printed | R462          | REDDY ICE, CORPORATION         | Ice  | 344.69            |
| 59276                     | 05/15/2020 | Printed | R1052         | RN ENTERPRISES                 | Install SCADA System                         | 5,597.51          |
| 59277                     | 05/15/2020 | Printed | S2355         | SHRED-IT                       | Biohazard Waste Disposal                     | 65.88             |
| 59278                     | 05/15/2020 | Printed | S1581         | MARIA ISABEL SILVA             | Refund Deposit 116 W C Street                | 132.59            |
| 59279                     | 05/15/2020 | Printed | S0204         | FRANCISCA SOLIS                | Rfnd Deposit 966 Dominguez Ct                | 111.15            |
| 59280                     | 05/15/2020 | Printed | S581          | SOUTHWEST BIO-HAZARD           | Bio-Hazard Removal Services/                 | 1,187.41          |
| 59281                     | 05/15/2020 | Printed | S694          | STAPLES BUSINESS CREDIT        | Air Dusters                                  | 67.79             |
| 59282                     | 05/15/2020 | Printed | S366          | STOFFEL ELECTRIC               | Install UPS/WTP                              | 810.00            |
| 59283                     | 05/15/2020 | Printed | T118          | TELDATA                        | Install Camera/Transit Station               | 890.00            |
| 59284                     | 05/15/2020 | Printed | T453          | TIFFIN METAL PRODUCTS          | Keys, Door Inserts                           | 40.00             |
| 59285                     | 05/15/2020 | Printed | U167          | UNDERGROUND SERVICE ALERT, INC | CA State Fee for Regulatory                  | 100.96            |
| 59286                     | 05/15/2020 | Printed | U630          | UNITED PARCEL SERVICE, INC     | Mailings - City Clerk                        | 52.12             |
| 59287                     | 05/15/2020 | Printed | U602          | USA BLUEBOOK, INC              | BOD Solution, Replacement Cap.               | 392.71            |
| 59288                     | 05/15/2020 | Printed | V079          | VERIZON WIRELESS SERVICES L    | Mobile Broadband/Police Dept.                | 266.15            |
| 59289                     | 05/15/2020 | Printed | W221          | WAL-MART STORES, INC. #01-1555 | Frames, Markers                              | 28.80             |
| 59290                     | 05/15/2020 | Printed | W135          | WAXIE SANITARY SUPPLY          | Janitorial Supplies                          | 1,222.51          |
| <b>Total Checks: 67</b>   |            |         |               |                                | <b>Checks Total (excluding void checks):</b> | <b>147,705.20</b> |
| <b>Total Payments: 67</b> |            |         |               |                                | <b>Bank Total (excluding void checks):</b>   | <b>147,705.20</b> |
| <b>Total Payments: 69</b> |            |         |               |                                | <b>Grand Total (excluding void checks):</b>  | <b>170,913.90</b> |

*TR 1*  
*05/15/2020*

INVOICE APPROVAL LIST BY FUND REPORT

Date: 05/15/2020  
 Time: 10:02 am  
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City of Brawley

| Fund/Dept/Acct                          | Vendor Name                              | Invoice #     | Invoice Desc.                 | Check # | Due Date   | Check Date                                 | Amount           |
|---|--|---------------|-------------------------------|---------|------------|--|------------------|
| <b>Fund: 101 General Fund</b>           |  |               |                               |         |            |  |                  |
| <b>Dept: 000.000</b>                    |  |               |                               |         |            |  |                  |
| 101-000.000-205.307                     | Fee - SB 11¢<br>NGUYEN/VICTORIA//        |               | Refund Bus Lic #5985 Ovrpmt   | 59266   | 04/01/2020 | 05/15/2020                                 | 4.00             |
|   |  |               |                               |         |            |  | <u>4.00</u>      |
|   |  |               |                               |         |            | <b>Total Dept. 000000:</b>                 | <b>4.00</b>      |
| <b>Dept: 110.000 General Revenues</b>   |  |               |                               |         |            |  |                  |
| 101-110.000-410.800                     | Business Lic<br>NGUYEN/VICTORIA//        |               | Refund Bus Lic #5985 Ovrpmt   | 59266   | 04/01/2020 | 05/15/2020                                 | 100.00           |
|   |  |               |                               |         |            |  | <u>100.00</u>    |
| 101-110.000-410.910                     | Utility users 1<br>GARCIA/MARTHA//       |               | Rfnd Ovrpmt 1132 Pecan Street | 59249   | 05/06/2020 | 05/15/2020                                 | 3.12             |
|   |  |               |                               |         |            |  | <u>3.12</u>      |
|   |  |               |                               |         |            | <b>Total Dept. General Revenues:</b>       | <b>103.12</b>    |
| <b>Dept: 112.000 City Clerk</b>         |  |               |                               |         |            |  |                  |
| 101-112.000-750.210                     | Postage<br>UNITED PARCEL SERVICE, #      | 0000X3V669180 | Mailings - City Clerk         | 59286   | 05/02/2020 | 05/15/2020                                 | 52.12            |
|   |  |               |                               |         |            |  | <u>52.12</u>     |
|   |  |               |                               |         |            | <b>Total Dept. City Clerk:</b>             | <b>52.12</b>     |
| <b>Dept: 181.000 Information technc</b> |  |               |                               |         |            |  |                  |
| 101-181.000-740.100                     | Repair & ma<br>POWER ADMIN LLC///        | 04232020Q271  | 1 Yr Support & Maintenance    | 59273   | 04/23/2020 | 05/15/2020                                 | 360.00           |
|   |  |               |                               |         |            |  | <u>360.00</u>    |
|   |  |               |                               |         |            | <b>Total Dept. Information technology:</b> | <b>360.00</b>    |
| <b>Dept: 191.000 Non-departmental</b>   |  |               |                               |         |            |  |                  |
| 101-191.000-725.200                     | Electricity<br>IMPERIAL IRRIGATION DISTF |               | Power Bills 3/31/20-4/27/20   | 59255   | 04/30/2020 | 05/15/2020                                 | 336.04           |
|   | IMPERIAL IRRIGATION DISTF                |               | Power Bills 3/27/20-4/24/20   | 59255   | 04/29/2020 | 05/15/2020                                 | 535.00           |
|   |  |               |                               |         |            |  | <u>871.04</u>    |
| 101-191.000-730.100                     | Professional<br>MOSS, LEVY & HARTZHEIM// | 10059         | YE Audit 6/30/19 Completion   | 59265   | 04/30/2020 | 05/15/2020                                 | 15,500.00        |
|   |  |               |                               |         |            |  | <u>15,500.00</u> |
| 101-191.000-740.200                     | Cleaning ser<br>ALSCO AMERICAN LINEN DI/ | LYUM1460484   | Cleaning Services             | 59226   | 05/06/2020 | 05/15/2020                                 | 62.18            |
|   |  |               |                               |         |            |  | <u>62.18</u>     |
| 101-191.000-750.650                     | Taxes, Fees,<br>ALSCO AMERICAN LINEN DI/ | LYUM1460484   | Cleaning Services             | 59226   | 05/06/2020 | 05/15/2020                                 | 1.23             |
|   |  |               |                               |         |            |  | <u>1.23</u>      |
|   |  |               |                               |         |            | <b>Total Dept. Non-departmental:</b>       | <b>16,434.45</b> |
| <b>Dept: 211.000 Police Protection</b>  |  |               |                               |         |            |  |                  |
| 101-211.000-721.200                     | Other operat<br>EMERGENCY MEDICAL PRO/   | 2161445       | Medical Supplies              | 59242   | 04/27/2020 | 05/15/2020                                 | 341.30           |
|   | TIFFIN METAL PRODUCTS///                 | 026595        | Keys, Door Inserts            | 59284   | 04/28/2020 | 05/15/2020                                 | 40.00            |
|   |  |               |                               |         |            |  | <u>381.30</u>    |
| 101-211.000-721.900                     | Small tools &<br>FLOCK SAFETY///         | A0193FBD-0001 | Automated License Plate       | 59247   | 05/06/2020 | 05/15/2020                                 | 30,000.00        |
|   |  |               |                               |         |            |  | <u>30,000.00</u> |

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City of Brawley

| Fund/Dept/Acct       | Vendor Name               | Invoice #   | Invoice Desc.                | Check # | Due Date   | Check Date | Amount  |
|----------------------|---------------------------|-------------|------------------------------|---------|------------|------------|---|
|                      | IMPERIAL IRRIGATION DISTF |             | Power Bills 3/31/20-4/27/20  | 59255   | 04/30/2020 | 05/15/2020 | 1,199.70  |
|                      | IMPERIAL IRRIGATION DISTF |             | Power Bills 3/27/20 4/24/20  | 59255   | 04/29/2020 | 05/15/2020 | 626.55  |
|                      |                           |             |                              |         |            |            | <b>1,826.25</b>                                 |
| 101-211.000-725.400  | Fuel                      |             |                              |         |            |            |   |
|                      | MCNEECE BROS OIL COMPA    | 266217      | Diesel Fuel/Police Dept      | 59263   | 04/24/2020 | 05/15/2020 | 193.30  |
|                      |                           |             |                              |         |            |            | <b>193.30</b>                                   |
| 101-211.000-730.100  | Professional              |             |                              |         |            |            |   |
|                      | CONCENTRA MEDICAL CEN     | 67795903    | Pre-Employment/A. Gallardo   | 59235   | 04/29/2020 | 05/15/2020 | 754.00  |
|                      |                           |             |                              |         |            |            | <b>754.00</b>                                   |
| 101-211 000-730.200  | Technical se              |             |                              |         |            |            |   |
|                      | CREDIT BUREAU OF IMP. CC  | 5962        | Credit Report/P.D            | 59239   | 05/01/2020 | 05/15/2020 | 175.00  |
|                      |                           |             |                              |         |            |            | <b>175.00</b>                                   |
| 101-211.000-740.100  | Repair & ma               |             |                              |         |            |            |   |
|                      | ENTERPRISE FM TRUST///    | FBN3937465  | Vehicle Maintenance Tracking | 59244   | 05/05/2020 | 05/15/2020 | 3,391.75  |
|                      |                           |             |                              |         |            |            | <b>3,391.75</b>                                 |
| 101-211.000-740.200  | Cleaning ser              |             |                              |         |            |            |   |
|                      | ALSCO AMERICAN LINEN DI   | LYUM1460481 | Cleaning Services            | 59226   | 05/06/2020 | 05/15/2020 | 137.09  |
|                      |                           |             |                              |         |            |            | <b>137.09</b>                                   |
| 101-211.000-750.200  | Communicat                |             |                              |         |            |            |   |
|                      | VERIZON WIRELESS SERVIC   | 9852644520  | Mobile Broadband/Police Dept | 59288   | 04/15/2020 | 05/15/2020 | 266.15  |
|                      |                           |             |                              |         |            |            | <b>266.15</b>                                   |
| 101-211 000-750.600  | Contributions:            |             |                              |         |            |            |   |
|                      | CPCA///                   | 15738       | 2020-21 CPCA Membership Dues | 59238   | 05/01/2020 | 05/15/2020 | 440.00  |
|                      |                           |             |                              |         |            |            | <b>440.00</b>                                   |
|                      |                           |             |                              |         |            |            | <b>Total Dept. Police Protection: 37,564.84</b> |
| <b>Dept: 221.000</b> | <b>Fire Department</b>    |             |                              |         |            |            |   |
| 101-221.000-720.100  | Office suppli             |             |                              |         |            |            |   |
|                      | WAL-MART STORES, INC. #0  | 08188       | Frames, Markers              | 59289   | 05/07/2020 | 05/15/2020 | 28.80   |
|                      |                           |             |                              |         |            |            | <b>28.80</b>                                    |
| 101-221.000-720.500  | Electrical suj            |             |                              |         |            |            |   |
|                      | IMPERIAL HARDWARE CO., I  | 585178/2    | Fluorescent Tube, Wrap Light | 59254   | 05/01/2020 | 05/15/2020 | 107.60  |
|                      |                           |             |                              |         |            |            | <b>107.60</b>                                   |
| 101-221.000-720.800  | Janitorial suj            |             |                              |         |            |            |   |
|                      | WAXIE SANITARY SUPPLY///  | 79060612    | Janitorial Supplies          | 59290   | 04/07/2020 | 05/15/2020 | 178.34  |
|                      | WAXIE SANITARY SUPPLY///  | 79070145    | Janitorial Supplies          | 59290   | 04/09/2020 | 05/15/2020 | 121.62  |
|                      | WAXIE SANITARY SUPPLY///  | 79083570    | Janitorial Supplies          | 59290   | 04/14/2020 | 05/15/2020 | 68.44   |
|                      |                           |             |                              |         |            |            | <b>368.40</b>                                   |
| 101-221.000-721.100  | Uniforms                  |             |                              |         |            |            |   |
|                      | FIRE ETC., INC.///        | 141526      | Safety Boots, Gear Cleaner   | 59246   | 04/22/2020 | 05/15/2020 | 449.50  |
|                      |                           |             |                              |         |            |            | <b>449.50</b>                                   |
| 101-221.000-721.200  | Other operat              |             |                              |         |            |            |   |
|                      | IMPERIAL HARDWARE CO., I  | 585281/2    | Cable Ties, Watering Wand    | 59254   | 05/02/2020 | 05/15/2020 | 17.92   |
|                      | IMPERIAL HARDWARE CO., I  | 585210/2    | Bolts                        | 59254   | 05/01/2020 | 05/15/2020 | 5.86  |
|                      | IMPERIAL HARDWARE CO., I  | 583939/2    | Fuel                         | 59254   | 04/18/2020 | 05/15/2020 | 21.32   |
|                      |                           |             |                              |         |            |            | <b>45.10</b>                                    |
| 101-221 000-721.900  | Small tools &             |             |                              |         |            |            |   |
|                      | AUTO ZONE, INC. #2804///  | 2804921723  | Circuit Tester, Digital      | 59229   | 04/30/2020 | 05/15/2020 | 27.82   |
|                      |                           |             |                              |         |            |            | <b>27.82</b>                                    |
| 101-221.000-725.200  | Electricity               |             |                              |         |            |            |   |
|                      | IMPERIAL IRRIGATION DISTF |             | Power Bills 3/31/20-4/27/20  | 59255   | 04/30/2020 | 05/15/2020 | 868.72  |

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| Fund/Dept/Acct                           | Vendor Name               | Invoice #  | Invoice Desc.                  | Check # | Due Date   | Check Date | Amount          |
|--|---------------------------|------------|--------------------------------|---------|------------|------------|-----------------|
|  |                           |            |                                |         |            |            | <b>868.72</b>   |
| 101-221.000-730.200                      | Technical se              |            |                                |         |            |            |                 |
|  | I, V TERMITE & PEST CONTI | 0279201    | Pest Control Svcs F.D. #1      | 59251   | 04/27/2020 | 05/15/2020 | 35.00           |
|  | SHRED-IT///               | 3005090557 | Biohazard Waste Disposal       | 59277   | 05/01/2020 | 05/15/2020 | 65.88           |
|  | SOUTHWEST BIO-HAZARD//    |            | Bio-Hazard Removal Services/   | 59280   | 03/14/2020 | 05/15/2020 | 1,187.41        |
|  |                           |            |                                |         |            |            | <b>1,288.29</b> |
| 101-221.000-740.100                      | Repair & ma               |            |                                |         |            |            |                 |
|  | COUNTY MOTOR PARTS CO     | 659302     | Door Stabilizers #3912 FD      | 59237   | 04/22/2020 | 05/15/2020 | 52.77           |
|  | OJEDA INDUSTRIES//        | 16270      | Wiper Blades, U-Seal #3913 FD  | 59270   | 04/24/2020 | 05/15/2020 | 10.06           |
|  |                           |            |                                |         |            |            | <b>62.83</b>    |
| <b>Total Dept. Fire Department:</b>      |                           |            |                                |         |            |            | <b>3,247.06</b> |
| <b>Dept: 221.100 Fire Station #2</b>     |                           |            |                                |         |            |            |                 |
| 101-221.100-720.400                      | Automotive s              |            |                                |         |            |            |                 |
|  | AUTO ZONE, INC. #2804///  | 2804926163 | Diesel Engine Oil              | 59229   | 05/06/2020 | 05/15/2020 | 46.30           |
|  |                           |            |                                |         |            |            | <b>46.30</b>    |
| 101-221.100-720.800                      | Janitorial sup            |            |                                |         |            |            |                 |
|  | WAXIE SANITARY SUPPLY///  | 79070146   | Janitorial Supplies            | 59290   | 04/09/2020 | 05/15/2020 | 121.62          |
|  | WAXIE SANITARY SUPPLY///  | 79060613   | Janitorial Supplies            | 59290   | 04/07/2020 | 05/15/2020 | 105.48          |
|  |                           |            |                                |         |            |            | <b>227.10</b>   |
| 101-221.100-721.200                      | Other operat              |            |                                |         |            |            |                 |
|  | IMPERIAL HARDWARE CO., I  | 585114/2   | Pliers, Knife, Gloves          | 59254   | 04/30/2020 | 05/15/2020 | 15.51           |
|  | IMPERIAL HARDWARE CO., I  | 585062/2   | Coupler Plug                   | 59254   | 04/30/2020 | 05/15/2020 | 8.23            |
|  | OJEDA INDUSTRIES///       | 16384      | Straight Expander              | 59270   | 04/30/2020 | 05/15/2020 | 7.96            |
|  | REDDY ICE, CORPORATION/   | 1060124380 | Ice                            | 59275   | 04/30/2020 | 05/15/2020 | 39.87           |
|  |                           |            |                                |         |            |            | <b>71.57</b>    |
| 101-221.100-721.900                      | Small tools t             |            |                                |         |            |            |                 |
|  | IMPERIAL HARDWARE CO., I  | 585114/2   | Pliers, Knife, Gloves          | 59254   | 04/30/2020 | 05/15/2020 | 126.95          |
|  |                           |            |                                |         |            |            | <b>126.95</b>   |
| 101-221.100-725.200                      | Electricity               |            |                                |         |            |            |                 |
|  | IMPERIAL IRRIGATION DIST  |            | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 717.62          |
|  |                           |            |                                |         |            |            | <b>717.62</b>   |
| 101-221.100-740.100                      | Repair & ma               |            |                                |         |            |            |                 |
|  | AUTO ZONE, INC. #2804///  | 2804926862 | Battery Terminal Treatment Kit | 59229   | 05/07/2020 | 05/15/2020 | 10.28           |
|  |                           |            |                                |         |            |            | <b>10.28</b>    |
| <b>Total Dept. Fire Station #2:</b>      |                           |            |                                |         |            |            | <b>1,199.82</b> |
| <b>Dept: 231.000 Building Inspection</b> |                           |            |                                |         |            |            |                 |
| 101-231.000-721.200                      | Other operat              |            |                                |         |            |            |                 |
|  | IMPERIAL HARDWARE CO., I  | 585658/2   | Soil                           | 59254   | 05/06/2020 | 05/15/2020 | 8.72            |
|  |                           |            |                                |         |            |            | <b>8.72</b>     |
| 101-231.000-740.100                      | Repair & ma               |            |                                |         |            |            |                 |
|  | ENTERPRISE FM TRUST///    | FBN3937465 | Vehicle Maintenance Tracking   | 59244   | 05/05/2020 | 05/15/2020 | 108.53          |
|  |                           |            |                                |         |            |            | <b>108.53</b>   |
| <b>Total Dept. Building Inspection:</b>  |                           |            |                                |         |            |            | <b>117.25</b>   |
| <b>Dept: 241.000 Animal Control</b>      |                           |            |                                |         |            |            |                 |
| 101-241.000-721.200                      | Other operat              |            |                                |         |            |            |                 |
|  | IMPERIAL HARDWARE CO., I  | 585719/2   | Tire Foam, Bird Food, Funnel   | 59254   | 05/07/2020 | 05/15/2020 | 29.70           |
|  |                           |            |                                |         |            |            | <b>29.70</b>    |
| <b>Total Dept. Animal Control:</b>       |                           |            |                                |         |            |            | <b>29.70</b>    |
| <b>Dept: 311.000 Engineering</b>         |                           |            |                                |         |            |            |                 |

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| 101-311.000-720.100                         | Office suppli-<br>OFFICE DEPOT, INC.///   | 482698312001  | Toner, Tape, Hlghlghters, Pen   | 59269  | 04/27/2020   | 05/15/2020   | 103.38  |
|   |   |   |   |  |  |  | <u>103.38</u>                                       |
| 101-311.000-720.600                         | Plumbing su<br>LABRUCHERIE IRRIGATION :   | OM9465  | Sprinklers/No. Western  | 59260  | 04/30/2020   | 05/15/2020   | 21.66   |
|   |   |   |   |  |  |  | <u>21.66</u>  |
| 101-311.000-740.410                         | Vehicle & Eq<br>ENTERPRISE FM TRUST///  | FBN3937465  | Vehicle Maintenance Tracking  | 59244  | 05/05/2020   | 05/15/2020   | 626.82  |
|   |   |   |   |  |  |  | <u>626.82</u>                                       |
|   |   |   |   |  |  |  | <b>Total Dept. Engineering: 751.86</b>              |
| <b>Dept: 511.000 Parks</b>                  |   |   |   |  |  |  |   |
| 101-511.000-720.600                         | Plumbing su<br>LABRUCHERIE IRRIGATION :<br>LABRUCHERIE IRRIGATION :   | OM9500<br>OM9493  | Primer<br>Adapter, Union, Nipple, Valve   | 59260<br>59260                                     | 05/01/2020<br>05/01/2020   | 05/15/2020<br>05/15/2020   | 7.57<br>101.07                                      |
|   |   |   |   |  |  |  | <u>108.64</u>                                       |
| 101-511.000-720.800                         | Janitorial sup<br>WAXIE SANITARY SUPPLY///  | 79132409  | Janitorial Supplies   | 59290  | 04/30/2020   | 05/15/2020   | 259.29  |
|   |   |   |   |  |  |  | <u>259.29</u>                                       |
| 101-511.000-721.200                         | Other operat<br>ELMS EQUIPMENT///<br>ELMS EQUIPMENT///<br>ELMS EQUIPMENT///<br>IMPERIAL HARDWARE CO., I<br>IMPERIAL HARDWARE CO., I<br>K-C WELDING RENTALS, INC | 1090293-0001<br>1090335-0001<br>1090313-0001<br>585058/2<br>585011/2<br>30061 | Weedeater Head<br>Weedeater Line<br>Weedeater Line, Oil<br>Cable Ties, Box Connector<br>Blades, Connector, Bushing<br>Hinge | 59241<br>59241<br>59241<br>59254<br>59254<br>59258 | 04/28/2020<br>04/30/2020<br>04/29/2020<br>04/30/2020<br>04/30/2020<br>05/04/2020 | 05/15/2020<br>05/15/2020<br>05/15/2020<br>05/15/2020<br>05/15/2020<br>05/15/2020 | 25.19<br>44.75<br>100.01<br>11.42<br>30.12<br>36.62 |
|   |   |   |   |  |  |  | <u>248.11</u>                                       |
| 101-511.000-721.900                         | Small tools &<br>K-C WELDING RENTALS, INC   | 29993   | Hitch Ball Mount, Curt Pintle   | 59258  | 04/29/2020   | 05/15/2020   | 495.63  |
|   |   |   |   |  |  |  | <u>495.63</u>                                       |
| 101-511.000-725.200                         | Electricity<br>IMPERIAL IRRIGATION DISTF<br>IMPERIAL IRRIGATION DISTF   |   | Power Bills 3/31/20-4/27/20<br>Power Bills 3/27/20-4/24/20  | 59255<br>59255                                     | 04/30/2020<br>04/29/2020   | 05/15/2020<br>05/15/2020   | 268.31<br>567.81                                    |
|   |   |   |   |  |  |  | <u>836.12</u>                                       |
| 101-511.000-740.100                         | Repair & ma<br>ELMS EQUIPMENT///<br>OK RUBBER TIRES///<br>O'REILLY AUTO PARTS<br>O'REILLY AUTO PARTS  | 0000010903150001<br>73699<br>2648-227514<br>2648-228209                       | Trimmer Repair<br>Tire Repair #85 Parks<br>Battery/Tractor<br>Bulb #47 Parks  | 59241<br>59271<br>59268<br>59268                   | 04/29/2020<br>04/28/2020<br>04/24/2020<br>04/28/2020                             | 05/15/2020<br>05/15/2020<br>05/15/2020<br>05/15/2020                             | 45.44<br>24.95<br>5.92<br>6.36                      |
|   |   |   |   |  |  |  | <u>82.67</u>  |
|   |   |   |   |  |  |  | <b>Total Dept. Parks: 2,030.46</b>                  |
| <b>Dept: 521.000 Recreation &amp; Lion:</b> |   |   |   |  |  |  |   |
| 101-521.000-720.100                         | Office suppli<br>STAPLES BUSINESS CREDIT<br>STAPLES BUSINESS CREDIT   | 7307006407-0-2<br>7307006407-0-1  | Mouse Pad<br>Air Dusters  | 59281<br>59281                                     | 04/16/2020<br>04/20/2020   | 05/15/2020<br>05/15/2020   | 3.18<br>35.55                                       |
|   |   |   |   |  |  |  | <u>38.73</u>  |
| 101-521.000-720.300                         | Chemicals<br>BRENNTAG PACIFIC INC.///<br>BRENNTAG PACIFIC INC.///   | BPI43263<br>BPI44812  | Sodium Hypochlorite<br>Sodium Hypochlorite  | 59233<br>59233                                     | 04/24/2020<br>04/30/2020   | 05/15/2020<br>05/15/2020   | 1,207.78<br>721.29                                  |
|   |   |   |   |  |  |  | <u>1,929.07</u>                                     |
| 101-521.000.720.800                         | Janitorial suj  |   |   |  |  |  |   |

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|                     | WAXIE SANITARY SUPPLY///  | 79128343         | Janitorial Supplies          | 59290   | 04/29/2020 | 05/15/2020 | 108.44   |
|                     | WAXIE SANITARY SUPPLY///  | 79132409         | Janitorial Supplies          | 59290   | 04/30/2020 | 05/15/2020 | 259.28   |
|                     |                           |                  |                              |         |            |            | <u>367.72</u>  |
| 101-521 000-721 100 | Uniforms                  |                  |                              |         |            |            |  |
|                     | K-C WELDING RENTALS, INC  | 128335           | Safety Boots/Fanny Posada    | 59258   | 05/05/2020 | 05/15/2020 | 167.78   |
|                     |                           |                  |                              |         |            |            | <u>167.78</u>  |
| 101-521.000-721.200 | Other operat              |                  |                              |         |            |            |  |
|                     | BIG STATE INDUSTRIAL SUP  | 1386955          | Hand Cleaner, Safety Glasses | 59231   | 04/23/2020 | 05/15/2020 | 414.72   |
|                     | IMPERIAL HARDWARE CO., I  | 584913/2         | Lockset, Hand Sanitizer/     | 59254   | 04/29/2020 | 05/15/2020 | 84.73  |
|                     | IMPERIAL HARDWARE CO., I  | 584913/2         | Lockset, Hand Sanitizer/     | 59254   | 04/29/2020 | 05/15/2020 | 118.51   |
|                     | NUCO2///                  | 62836754         | Detector, Sensor Kit         | 59267   | 05/01/2020 | 05/15/2020 | 26.31  |
|                     | REDDY ICE CORPORATION/    | 1060124373       | Ice                          | 59275   | 04/30/2020 | 05/15/2020 | 304.82   |
|                     | STAPLES BUSINESS CREDIT   | 7306569564-0-1   | Facial Tissue                | 59281   | 03/31/2020 | 05/15/2020 | 29.06  |
|                     |                           |                  |                              |         |            |            | <u>978.15</u>  |
| 101-521.000-725.200 | Electricity               |                  |                              |         |            |            |  |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/27/20-4/24/20  | 59255   | 04/29/2020 | 05/15/2020 | 2,377.99   |
|                     |                           |                  |                              |         |            |            | <u>2,377.99</u>  |
| 101-521 000-740.200 | Cleaning ser              |                  |                              |         |            |            |  |
|                     | ALSCO AMERICAN LINEN DI   | LYUM1460484      | Cleaning Services            | 59226   | 05/06/2020 | 05/15/2020 | 48.27  |
|                     |                           |                  |                              |         |            |            | <u>48.27</u>   |
|                     |                           |                  |                              |         |            |            | <b>total Dept. Recreation &amp; Lions Center: 5,907.71</b> |
| Dept: 522.000       | Senior Citizens Ce        |                  |                              |         |            |            |  |
| 101-522.000-725.200 | Electricity               |                  |                              |         |            |            |  |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/31/20-4/27/20  | 59255   | 04/30/2020 | 05/15/2020 | 273.46   |
|                     |                           |                  |                              |         |            |            | <u>273.46</u>  |
|                     |                           |                  |                              |         |            |            | <b>Total Dept. Senior Citizens Center: 273.46</b>          |
| Dept: 551.000       | Library                   |                  |                              |         |            |            |  |
| 101-551.000-725.200 | Electricity               |                  |                              |         |            |            |  |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/31/20-4/27/20  | 59255   | 04/30/2020 | 05/15/2020 | 23.39  |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/27/20-4/24/20  | 59255   | 04/29/2020 | 05/15/2020 | 535.00   |
|                     |                           |                  |                              |         |            |            | <u>558.39</u>  |
|                     |                           |                  |                              |         |            |            | <b>Total Dept. Library: 558.39</b>                         |
|                     |                           |                  |                              |         |            |            | <b>Total Fund General Fund: 68,634.24</b>                  |
| Fund: 211           | Gas Tax                   |                  |                              |         |            |            |  |
| Dept: 312.000       | Street Maintenanc         |                  |                              |         |            |            |  |
| 211-312.000-721.200 | Other operat              |                  |                              |         |            |            |  |
|                     | ELMS EQUIPMENT///         | 1090325-0001     | Rider Plate, Thrust Washer,  | 59241   | 04/29/2020 | 05/15/2020 | 64.30  |
|                     | IMPERIAL HARDWARE CO., I  | 584884/2         | Sprayer/ROW                  | 59254   | 04/29/2020 | 05/15/2020 | 41.69  |
|                     | IMPERIAL HARDWARE CO., I  | 584945/2         | Weed Killer/ROW              | 59254   | 04/29/2020 | 05/15/2020 | 67.86  |
|                     | IMPERIAL HARDWARE CO., I  | 585002/2         | Roller Covers/Curb Painting  | 59254   | 04/30/2020 | 05/15/2020 | 38.75  |
|                     |                           |                  |                              |         |            |            | <u>212.60</u>  |
| 211-312 000-725.200 | Electricity               |                  |                              |         |            |            |  |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/31/20-4/27/20  | 59255   | 04/30/2020 | 05/15/2020 | 133.73   |
|                     | IMPERIAL IRRIGATION DISTF |                  | Power Bills 3/27/20-4/24/20  | 59255   | 04/29/2020 | 05/15/2020 | 203.61   |
|                     |                           |                  |                              |         |            |            | <u>337.34</u>  |
| 211-312 000-740.100 | Repair & ma               |                  |                              |         |            |            |  |
|                     | ELMS EQUIPMENT///         | 0000010903410001 | Repair Hand Held Blower/ROW  | 59241   | 04/30/2020 | 05/15/2020 | 48.94  |
|                     | ENTERPRISE FM TRUST///    | FBN3937465       | Vehicle Maintenance Tracking | 59244   | 05/05/2020 | 05/15/2020 | 1,368.24   |
|                     |                           |                  |                              |         |            |            | <u>1,417.18</u>  |

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| <b>Dept. Street Maintenance &amp; Improve.:</b>   |                          |                |                                |         |            |            | <b>1,967.12</b>  |
| <b>Total Fund Gas Tax:</b>                        |                          |                |                                |         |            |            | <b>1,967.12</b>  |
| <b>Fund: 213 SB 821 - Ped. &amp; Bic. F;</b>      |                          |                |                                |         |            |            |                  |
| <b>Dept: 313.000 Bicycle &amp; Pedestri</b>       |                          |                |                                |         |            |            |                  |
| 213-313.000-730.200 Technical se                  |                          |                |                                |         |            |            |                  |
| ARC INDUSTRIES///                                 |                          |                |                                |         |            |            |                  |
|   |                          | 7306           | Cleaning Services/Bus Shelters | 59227   | 05/04/2020 | 05/15/2020 | 231.93           |
|   |                          |                |                                |         |            |            | <b>231.93</b>    |
| <b>213-313.000-740.100 Repair &amp; ma</b>        |                          |                |                                |         |            |            |                  |
| AA ELECTRIC///                                    |                          |                |                                |         |            |            |                  |
|   |                          | 339            | Install Wall Light/Transit     | 59224   | 05/02/2020 | 05/15/2020 | 221.96           |
|   |                          | 85998          | Install Camera/Transit Station | 59283   | 05/04/2020 | 05/15/2020 | 890.00           |
|   |                          |                |                                |         |            |            | <b>1,111.96</b>  |
| <b>Total Dept. Bicycle &amp; Pedestrian Fac.:</b> |                          |                |                                |         |            |            | <b>1,343.89</b>  |
| <b>SB 821 - Ped. &amp; Bic. Fac.:</b>             |                          |                |                                |         |            |            | <b>1,343.89</b>  |
| <b>Fund: 215 Measure D - Sales Tax</b>            |                          |                |                                |         |            |            |                  |
| <b>Dept: 312.000 Street Maintenance</b>           |                          |                |                                |         |            |            |                  |
| 215-312.000-730.200 Technical se                  |                          |                |                                |         |            |            |                  |
| ALLIED WASTE SERVICES #                           |                          |                |                                |         |            |            |                  |
|   |                          | 0467-001573908 | Street Sweeping 4/1-4/30/20    | 59225   | 04/30/2020 | 05/15/2020 | 18,490.05        |
|   |                          |                |                                |         |            |            | <b>18,490.05</b> |
| <b>Dept. Street Maintenance &amp; Improve.:</b>   |                          |                |                                |         |            |            | <b>18,490.05</b> |
| <b>nd Measure D - Sales Tax:</b>                  |                          |                |                                |         |            |            | <b>18,490.05</b> |
| <b>Fund: 222 Law Enforcement</b>                  |                          |                |                                |         |            |            |                  |
| <b>Dept: 211.200 Asset Forfeiture-Fr</b>          |                          |                |                                |         |            |            |                  |
| 222-211.200-721.900 Small tools &                 |                          |                |                                |         |            |            |                  |
| FLOCK SAFETY///                                   |                          |                |                                |         |            |            |                  |
|   |                          | A0193FBD-0001  | Automated License Plate        | 59247   | 05/06/2020 | 05/15/2020 | 2,000.00         |
|   |                          |                |                                |         |            |            | <b>2,000.00</b>  |
| <b>Total Dept. Asset Forfeiture-Federal:</b>      |                          |                |                                |         |            |            | <b>2,000.00</b>  |
| <b>al Fund Law Enforcement:</b>                   |                          |                |                                |         |            |            | <b>2,000.00</b>  |
| <b>Fund: 241 Bernardo Padilla Land</b>            |                          |                |                                |         |            |            |                  |
| <b>Dept: 511.100 Parks, Landscape</b>             |                          |                |                                |         |            |            |                  |
| 241-511.100-725.200 Electricity                   |                          |                |                                |         |            |            |                  |
| IMPERIAL IRRIGATION DIST                          |                          |                |                                |         |            |            |                  |
|   |                          |                | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 26.16            |
|   |                          |                |                                |         |            |            | <b>26.16</b>     |
| <b>l Dept. Parks, Landscape &amp; Lighting:</b>   |                          |                |                                |         |            |            | <b>26.16</b>     |
| <b>rnardo Padilla Land/Light:</b>                 |                          |                |                                |         |            |            | <b>26.16</b>     |
| <b>Fund: 243 CFD 05-1 Victoria Park</b>           |                          |                |                                |         |            |            |                  |
| <b>Dept: 195.000 Comm Fac Dist</b>                |                          |                |                                |         |            |            |                  |
| 243-195.000-720.600 Plumbing su                   |                          |                |                                |         |            |            |                  |
|   | LABRUCHERIE IRRIGATION : | OM9322         | Return Couplings               | 59260   | 04/24/2020 | 05/15/2020 | -6.11            |
|   | LABRUCHERIE IRRIGATION : | OM9366         | Return Tape                    | 59260   | 04/27/2020 | 05/15/2020 | -10.67           |
|   | LABRUCHERIE IRRIGATION : | OM9321         | Couplings/Malan & 2nd          | 59260   | 04/24/2020 | 05/15/2020 | 10.67            |
|   |                          |                |                                |         |            |            | <b>-6.11</b>     |
| <b>Total Dept. Comm Fac Dist:</b>                 |                          |                |                                |         |            |            | <b>-6.11</b>     |
| <b>id CFD 05-1 Victoria Park:</b>                 |                          |                |                                |         |            |            | <b>-6.11</b>     |

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| <b>Fund: 246 CFD 06-1 Malan Park</b> |                          |              |                                |         |            |            |  |
| <b>Dept: 195.000 Comm Fac Dist</b>   |                          |              |                                |         |            |            |  |
| 246-195.000-720.600 Plumbing su      |                          |              |                                |         |            |            |  |
|                                      | LABRUCHERIE IRRIGATION : | OM9351       | Valve/Malan & 1st Street       | 59260   | 04/27/2020 | 05/15/2020 | 83.29                                  |
|                                      | LABRUCHERIE IRRIGATION : | OM9368       | Couplings, Tubing/Malan & 1st  | 59260   | 04/27/2020 | 05/15/2020 | 17.94                                  |
|                                      |                          |              |                                |         |            |            | <b>101.23</b>                          |
|                                      |                          |              |                                |         |            |            | <b>101.23</b>                          |
|                                      |                          |              |                                |         |            |            | <b>und CFD 06-1 Malan Park: 101.23</b> |
| <b>Fund: 501 Water</b>               |                          |              |                                |         |            |            |  |
| <b>Dept: 000.000</b>                 |                          |              |                                |         |            |            |  |
| 501-000.000-205.200 Water depos      |                          |              |                                |         |            |            |  |
|                                      | DURAN JR/ARTHUR//        |              | Rfnd Deposit 1128 Pater Street | 59240   | 05/08/2020 | 05/15/2020 | 104.61                                 |
|                                      | JAUREGUI JR/JESSE//      |              | Rfnd Dep 111 Mackenzie Place   | 59257   | 05/08/2020 | 05/15/2020 | 69.13                                  |
|                                      | SILVA/MARIA ISABEL//     |              | Refund Deposit 116 W C Street  | 59278   | 05/07/2020 | 05/15/2020 | 132.59                                 |
|                                      | SOLIS/FRANCISCA//        |              | Rfnd Deposit 966 Dominguez Ct  | 59279   | 05/07/2020 | 05/15/2020 | 111.15                                 |
|                                      |                          |              |                                |         |            |            | <b>417.48</b>                          |
|                                      |                          |              |                                |         |            |            | <b>Total Dept. 000000: 417.48</b>      |
| <b>Dept: 321.000 Water Treatment</b> |                          |              |                                |         |            |            |  |
| 501-321.000-720.300 Chemicals        |                          |              |                                |         |            |            |  |
|                                      | BRENNTAG PACIFIC INC.//  | BPI44608     | Sodium Hypochlorite            | 59233   | 04/29/2020 | 05/15/2020 | 7,561.53                               |
|                                      |                          |              |                                |         |            |            | <b>7,561.53</b>                        |
| 501-321.000-720.500 Electrical su    |                          |              |                                |         |            |            |  |
|                                      | IMPERIAL HARDWARE CO., I | 584980/2     | Keys, Bulb, Fluorescent Tube   | 59254   | 04/29/2020 | 05/15/2020 | 48.47                                  |
|                                      | ONESOURCE DISTRIBUTOR    | S6427626.001 | UPS Battery Backup             | 59272   | 04/21/2020 | 05/15/2020 | 783.32                                 |
|                                      | ONESOURCE DISTRIBUTOR    | S6444085.001 | Switch, Push-Pull Bulbon       | 59272   | 04/30/2020 | 05/15/2020 | 555.73                                 |
|                                      |                          |              |                                |         |            |            | <b>1,387.52</b>                        |
| 501-321.000-720.600 Plumbing su      |                          |              |                                |         |            |            |  |
|                                      | LABRUCHERIE IRRIGATION : | OM9470       | Ball Valves, PVC Pipe, Ell     | 59260   | 04/30/2020 | 05/15/2020 | 214.69                                 |
|                                      |                          |              |                                |         |            |            | <b>214.69</b>                          |
| 501-321.000-721.200 Other operat     |                          |              |                                |         |            |            |  |
|                                      | BRAWLEY TRACTOR PARTS,   | 0040891      | Pipe Tap                       | 59232   | 05/06/2020 | 05/15/2020 | 104.06                                 |
|                                      | IMPERIAL HARDWARE CO., I | 584974/2     | Couplings, Air Duster, Hand    | 59254   | 04/29/2020 | 05/15/2020 | 9.69                                   |
|                                      | IMPERIAL HARDWARE CO., I | 584974/2     | Couplings, Air Duster, Hand    | 59254   | 04/29/2020 | 05/15/2020 | 25.16                                  |
|                                      | IMPERIAL HARDWARE CO., I | 585204/2     | Mouse Trap, Shopvac            | 59254   | 05/01/2020 | 05/15/2020 | 92.65                                  |
|                                      | IMPERIAL HARDWARE CO., I | 585280/2     | Sprayer, Coupling, Straw Hat   | 59254   | 05/02/2020 | 05/15/2020 | 59.56                                  |
|                                      | IMPERIAL HARDWARE CO., I | 584980/2     | Keys, Bulb, Fluorescent Tube   | 59254   | 04/29/2020 | 05/15/2020 | 8.11                                   |
|                                      | LABRUCHERIE IRRIGATION : | OM9506       | Channel Lock                   | 59260   | 05/01/2020 | 05/15/2020 | 81.77                                  |
|                                      | LABRUCHERIE IRRIGATION : | OM9609       | Channel Lock                   | 59260   | 05/06/2020 | 05/15/2020 | 36.13                                  |
|                                      |                          |              |                                |         |            |            | <b>417.13</b>                          |
| 501-321.000-730.100 Professional     |                          |              |                                |         |            |            |  |
|                                      | FERNANDO RUIZ, INC.//    | 145303       | Hazardous Material Business    | 59245   | 04/08/2020 | 05/15/2020 | 1,250.00                               |
|                                      |                          |              |                                |         |            |            | <b>1,250.00</b>                        |
| 501-321.000-740.100 Repair & ma      |                          |              |                                |         |            |            |  |
|                                      | STOFFEL ELECTRIC.//      | 473          | Install UPS/WTP                | 59282   | 04/19/2020 | 05/15/2020 | 810.00                                 |
|                                      |                          |              |                                |         |            |            | <b>810.00</b>                          |
| 501-321.000-740.200 Cleaning ser     |                          |              |                                |         |            |            |  |
|                                      | ALSCO AMERICAN LINEN DIV | LYUM1460491  | Cleaning Services              | 59226   | 05/06/2020 | 05/15/2020 | 57.85                                  |
|                                      |                          |              |                                |         |            |            | <b>57.85</b>                           |
| 501-321.000-750.200 Communicat       |                          |              |                                |         |            |            |  |
|                                      | AT&T                     |              | U-Verse Internet 5/1-5/31      | 59228   | 04/30/2020 | 05/15/2020 | 70.33                                  |

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|   |   |              |                                |         |            |            | <b>70.33</b>                                     |
| 501-321.000-750.650                     | Taxes, Fees,<br>UNDERGROUND SERVICE A     | dsb20191944  | CA State Fee for Regulatory    | 59285   | 05/01/2020 | 05/15/2020 | 26.61  |
|   |   |              |                                |         |            |            | <b>26.61</b>                                     |
|   |   |              |                                |         |            |            | <b>Total Dept. Water Treatment: 11,795.66</b>    |
| <b>Dept: 322.000 Water Distribution</b> |   |              |                                |         |            |            |  |
| 501-322.000-720.100                     | Office suppli<br>OFFICE DEPOT, INC ///    | 482698312001 | Toner, Tape, Highlighters, Pen | 59269   | 04/27/2020 | 05/15/2020 | 223.98   |
|   |   |              |                                |         |            |            | <b>223.98</b>                                    |
| 501-322.000-721.100                     | Uniforms<br>K-C WELDING RENTALS, INC      | 30037        | Safety Boots/Jonathan Sahagun  | 59258   | 05/01/2020 | 05/15/2020 | 229.48   |
|   |   |              |                                |         |            |            | <b>229.48</b>                                    |
| 501-322.000-721.200                     | Other operat<br>CORE & MAIN LP///         | M260098      | Meter Box Lid                  | 59236   | 04/27/2020 | 05/15/2020 | 41.98  |
|   | IMPERIAL HARDWARE CO., I                  | 580611/2     | Lysol Cleaner, Spray Bottle    | 59254   | 03/13/2020 | 05/15/2020 | 44.76  |
|   | IMPERIAL HARDWARE CO., I                  | 581200/2     | Keys, Rags                     | 59254   | 03/20/2020 | 05/15/2020 | 11.85  |
|   | IMPERIAL HARDWARE CO., I                  | 585337/2     | Weed Killer, Towels, Tool Box  | 59254   | 05/04/2020 | 05/15/2020 | 61.26  |
|   | IMPERIAL HARDWARE CO., I                  | 584327/2     | Keys                           | 59254   | 04/22/2020 | 05/15/2020 | 18.93  |
|   | MALLORY SAFETY & SUPPLY                   | 4835787      | Face Coverings/COVID-19        | 59262   | 04/29/2020 | 05/15/2020 | 128.23   |
|   | MALLORY SAFETY & SUPPLY                   | 4834832      | Face Coverings/COVID-19        | 59262   | 04/28/2020 | 05/15/2020 | 161.63   |
|   | MALLORY SAFETY & SUPPLY                   | 4834160      | Safety Vest, Hard Hat, Gloves  | 59262   | 04/27/2020 | 05/15/2020 | 47.63  |
|   |   |              |                                |         |            |            | <b>516.27</b>                                    |
| 501-322.000-725.200                     | Electricity<br>IMPERIAL IRRIGATION DISTF  |              | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 6,205.60   |
|   | IMPERIAL IRRIGATION DISTF                 |              | Power Bills 3/27/20-4/24/20    | 59255   | 04/29/2020 | 05/15/2020 | 19,143.33  |
|   |   |              |                                |         |            |            | <b>25,348.93</b>                                 |
| 501-322.000-730.200                     | Technical se<br>LINKO TECHNOLOGY INC///   | 6159         | Backflow Prevention Management | 59261   | 09/20/2019 | 05/15/2020 | 450.00   |
|   |   |              |                                |         |            |            | <b>450.00</b>                                    |
| 501-322.000-740.100                     | Repair & ma<br>ENTERPRISE FM TRUST///     | FBN3937465   | Vehicle Maintenance Tracking   | 59244   | 05/05/2020 | 05/15/2020 | 1,738.46   |
|   |   |              |                                |         |            |            | <b>1,738.46</b>                                  |
| 501-322.000-750.200                     | Communica<br>UNDERGROUND SERVICE A        | 420200066    | Dig Alert Tickets              | 59285   | 05/01/2020 | 05/15/2020 | 74.35  |
|   |   |              |                                |         |            |            | <b>74.35</b>                                     |
|   |   |              |                                |         |            |            | <b>Total Dept. Water Distribution: 28,581.47</b> |
|   |   |              |                                |         |            |            | <b>Total Fund Water: 40,794.61</b>               |
| <b>Fund: 511 Wastewater</b>             |   |              |                                |         |            |            |  |
| <b>Dept: 331.000 Wastewater Collec</b>  |   |              |                                |         |            |            |  |
| 511-331.000-440.730                     | Sewer servic<br>GARCIA/MARTHA//           |              | Rfnd Ovrpmt 1132 Pecan Street  | 59249   | 05/06/2020 | 05/15/2020 | 30.62  |
|   |   |              |                                |         |            |            | <b>30.62</b>                                     |
| 511-331.000-721.200                     | Other operat<br>HAAKER EQUIPMENT CO., I   | C60486       | Ball Valve                     | 59250   | 03/11/2020 | 05/15/2020 | 274.60   |
|   | IMPERIAL HARDWARE CO., I                  | 579684/2     | Marking Spray                  | 59254   | 03/04/2020 | 05/15/2020 | 12.59  |
|   | K-C WELDING RENTALS, INC                  | 29984        | Adapter Sleeve                 | 59258   | 04/29/2020 | 05/15/2020 | 25.85  |
|   | MALLORY SAFETY & SUPPLY                   | 4812128      | Gloves                         | 59262   | 03/20/2020 | 05/15/2020 | 47.37  |
|   |   |              |                                |         |            |            | <b>360.41</b>                                    |
| 511-331.000-721.900                     | Small tools &<br>MCR TECHNOLOGIES, INC/// | 38960        | Battery Charger, Coupler       | 59264   | 04/22/2020 | 05/15/2020 | 255.37   |

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|   |                           |              |                                |         |            |            | <b>255.37</b>    |
| 511-331 000-725.200                       | Electricity               |              |                                |         |            |            |                  |
|   | IMPERIAL IRRIGATION DISTF |              | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 552.91           |
|   | IMPERIAL IRRIGATION DISTF |              | Power Bills 3/27/20-4/24/20    | 59255   | 04/29/2020 | 05/15/2020 | 122.84           |
|   |                           |              |                                |         |            |            | <b>675.75</b>    |
| 511-331.000-730.200                       | Technical ser             |              |                                |         |            |            |                  |
|   | BSK ASSOCIATES///         | RD00298      | Pretreatment Testing           | 59234   | 04/30/2020 | 05/15/2020 | 650.00           |
|   |                           |              |                                |         |            |            | <b>650.00</b>    |
| 511-331 000-740.410                       | Vehicle & Eq              |              |                                |         |            |            |                  |
|   | ENTERPRISE FM TRUST///    | FBN3937465   | Vehicle Maintenance Tracking   | 59244   | 05/05/2020 | 05/15/2020 | 624.34           |
|   |                           |              |                                |         |            |            | <b>624.34</b>    |
| <b>Total Dept. Wastewater Collection:</b> |                           |              |                                |         |            |            | <b>2,596.49</b>  |
| <b>Dept: 332.000 Wastewater treatm</b>    |                           |              |                                |         |            |            |                  |
| 511-332 000-720.300                       | Chemicals                 |              |                                |         |            |            |                  |
|   | USA BLUEBOOK, INC///      | 217070       | BOD Solution, Replacement Cap. | 59287   | 04/24/2020 | 05/15/2020 | 392.71           |
|   |                           |              |                                |         |            |            | <b>392.71</b>    |
| 511-332 000-720.500                       | Electrical sup            |              |                                |         |            |            |                  |
|   | IMPERIAL HARDWARE CO., I  | 584286/2     | Surge Strip                    | 59254   | 04/22/2020 | 05/15/2020 | 28.00            |
|   |                           |              |                                |         |            |            | <b>28.00</b>     |
| 511-332 000-721.200                       | Other operat              |              |                                |         |            |            |                  |
|   | IMPERIAL HARDWARE CO., I  | 584659/2     | Weed Killer, Mattock Cutter    | 59254   | 04/26/2020 | 05/15/2020 | 70.67            |
|   |                           |              |                                |         |            |            | <b>70.67</b>     |
| 511-332.000-721.900                       | Small tools &             |              |                                |         |            |            |                  |
|   | IMPERIAL HARDWARE CO., I  | 584659/2     | Weed Killer, Mattock Cutter    | 59254   | 04/26/2020 | 05/15/2020 | 24.23            |
|   |                           |              |                                |         |            |            | <b>24.23</b>     |
| 511-332.000-730.200                       | Technical ser             |              |                                |         |            |            |                  |
|   | BABCOCK LABORATORIES, I   | CD02253-2441 | Wastewater Analysis            | 59230   | 04/28/2020 | 05/15/2020 | 635.00           |
|   | BABCOCK LABORATORIES, I   | CD02254-2441 | Wastewater Analysis            | 59230   | 04/28/2020 | 05/15/2020 | 181.00           |
|   | BABCOCK LABORATORIES, I   | CD02347-2441 | Wastewater Analysis            | 59230   | 04/29/2020 | 05/15/2020 | 388.00           |
|   | EMPIRE SOUTHWEST LLC///   | EPWK0483938  | Full System Inspection/Lift    | 59243   | 05/04/2020 | 05/15/2020 | 252.00           |
|   | FLUID COMPONENTS INTER    | 1132375      | Recalibrate Flowmeter          | 59248   | 04/26/2020 | 05/15/2020 | 18.86            |
|   | FLUID COMPONENTS INTER    | 1132375      | Recalibrate Flowmeter          | 59248   | 04/26/2020 | 05/15/2020 | 1,065.00         |
|   | IV ENVIRONMENTAL LAB INC  | 10028        | Microbiology Analysis          | 59256   | 05/04/2020 | 05/15/2020 | 556.00           |
|   | IV ENVIRONMENTAL LAB INC  | 10030        | Microbiology Analysis          | 59256   | 05/04/2020 | 05/15/2020 | 556.00           |
|   |                           |              |                                |         |            |            | <b>3,651.86</b>  |
| 511-332.000-740.100                       | Repair & ma               |              |                                |         |            |            |                  |
|   | PRECISION ELECTRIC CO IN  | 3-070673     | Electrical Motor Alignment/    | 59274   | 04/23/2020 | 05/15/2020 | 549.69           |
|   | RN ENTERPRISES///         | 2020-029     | Troubleshooting & Rewiring/    | 59276   | 04/24/2020 | 05/15/2020 | 727.51           |
|   | RN ENTERPRISES///         | 2020-132     | Install SCADA System           | 59276   | 05/06/2020 | 05/15/2020 | 4,870.00         |
|   |                           |              |                                |         |            |            | <b>6,147.20</b>  |
| 511-332 000-740.200                       | Cleaning ser              |              |                                |         |            |            |                  |
|   | ALSCO AMERICAN LINEN DI   | LYUM1457438  | Cleaning Services              | 59226   | 04/20/2020 | 05/15/2020 | 109.23           |
|   | ALSCO AMERICAN LINEN DI   | LYUM1458660  | Cleaning Services              | 59226   | 04/27/2020 | 05/15/2020 | 109.23           |
|   |                           |              |                                |         |            |            | <b>218.46</b>    |
| <b>Total Dept. Wastewater treatment:</b>  |                           |              |                                |         |            |            | <b>10,533.13</b> |
| <b>Total Fund Wastewater:</b>             |                           |              |                                |         |            |            | <b>13,129.62</b> |

Fund: 531 Airport

Dept: 351.000 Airport

531-351.000-721.200 Other operat

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|   | ELMS EQUIPMENT///         | 1090339-0001 | Weedeater Heads                | 59241   | 04/30/2020 | 05/15/2020 | 50.38  |
|   | ELMS EQUIPMENT///         | 1090264-0001 | Weedeater Line, Weedeater Head | 59241   | 04/24/2020 | 05/15/2020 | 95.13  |
|   | ELMS EQUIPMENT///         | 1090372-0001 | Filters, Blade Cleaner, Oil    | 59241   | 05/01/2020 | 05/15/2020 | 111.65   |
|   |                           |              |                                |         |            |            | <b>257.16</b>  |
| 531-351.000-725 200                         | Electricity               |              |                                |         |            |            |  |
|   | IMPERIAL IRRIGATION DISTF |              | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 362.13   |
|   |                           |              |                                |         |            |            | <b>362.13</b>  |
|   |                           |              |                                |         |            |            | <b>Total Dept. Airport: 619.29</b>                     |
|   |                           |              |                                |         |            |            | <b>Total Fund Airport: 619.29</b>                      |
| <b>Fund: 601 Maintenance</b>                |                           |              |                                |         |            |            |  |
| <b>Dept: 801.000 Vehicle Maintenance</b>    |                           |              |                                |         |            |            |  |
| 601-801.000-740 100                         | Repair & ma               |              |                                |         |            |            |  |
|   | ENTERPRISE FM TRUST///    | FBN3937465   | Vehicle Maintenance Tracking   | 59244   | 05/05/2020 | 05/15/2020 | 575.14   |
|   |                           |              |                                |         |            |            | <b>575.14</b>  |
|   |                           |              |                                |         |            |            | <b>Total Dept. Vehicle Maintenance Shop: 575.14</b>    |
| <b>Dept: 802.000 Grounds &amp; Facility</b> |                           |              |                                |         |            |            |  |
| 601-802.000-725 200                         | Electricity               |              |                                |         |            |            |  |
|   | IMPERIAL IRRIGATION DISTF |              | Power Bills 3/31/20-4/27/20    | 59255   | 04/30/2020 | 05/15/2020 | 29.96  |
|   |                           |              |                                |         |            |            | <b>29.96</b>   |
|   |                           |              |                                |         |            |            | <b>Dept. Grounds &amp; Facility Maintenance: 29.96</b> |
|   |                           |              |                                |         |            |            | <b>Total Fund Maintenance: 605.10</b>                  |
| <b>Fund: 602 Risk Management</b>            |                           |              |                                |         |            |            |  |
| <b>Dept: 812.000 Unemployment</b>           |                           |              |                                |         |            |            |  |
| 602-812.000-750.110                         | Claims                    |              |                                |         |            |            |  |
|   | EMPLOYMENT DEVELOPMEI     | L0206350048  | 2020 1st Qtr Unemployment      | 1114    | 05/13/2020 | 05/15/2020 | 16,859.00  |
|   |                           |              |                                |         |            |            | <b>16,859.00</b>                                       |
|   |                           |              |                                |         |            |            | <b>Total Dept. Unemployment: 16,859.00</b>             |
|   |                           |              |                                |         |            |            | <b>Total Fund Risk Management: 16,859.00</b>           |
| <b>Fund: 802 Payroll Clearing</b>           |                           |              |                                |         |            |            |  |
| <b>Dept: 000.000</b>                        |                           |              |                                |         |            |            |  |
| 802-000 000-200 003                         | Federal tax v             |              |                                |         |            |            |  |
|   | INTERNAL REVENUE SERVIC   |              | Federal Payroll Taxes          | 1115    | 05/13/2020 | 05/15/2020 | 2,828.06   |
|   |                           |              |                                |         |            |            | <b>2,828.06</b>  |
| 802-000 000-200 004                         | State tax wit             |              |                                |         |            |            |  |
|   | EMPLOYMENT DEVELOPMEI     |              | State Taxes                    | 1114    | 05/13/2020 | 05/15/2020 | 1,325.30   |
|   |                           |              |                                |         |            |            | <b>1,325.30</b>  |
| 802-000.000-200.006                         | Social Secur              |              |                                |         |            |            |  |
|   | INTERNAL REVENUE SERVIC   |              | Federal Payroll Taxes          | 1115    | 05/13/2020 | 05/15/2020 | 890.02   |
|   |                           |              |                                |         |            |            | <b>890.02</b>  |
| 802-000.000-200 007                         | Medicare De               |              |                                |         |            |            |  |
|   | INTERNAL REVENUE SERVIC   |              | Federal Payroll Taxes          | 1115    | 05/13/2020 | 05/15/2020 | 208.15   |
|   |                           |              |                                |         |            |            | <b>208.15</b>  |
| 802-000.000-200 030                         | Employer pa               |              |                                |         |            |            |  |
|   | INTERNAL REVENUE SERVIC   |              | Federal Payroll Taxes          | 1115    | 05/13/2020 | 05/15/2020 | 208.15   |
|   | INTERNAL REVENUE SERVIC   |              | Federal Payroll Taxes          | 1115    | 05/13/2020 | 05/15/2020 | 890.02   |
|   |                           |              |                                |         |            |            | <b>1,098.17</b>  |

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| <b>Total Dept. 000000:</b>          |             |           |               |         |          |            | <b>6,349.70</b>   |
| <b>Total Fund Payroll Clearing:</b> |             |           |               |         |          |            | <b>6,349.70</b>   |
| <b>Grand Total:</b>                 |             |           |               |         |          |            | <b>170,913.90</b> |

*TAS*  
*05/15/2020*

**CITY OF BRAWLEY**  
**April 7, 2020**

The City Council of the City of Brawley, California met in regular session at 6:00 PM, City Council Chambers, 383 Main, Brawley, California, the date, time and place duly established for the holding of said meeting. The City Clerk attests to the posting of the agenda pursuant to G.C. §54954.2.

**Mayor Kastner-Jauregui** called the meeting to order @ 6:15 PM

**PRESENT:** Couchman, Hamby, Kastner-Jauregui, Nava, Wharton  
**ABSENT:** None

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Couchman/Nava 5-0

**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.

**To maintain social distancing, physical presence is strongly discouraged. Alternative methods of participation are encouraged and should a member of the public wish to provide public comments, please submit written comments via email to [abenavides@brawley-ca.gov](mailto:abenavides@brawley-ca.gov) or contact the City Clerk's Office at 760/351.3080. The deadline to submit comments is 2PM on April 7, 2020.**

State of California Governor Gavin Newsom waived specific portions of the Brown Act by Executive Order for the period that social distancing measures are recommended and required by state and local public health officials. The waiver of Brown Act provisions requires:

- a. Members of the public are allowed to observe and address public meetings telephonically or through other electronic means.
- b. Procedures "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").
- c. Notice of the procedure is provided for making requests for such reasonable accommodation with the notice for any public meeting.
- d. **Katie Luna, CEO for the Brawley Chamber of Commerce** submitted a letter. Chamber of Commerce offices are currently closed but could staff can be contacted via by phone, email or social media platforms. A business recovery task force has been formed with the Brawley Chamber leading the effort and many local partners. The focus is to assist local businesses with securing funds during this emergency period. More information can be accessed by visiting their website at [ivbizrecovery.com](http://ivbizrecovery.com) or calling the Brawley Chamber of Commerce Office at 760-344-3160.
- e. **Johnn Sample, Community Member**, provided public comments noting concern about dead trees in the City. They should be removed in 2020. The river bottom fire prompted him to ask that the effort be prioritized. He urges the City to establish a Save a Tree Campaign teaching school age youth about saving the trees. He also asks that trees be replaced with monies received from CalFire. He reminds the City Council that community health and well-being are in the hands of the City Council.
- f. **Mayor Kastner-Jauregui** presented the Proclamation declaring April 2020 as Autism Awareness Month &



Water Solutions USA, plus Contingency Amount to be determined based on Field Conditions. m/s/c Nava/Couchman 5-0

- b. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Fire Department in the Amount of \$47,683.39.

The City Council **approved** Resolution No. 202-26: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Fire Department in the amount of \$47,683.39. m/s/c Nava/Wharton 5-0

- c. Discussion and Potential Action re: Emergency Replacement of Three Failing Air Conditioning Units at the Brawley Police Department.
  - i. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Declaring an Emergency, Ratifying Action taken by the City Manager to Award a Contract to Desert Air Conditioning in the amount of \$31,710.00

The City Council **approved** Resolution No. 2020-27: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Police Department for \$31,710.00. m/s/c Nava/Couchman

- ii. Adopt Resolution No. 2020-: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Police Department for \$31,710.00.

The City Council **approved** Resolution No. 2020-28: Resolution of the City Council of the City of Brawley, California Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Police Department for \$31,710.00. m/s/c Nava/Couchman

## **5. INFORMATIONAL REPORTS**

- a. Record of Building Permits for February, 2020 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official.

## **6. DEPARTMENTAL REPORTS**

- a. Monthly Staff Report for April 2020, Prepared by Personnel & Risk Management Administrator Shirley Bonillas.
- b. Update on Emergency Construction Project at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins by Public Works Director Guillermo Sillas, PE.
  - 1) Contractor completed the electrical connection of the motors and tested the system. This week, the contractor is scheduled to connect a Limit Switch, which is a protection system that will enable the SCADA system to stop the mechanism if there is a problem with the components.

## **7. CITY COUNCIL MEMBER REPORTS**

**Couchman:** People are struggling with COVID-19. Everyone is encouraged everyone to stay safe, wear masks in public, and support local businesses. The river bottom fire involved great work from many different agencies.

- Nava:** Fire involved great work between City and County Fire Departments and all other agencies, communicating and working together. With reference to COVID-19, the community must work together to get through these unusual times, follow guidelines such as social distancing, wearing masks and staying home. The City will continue to post videos and information to inform citizens of update. Thanked fellow Council Members and staff for helping each other during this time.
- Wharton:** Expressed gratitude for City and County Fire Departments and all other agencies who helped with the fire at the river bottom. Thanked citizens who are following COVID-19 guidelines. Expressed gratitude to be part of a community that helps each other and supports one another during this pandemic.
- Hamby:** Has fielded calls from citizens regarding business reopening. With reference to the fire, everyone came together to assist and limit the damage.
- Kastner-Jauregui:** Glad to see everyone work towards one common effort with the river bottom fire. Reminded to maintain social distancing to help control the spread. Thanked CM Nava and CM Wharton for the informative videos. Current information is also being posted The Hub at Brawley EOC.

**8. CITY MANAGER REPORT**

- 1) Thanked all agencies and community members involved with the river bottom fire. It was a remarkable mutual aid effort and a reminder of why it is so important to invest in relationships with other agencies. When needed, the combined effort helps keep our community safe.
- 2) A letter of support from the City was requested by Comite Civico. They are pursuing a joint application to the State of California Strategic Growth Transformative Climate Communities Program with the County of Imperial County Air Pollution Control District. The proposed activity aims to focus attention on the northeast quadrant of Brawley.

**9. CITY ATTORNEY REPORT** None to report

**10. CITY CLERK REPORT** None to report

**11. CLOSED SESSION**

EXISTING LITIGATION (California Government Code §54956.9)

- a. Conference with Legal Counsel – One (1) Case
  - i. Frankie Rodriguez, Pablo C. Lopez, Marco A. Garcia, Omar Balderas, Gerardo Vindiola, David Villalobos, Julian Jimenez, Ricardo Rosales, Daniel Atondo, David Siquieroz, Jonathan Gutierrez, Anthony Padilla, Julio Velasquez, Roberto Orozco, Mariano C. Valenzuela, Jr., Raul Bernal, Ralph Walker, Jose Limon and Pete Guzman, on behalf of themselves and all other employees similarly situated vs. City of Brawley.

POTENTIAL LITIGATION (California Government Code §54956.9)

- a. Conference with Legal Counsel – 1 Case

PERSONNEL MATTERS (Government Code §54957)

- a. Public Employee Appointment to the Position of Fire Chief
- b. Public Employee Appointment to the Position of City Engineer

CONFERENCE WITH LABOR NEGOTIATION

- a. Agency Designated Representative: Rosanna Bayon Moore, City Manager  
Employee Organization: Brawley Firefighters Association

RE-CONVENED IN OPEN SESSION AND REPORTED THE FOLLOWING ACTION

- a. The City Council approved the Settlement Agreement and General Release for Rodriguez, et al. v. City of Brawley, Case No. 19-cv-657-DMS-LL In the United States District Court for the Southern District of California. m/s/c Nava/Kastner-Jauregui 5-0
- b. The City Council approved a Side Letter between the City of Brawley and the Brawley Firefighters Association re: COVID-19. m/s/c Nava/Wharton 5-0

**ADJOURNMENT** @ 6:44pm

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***Alma Benavides***, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: May 19, 2020  
City Manager: 

**PREPARED BY:** Guillermo Sillas, P.E., Interim Public Works Director

**PRESENTED BY:** Guillermo Sillas, P.E., Interim Public Works Director

**SUBJECT:** Brawley Municipal Airport - Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Project No. 3-06-0028-020-2020, Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant

**CITY MANAGER RECOMMENDATION:** Adopt Resolution No. 2020-\_\_ : Resolution of the City Council of the City of Brawley, California, Authorizing Acceptance of an Allocation of Funds and Execution of a Grant Agreement, Amendments, and Other Documentation associated with FAA AIP Project No. 3-06-0028-020-2020, CARES Act Grant and authorizing the City Manager to execute all documents in relation to this project.

**DISCUSSION:** The City of Brawley submitted a project application to FAA on April 22, 2020 for a grant in the amount of \$30,000 in federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This award of funds is provided in accordance with the CARES Act to provide eligible applicants with funding to offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The purpose of this grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses incurred as of January 20, 2020. Funds will be governed by the same principles as "airport revenue." CARES Act grant funding will only be expended for the capital or operating costs of the airport. The award is in the amount of \$30,000. No local match is required.

**FISCAL IMPACT:** 100% FAA Grant Award of \$30,000

**ATTACHMENTS:** Resolution No. 2020-  
CARES Act Grant Transmittal Letter and Agreement

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF GRANT AGREEMENT, AMENDMENTS, AND OTHER DOCUMENTATION WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT AT THE BRAWLEY MUNICIPAL AIRPORT.

**WHEREAS,** the City of Brawley is eligible to receive Federal funding for certain Aviation Projects, through the Federal Aviation Administration (FAA); and

**WHEREAS,** Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and other documentation need to be executed with the Federal Aviation Administration (FAA) before such funds could be claimed; and

**WHEREAS,** The City of Brawley and the Federal Aviation Administration (FAA) are parties to the Federal Airport Improvement Program (AIP) for Grant 03-06-0028-020-2020 for Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant at the Brawley Municipal Airport.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City of Brawley City Council wishes to delegate authorization to execute these agreements, any amendments, and other required Federal Aviation Administration (FAA) thereto to the City Manager or his/her designee.

**APPROVED, PASSED AND ADOPTED** at a regular meeting of the City Council held on the 19<sup>th</sup> day of May 2020.

**CITY OF BRAWLEY, CALIFORNIA**

\_\_\_\_\_  
*Norma Kastner-Jauregui*, Mayor

**ATTEST:**

\_\_\_\_\_  
*Alma Benavides*, City Clerk

**STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
CITY OF BRAWLEY**

**I, ALMA BENAVIDES**, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution No. 2020- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 19<sup>th</sup> day of May 2020, and that it was so adopted by the following roll call vote:

**AYES:**

**NAYES:**

**ABSTAIN:**

**ABSENT:**

**DATED:** May 19, 2020

Alma Benavides, City Clerk



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
California

3-06-0028-020-2020  
FAA LAX ADO  
777 S. Aviation Blvd  
Ste 150  
El Segundo, CA 90245

## CARES Act Grant Transmittal Letter

May 12, 2020

Mr. Alan Chan  
Engineering Technician II  
City of Brawley  
180 Western Avenue  
Brawley, CA 92227

Dear Mr. Chan:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0028-020-2020 for Brawley Municipal. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 15, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Carlos Mora by email that the grant is administratively and financially closed. Carlos Mora is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



[Al Richardson \(May 12, 2020\)](#)

Al Richardson  
Acting Manager  
Los Angeles Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANTS AGREEMENT

### Part I - Offer

Federal Award Offer Date May 12, 2020 \_\_\_\_\_

Airport/Planning Area Brawley Municipal

CARES Grant Number 3-06-0028-020-2020

Unique Entity Identifier 092592658

TO: City of Brawley  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 22, 2020, for a grant of Federal funds at or associated with the Brawley Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Brawley Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Brawley Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 15, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.
  - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**20. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals —**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Al Richardson*

Al Richardson (May 12, 2020)

\_\_\_\_\_  
*(Signature)*

Al Richardson

\_\_\_\_\_  
*(Typed Name)*

Acting Manager, LA ADO

\_\_\_\_\_  
*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of Brawley

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

**CARES ACT ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

#### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

#### **5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Brawley, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**COUNCIL AGENDA REPORT**

City of Brawley

Meeting Date: May 19, 2020

City Manager: \_\_\_\_\_

**PREPARED BY:** Gordon R. Gaste, Planning Director, AICP CEP

**PRESENTED BY:** Gordon R. Gaste, Planning Director, AICP CEP

**SUBJECT:** SB2 Planning Grant Consultant Contract

**CITY MANAGER RECOMMENDATION:** Approve Consulting Agreement with Contract with Castañeda & Associates.

**DISCUSSION:** The City of Brawley received a \$160,000 grant for the Building Homes and Jobs Act, which is better known as SB2. These funds will be used to complete technical studies and modify the City of Brawley Zoning Ordinance as it relates to the update of the Housing Element for the General Plan. The City is currently implementing a separate project with an associated grant that funds the expense of updating the body of the Housing Element. As a result, the combined projects will be wholly grant funded without a General Fund offset.

Some tasks to be performed under the SB2 grant are:

- Second Unit/ADU Zoning Ordinance Update
- Sites analysis and zoning for the 2021-2029 Housing Element
- Zoning Ordinance Amendments to implement the current Housing Element programs including a Density Bonus Ordinance to comply with State laws
- Analysis of governmental and non-governmental constraints impeding housing production (which is an analysis required in the 2021-2029 Housing Element)

**FISCAL IMPACT:** \$160,000 in Grant Funding (Up to \$54,000 for in-kind staff time)

**ATTACHMENTS:** Consulting Agreement  
Award Letter

**AGREEMENT FOR CONSULTING SERVICES  
CITY OF BRAWLEY  
AND  
CASTAÑEDA & ASSOCIATES  
SB 2 PLANNING GRANT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of May 2020, by and between the CITY OF BRAWLEY, a municipal corporation hereinafter called CITY and, Castañeda & Associates hereinafter called CONTRACTOR.

**1. TERM**

This agreement shall commence on May \_\_\_\_\_, 2020 and extend until the services specified in Exhibit "A" have been completed to the CITY'S satisfaction, which will coincide with the approval of the California Department of Housing and Community Development (HCD).

**2. SERVICES PROVIDED**

The scope of work and services provided by CONTRACTOR to CITY is outlined in Exhibit "A". Said scope of work and services are preparation of the Work Tasks associated with the SB 2 Planning Grant, which HCD has awarded to the City.

**3. CONSIDERATION**

- A. CONTRACTOR shall provide the services described in Exhibit "A" for a fee not to exceed \$106,000 as itemized by Work Task in Exhibit "B".
- B. For services provided to CITY according to Exhibit "A", CONTRACTOR shall submit monthly invoices for payment in accordance with the Work Tasks identified in Exhibit "A".

**4. OWNERSHIP OF DOCUMENTS**

All results generated pursuant to this Agreement shall become the property of the CITY.

**5. NOTICES/INVOICES**

Any and all notices, demands, invoices and written communications between the parties by mail shall be addressed to the parties as follows:

CITY:

Gordon Gaste  
Development Services Director  
205 S. Imperial Avenue  
Brawley, CA 92227

CONTRACTOR:

Ralph Castañeda, Jr.  
Castañeda & Associates  
5759 Old Ranch Road  
Riverside, CA 92504

Any such notices, demands, invoices and written communications by mail shall be conclusively deemed to have been received by the addressee five (5) days after the deposit thereof in the United States mail, first class postage prepaid and properly addressed as noted above.

**6. WRITTEN AUTHORIZATION REQUIRED**

CONTRACTOR shall not make changes in the services or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from CITY for such additional work materials. Additional labor or materials provided without authorization shall be done at CONTRACTOR'S risk and without payment.

**7. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that this document comprises the entire agreement between the above parties with respect to the subject matter of this agreement and no other promises, statements or representations have been made to any party to this agreement other than those contained herein. Any modification of this Agreement shall not be valid unless it is in writing and signed by all parties.

**8. SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**9. INDEPENDENT CONTRACTOR**

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

**10. NON-ASSIGNMENT**

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

**11. 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.

**12. INSURANCE**

CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by CONTRACTOR, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; (3) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever

is greater; and (4) professional liability (Errors and Omissions) coverage shall be maintained with policy limits of not less than \$1,000,000 effective during the pendency of the work which is the subject of this Contract and covering claims made not less than one year following completion of work.

**13. FORCE MAJEURE**

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an un-excused delay.

**14. 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 govern the interpretation of this agreement. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California and Federal court located in the County of San Diego, State of California.

**15. TERMINATION**

This Agreement may be terminated by either party by giving thirty (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 work performed up to the date of termination.

**16. INDEMNIFICATION**

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointed 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. CONTRACTOR agrees to and shall defend CITY and its elective and appointed boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been cause, by reason of any of the aforesaid willful or negligent acts, errors and omissions.

**17. DUTIES OF CONSULTANT**

Degree of Care. In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that, which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.

Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. Consultant shall perform the remedial services at no additional cost to the City.

**Execution and Effective Date.** This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Dated: \_\_\_\_\_, 2020.

CITY OF BRAWLEY, CALIFORNIA

By: \_\_\_\_\_  
Rosanna B. Moore, City Manager

ATTEST:

By: \_\_\_\_\_  
Alma Benavides, City Clerk

Dated: \_\_\_\_\_ 2020.

CONSULTANT

By: \_\_\_\_\_  
Ralph Castañeda, Jr. Owner/Manager

## EXHIBIT "A"

### SCOPE OF WORK: SB 2 PLANNING GRANT

#### WORK TASK 1: PREPARE ADU ORDINANCE UPDATE AND IMPLEMENTATION PROGRAM

##### Work Task 1.1: Conduct ADU Background Research

Castañeda & Associates will complete the following research tasks:

a) review and summarize ADU ordinances prepared by HCD and a sample of cities located in Imperial County to identify incentives for ADU development and achieving affordability through programs such as Section 8; CDBG and HOME funds; and fee waivers or reductions. b) determine construction cost estimates based on interviews of general contractors that have constructed ADUs in the City. c) complete research on the financing options available for the development of ADUs by gathering information from CalFHA and local lenders including, but not limited, to Community Valley Bank, Mechanics Bank, Wells Fargo and Union Bank.

*Deliverable: Technical Memorandum on ADU Ordinances*

##### Work Task 1.2: Prepare Draft ADU Ordinance

Castañeda & Associates in collaboration with City Staff will prepare a draft ADU Ordinance that meets the requirements of legislation enacted in 2019.

*Deliverable: ADU Draft Ordinance*

##### Work Task 1.3: Conduct Community Outreach Program

Castañeda & Associates in collaboration with City Staff will develop and implement a community outreach program involving Planning Commission Workshops and meeting/interviews with interested groups.

*Deliverable: Outreach and Community Participation Program Report*

##### Work Task 1.4: Adopt ADU Ordinance

Castañeda & Associates in collaboration with City Staff will finalize the ADU Ordinance following public outreach; Planning Commission Workshops and Public Hearings; and City Council Public Hearing.

*Deliverable: Adopted ADU Ordinance*

##### Work Task 1.5: Prepare ADU Design and Development Manual

Castañeda & Associates will contribute to the completion of an ADU Design and Development Manual. The document will include information on topics such as, but not limited, to: how do I get started?; basic steps for building an ADU; ADU development checklist; promoting affordability; constructing the ADU; financing the ADU; permitting the ADU; and additional resources. The Manual also will include site plan examples and unit plan examples prepared by an architect.

*Deliverable: ADU Design and Development Manual*

## **WORK TASK 2: BY-RIGHT ZONING ANALYSIS**

### **Work Task 2.1: By Right Zoning Analysis**

Castañeda & Associates in collaboration with City Staff will complete the following research tasks:

a) inventory candidate vacant and non-vacant sites to designate as by right zoned sites including sites that are appropriate for re-zoning; b) identify the site characteristics (size, dimensions, adjacent land uses, etc.); c) identify current Land Use Element and Zoning designations; d) evaluate the feasibility of different mixes of housing types and densities; and e) designate sites for by right zoning.

*Deliverable: Adopted General Plan Amendments and Zoning Map Amendments (which will include the By Right Zoned Sites and Other Housing Sites)*

### **Work Task 2.2: Identify and Quantify Governmental Constraints**

Castañeda & Associates will complete the following research tasks:

a) determine the housing capacity and production cost impacts of governmental (densities, fees) and non-governmental (land and construction costs) constraints and b) analyze the constraints on a site-specific basis, as necessary.

*Deliverable: 2021-2029 Housing Element Governmental and Non-Governmental Constraints Analysis*

### **Work Tasks 2.3: Adopt Programs to Remove Constraints:**

Castañeda & Associates in collaboration with City Staff will:

a) identify policies, General Plan Amendments, and/or Zoning Ordinance Amendments that will mitigate and/or remove the adverse impacts on housing supply and costs and b) adopt programs as part of the 2021-2029 Housing Element.

*Deliverable: 2021-2029 Housing Element Programs Involving the Removal of Governmental and Non-Governmental Constraints*

## **WORK TASK 3: ZONING ORDINANCE AMENDMENTS INCLUDING DENSITY BONUS ORDINANCE**

### **Work Task 3.1 Adopt SRO Development Standards**

Castañeda & Associates in collaboration with City Staff will complete the following:

a) evaluate possible development standards regarding minimum/maximum housing unit sizes; minimum SRO project size; off-street parking; on-site property management; inclusionary policies (percentage of SROs in larger projects; and other possible standards, as the research deems appropriate and b) following the thorough evaluation and discussions with the Planning Commission and City Council, the SRO development standards will be adopted and included in the Zoning Ordinance.

*Deliverable: Adopted SRO Development Standards*

### **Work Task 3.2 Adopt Reduced Parking Standards**

Castañeda & Associates in collaboration with City Staff will complete the following:

:

a) determine the parking spaces and their use in recently developed multifamily developments; b) interview residents to ascertain car ownership and satisfaction with the availability of parking spaces; c) summarize the parking standards of other cities by reviewing recently completed parking studies; d) obtain the opinion of developers regarding parking requirements; and e) establish revised parking requirements following meetings with the Planning Commission and City Council.

*Deliverable: Adopted Reduced Parking Standards*

### **Work Task 3.3 Adopt Density Bonus Ordinance:**

Castañeda & Associates in collaboration with City Staff will complete the following:

a) Review and summarize Density Bonus Ordinances prepared by a sample of cities located in Imperial County; b) identify candidate sites for the production of density bonus units; c) analyze the reductions in site development standards that would yield density bonuses of 5% (very low income), 10% (seniors) and 20% (college students); d) estimate the potential density bonus units per site; and e) prepare draft and final DBOs.

*Deliverable: Adopted Density Bonus Ordinance*

### **Work Task 3.4 Complete CEQA Analysis (To be completed by others)**

### **Work Task 3.5 Promote and Market DBO**

Castañeda & Associates in collaboration with City Staff will complete the following:

a) Promote the DBO within the community; b) post a processing timeline and density bonus examples on the City's webpage; and c) discuss DBO and candidate sites with non-profit and for-profit developers.

*Deliverable: Report on Promoting and Marketing DBO*

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule developed by Consultant, subject to the written approval of the Contract Officer and the City Attorney's office.
  
- II. Consultant shall deliver the following tangible work products to the City by the following dates.
  - A. ADU Work Tasks 1.1-1.4 August 30, 2020  
Background Research, Community Outreach Draft & Final Ordinance
  
  - B. ADU Work Task 1.5 October 30, 2020  
ADU Design and Development Manual
  
  - C. By-Right Zoning Work Task 2.1 February 15, 2021<sup>1</sup>  
Zoning Analysis (GPA/ZOA) April 16, 2021<sup>2</sup>  
May 5, 2021<sup>3</sup>  
May 18, 2021 or June 4, 2021<sup>4</sup>
  
  - D. Work Task 2.2 January 15, 2021  
Governmental/Non-Governmental Constraints Analysis
  
  - E. Work Task 2.3 June 1, 2021  
Program to Remove/Mitigate Governmental Constraints
  
  - F. Work Tasks 3.1-3.3 February 15, 2021<sup>1</sup>  
Zoning Ordinance Amendments April 16, 2021<sup>2</sup>  
May 5, 2021<sup>3</sup>  
May 18, 2021 or June 4, 2021<sup>4</sup>
  
  - G. Work Task 3.5 June 30, 2021  
Promote & Market DBO

<sup>1</sup>Research completed

<sup>2</sup>CEQA completed

<sup>3</sup>Planning Commission Public Hearing

<sup>4</sup>City Council Public Hearing

**EXHIBIT "C"**  
**COMPENSATION**

| <b>Work Task</b>                                   | <b>CA<br/>Estimated<br/>Cost</b> | <b>City Staff<br/>Other<br/>Consultants</b> | <b>Total</b>     |
|--|----------------------------------|---|------------------|
| 1.1 Conduct ADU Background Research                | \$7,000                          | \$0   | \$7,000          |
| 1.2 Prepare Draft ADU Ordinance                    | \$9,000                          | \$1,000                                     | \$10,000         |
| 1.3 Conduct Community Outreach Program             | \$4,000                          | \$4,000                                     | \$8,000          |
| 1.4 Adopt ADU Ordinance                            | \$11,000                         | \$1,500                                     | \$12,500         |
| 1.5 Prepare ADU Design and Development Manual      | \$5,000                          | \$10,000                                    | \$15,000         |
| 2.1 By-Right Zoning Analysis                       | \$10,000                         | \$2,500                                     | \$12,500         |
| 2.2 Identify and Quantify Governmental Constraints | \$11,500                         | \$1,000                                     | \$12,500         |
| 2.3 Adopt Programs to Remove Constraints           | \$12,500                         | \$2,500                                     | \$15,000         |
| 2.4 Complete CEQA Analysis                         | \$0                              | \$15,000                                    | \$15,000         |
| 3.1 Adopt SRO Development Standards                | \$9,000                          | \$1,000                                     | \$10,000         |
| 3.2 Adopt Reduced Parking Standards                | \$8,500                          | \$1,500                                     | \$10,000         |
| 3.3. Adopt Density Bonus Ordinance                 | \$12,500                         | \$2,500                                     | \$15,000         |
| 3.4 Complete CEQA Analysis                         | \$0                              | \$10,000                                    | \$10,000         |
| 3.5 Promote and Market DBO                         | \$6,000                          | \$1,500                                     | \$7,500          |
| <b>Total</b>                                       | <b>\$106,000</b>                 | <b>\$54,000</b>                             | <b>\$160,000</b> |

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
ADMINISTRATION AND MANAGEMENT DIVISION  
Business and Contract Services Branch  
Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



Rosanna Bayon Moore  
City Manager  
City of Brawley  
383 W. Main Street  
Brawley, CA 92227

MAR 20 2020

**RE: Grant 19-PGP-13774**

Dear Rosanna Bayon Moore:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through E:

**A. Standard Agreement Contents (STD 213 and Exhibits A through E)**

**STD 213 - Cover page**

**Exhibit A** - Authority, Purpose and Scope of Work

**Exhibit B** - Budget Detail and Payment Provisions

**Exhibit C\*** - State of California General Terms and Conditions - GTC 04/2017

*\*Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

**Exhibit D** – PGP Terms and Conditions

**Exhibit E** - Special Conditions

**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement

email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet, blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:  
  
**Department of Housing and Community Development  
Business & Contract Services Branch  
Contracts Office, Attn. Kelvin Singh  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833**
7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at [paul.mcdougall@hcd.ca.gov](mailto:paul.mcdougall@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh  
Contract Analyst

Attachment  
cc: Planning Grants Program, John Buettner

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2018)

AGREEMENT NUMBER  
 19-PGP-13774

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

**CONTRACTING AGENCY NAME**  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

**CONTRACTOR'S NAME**  
 City of Brawley

2. The term of this Agreement is:

**START DATE**  
 Upon HCD Approval

**THROUGH END DATE**  
 12/31/2022

3. The maximum amount of this Agreement is:  
 \$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS                              | TITLE  | PAGES         |
|---------------------------------------|--|---------------|
| Exhibit A                             | Authority, Purpose and Scope of Work             | 2             |
| Exhibit B                             | Budget Detail and Payment Provisions             | 6             |
| Exhibit C                             | State of California General Terms and Conditions | GTC - 04/2017 |
| Exhibit D                             | PGP Terms and Conditions                         | 8             |
| Exhibit E                             | Special Conditions                               | 0             |
| <b>TOTAL NUMBER OF PAGES ATTACHED</b> |  | <b>15</b>     |

Items shown with an asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

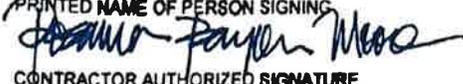
**CONTRACTOR NAME** (if other than an individual, state whether a corporation, partnership, etc.)

City of Brawley

**CONTRACTOR BUSINESS ADDRESS**  
 400 Main Street

**CITY**  
 Brawley

**STATE**      **ZIP**  
 CA              92227

**PRINTED NAME OF PERSON SIGNING**  
  
**CONTRACTOR AUTHORIZED SIGNATURE**

**TITLE**  
 City Manager  
**DATE SIGNED**  
 8/20/2020

**STATE OF CALIFORNIA**

**CONTRACTING AGENCY NAME**  
 Department of Housing and Community Development

**CONTRACTING AGENCY ADDRESS**  
 2020 W. El Camino Ave., Suite 130

**CITY**  
 Sacramento

**STATE**      **ZIP**  
 CA              95833

**PRINTED NAME OF PERSON SIGNING**  
 Synthia Rhinehart

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**  
  
 California Department of General Services Approval (or exemption, if applicable)

**TITLE**  
 Contracts Manager,  
 Business & Contract Services Branch  
**DATE SIGNED**  
 4/8/2020

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

## EXHIBIT A

### AUTHORITY, PURPOSE AND SCOPE OF WORK

1. **Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. **Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. **Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: February 28, 2020

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

## EXHIBIT B

### 4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

### 5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: February 28, 2020

**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: February 28, 2020

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

**EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

## EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### 5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### 6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

## EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### 9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: February 28, 2020

## EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

### 10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

### 12. State-Owned Data

- A. Definitions

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: February 28, 2020

## EXHIBIT D

1) **Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) **Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) **Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

**EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
California

3-06-0028-020-2020  
FAA LAX ADO  
777 S. Aviation Blvd  
Ste 150  
El Segundo, CA 90245

## CARES Act Grant Transmittal Letter

May 12, 2020

Mr. Alan Chan  
Engineering Technician II  
City of Brawley  
180 Western Avenue  
Brawley, CA 92227

Dear Mr. Chan:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0028-020-2020 for Brawley Municipal. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 15, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Carlos Mora by email that the grant is administratively and financially closed. Carlos Mora is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



[Al Richardson \(May 12, 2020\)](#)

Al Richardson  
Acting Manager  
Los Angeles Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANTS AGREEMENT

### Part I - Offer

Federal Award Offer Date May 12, 2020 \_\_\_\_\_

Airport/Planning Area Brawley Municipal

CARES Grant Number 3-06-0028-020-2020

Unique Entity Identifier 092592658

TO: City of Brawley  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 22, 2020, for a grant of Federal funds at or associated with the Brawley Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Brawley Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Brawley Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 15, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.
  - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**20. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals —**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Al Richardson*

Al Richardson (May 12, 2020)

*(Signature)*

Al Richardson

*(Typed Name)*

Acting Manager, LA ADO

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of Brawley

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

**CARES ACT ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

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**FEDERAL LEGISLATION**


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- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

#### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

**c. Duration**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Brawley, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



May 14, 2020

The Honorable Gavin Newsom  
Governor, State of California  
State Capitol  
Sacramento, CA 95814

VIA Email: [externalaffairs@gov.ca.gov](mailto:externalaffairs@gov.ca.gov)

**Re: COVID-19 Resilience Roadmap Flexibility**

Dear Governor Newsom:

As we continue to work during these challenging times dealing with the COVID-19 crisis, Imperial County is working closely with the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial and Westmorland towards the goal to reopen our local economy in a way that minimizes the risk for COVID-19 as much as possible. Although we are greatly appreciative to you and your Administration for the actions taken in response to the crisis, we are writing to respectfully urge you to provide Imperial County the flexibility to reopen additional economic sectors on achievable metrics.

Nearly two months into the statewide stay-at-home order, Imperial County has implemented an effective response through the tracking of local public health data and metrics. Now, we are looking for realistic state guidance on how to safely reopen our economy. Some of the state's "Stage 2 Readiness Criteria" released as part of California's Resilience Roadmap, such as the restriction that a county has "No COVID-19 death in the past 14 days," are not realistic standards that can be met any time soon in many counties across the state. Requirements like this one could very well ensure major parts of our economy are shut down indefinitely.

As many are experiencing throughout the State, many of our workers and business owners are struggling to make ends meet. Through our local joint efforts, the County of Imperial established a COVID-19 Recovery Group with local chambers, business representatives, and the Local Health Authority to prepare businesses to safely reopen based on public health guidance, including a Worksite-Specific Protection Plan. Our businesses are ready to thoughtfully reopen and adapt with necessary protective measures, working in a new normal, but our communities are looking for achievable criteria to be able to transition through Stage 2.

We will continue to take all steps necessary to protect public health and safety. Thank you for your consideration of our request and we look forward to helping get the economy safely back to work. If you have any questions, please feel free to contact Tony Rouhotas, Jr., County Executive Officer, at [tonyrouhotas@co.imperial.ca.us](mailto:tonyrouhotas@co.imperial.ca.us).

Respectfully,

  
Luis A. Plancarte, Chair  
Imperial County Board of Supervisors

  
Norma Jauregui, Mayor  
City of Brawley

  
Bill Hodge, Mayor  
City of Calexico

  
Jim Spellins, Mayor  
City of Calipatria

  
Efrain Silva, Mayor  
City of El Centro

  
James Predmore, Mayor  
City of Holtville

  
Darrell Pechtl, Mayor  
City of Imperial

  
Ana Beltran, Mayor  
City of Westmorland

cc: Senator Ben Hueso  
Assembly Member Eduardo Garcia

To the Pioneers Memorial Healthcare District family and friends,

It's been some time since we were last able to meet and update, especially during these unusual times. I hope this note helps inform you about our hospital and healthcare operations, as well as when we might expect to meet again at Pioneers.

Certainly, the rapid spread of the disease alarmed an entire world and preparations at Pioneers began at the very beginning of March, in the form of discussions with medical staff and administrative leadership. We quickly established a Hospital Incident Command System, the nationally standardized disaster management process that integrates all modalities of essential services, such as police, fire, Emergency Medical Services, as well as state and county Emergency Operations Centers. Pioneers has been deeply involved in monitoring the changes and communications from the Center for Disease Control, as well as state and county Departments of Public Health which each occur at least twice daily. We participate in the planning process locally, and on a state (through the Executive Board of the California Hospital Association) and regional basis (Hospital Association of San Diego and Imperial County Board of Directors).

The Hospital Incident Command System (HICS) has been led by our Quality Department Director (Carol Bojorquez) and strongly supported by the Associate Administrator of Ancillary and Support Services (Ryan Kelley), the Chief Nursing Officer (Kristi Gillespie), and the Chief of Clinic Operations (Carly Zamora). Plans were completed and implemented quickly, such as a declaration of emergency that coincided with the state and federal declarations. As you well know, a key to minimizing the spread of infection resulted in a quick closure of entrances and a restriction to only those seeking healthcare services and one visitor or friend. Screening processes were implemented at the hospital and our three clinics to monitor patients and all employees that might be exhibiting symptoms of the disease.

As with most businesses in the country, hospitals across the country saw a rapid decrease in emergency room and outpatient service volumes, as well as inpatient volumes, as the Shelter-In Order began about March 19<sup>th</sup>. Over the next weeks, we began identifying concerns regarding the availability of Personal Protective Equipment (N95's, surgical masks, cleaning supplies, hand sanitizers, ventilators) needed to protect physicians, employees, patients, and family. While supplies were bleak in the beginning, we have seen improvements and inventory of most PPE's has increased to approximately 2 weeks.

The supply of testing materials has been a much more difficult shortage to overcome. There is no vaccine yet developed and no one is certain how to predict when, or if, a vaccine will be developed (there is still no vaccine SARS). Moreover, there has been a variety of different tests popping up around the country and the county. The most reliable testing is Nasal swab-RNA, although it has had an unreliable supply chain for testing kits (swab kits). The hospital was initially relying on the state supply, due to rationing across the country and testing equipment was only available in one place in the state. Kits are becoming more available, but is still an unreliable supply chain. The state eventually disseminated additional testing equipment to San Diego and then to the county. Unfortunately, having the equipment was only half the need, as the supplies necessary to run the equipment were not available for weeks. Even now, the county supply has started and stopped several times. Pioneers is now working with Quest Laboratories to provide additional supplies with 2-day turnaround when possible. We are also hopeful that by the end of May, the supply may become available for our internal testing equipment. Some resourceful physicians have been able to find similar tests outside the traditional markets and provided great additional service, testing patients in the county. Others have brought different testing into the county which can provide limited answers and have much less reliability in their results. Nonetheless, Pioneers is working to improve the availability of highly reliable testing as quickly as possible.

# PIONEERS

MEMORIAL HEALTHCARE DISTRICT

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To the important business of, “When can we all get back to business and work” and Rotary meetings... The county had seen a dramatically sharp increase in the number of COVID-Positive cases that is still drawing some state-wide attention. Over one weekend, Pioneers saw an increase from 8-10 to 18-19 total COVID positives and Patients-Under-Investigation (symptomatic but awaiting test results). We have engaged our first overflow space for our ICU patients, and have been using it regularly for weeks now. Some of you may have seen that we received an emergency supply of ventilators from the California stockpile, when we had nearly maxed out our existing vents. The county EOC worked very efficiently and effectively to deliver them within just a few hours.

In our report to the county last week, we demonstrated that we have the space and the equipment to increase from 13 current ICU rooms (included 5 overflow beds) with negative air pressure needed to manage COVID patients, up to 23 ICU negative air beds. Additionally, our negative air pressure rooms overall have increased from 29 original beds (including non-icu beds), to the current 40 beds, and capable of increasing to 69 beds quickly. Ventilators are quickly available from the California stockpile if needed, although the current 18 vents are only being utilized by 7-8 patients. All of these efforts to demonstrate that we have ample space to accommodate an increase of COVID patients in excess of 35%, one of the triggers for moving forward with the California’s plan to reopen. El Centro demonstrated the same.

With that said, Public Health in Imperial County has not met all the state’s reopening criteria needed to move forward at this time. Some of the criteria apply to the ability of Public Health to engage in wide-spread testing and contact tracing. It’s my understanding that they are putting that plan together as we speak. When they provide the move-forward for businesses, we will support carefully increasing restarting community meetings as allowed and safe with appropriate protection for all.

We are not certain when the county will fully open up to businesses, but Pioneers stands ready to support any such effort. Physicians have been carefully planning, using the American College of Surgeons guidelines, to move forward with needed surgeries that shouldn’t be delayed any longer. Yesterday, they began their first cases in this effort. Through assessments and updates by the surgeons with their patients, they are prioritizing those cases that are “time-sensitive”. We are ever vigilant that enough PPE’s and other supplies remain available to protect all our employees, physicians, patients, and their visitors when they visit their physician office, emergency room, hospital, or seek testing in the lab or radiology departments. Interruptions, which are still sporadic, happen.

In the meantime, our tele-medicine office consults have greatly increased (where you can call your physician’s office to set an appointment), our drive-up service has been heavily utilized (although summer is coming), and internet meeting rooms are thriving.

This is a change in our entire society that has not happened in most of our lifetimes. I’m certain we will all be seeing a new way of moving forward, “Living with COVID”, until a vaccine is developed and testing is plentiful. In the meantime, it will be normal to see us all masked up in public, staying geographically distant, but finding ways to remain socially close as friends and family.

I hope you are all doing well. Pioneers remains open and available when you need us. We need each other to make it through to the new normal, whatever that may be. Call us. We’re here for you as you need care, advice, and just friends.