

**Brawley City Council &  
Successor Agency to Brawley  
Community Redevelopment Agency  
Regular Meeting Agenda  
Tuesday, February 18, 2020 6:00 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** Pastor Mike Necuik, El Redentor Church

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**

**2. PUBLIC APPEARANCES/COMMENTS** (Not to exceed 4 minutes) this is the time for the public to address the Council **on any item not appearing on the agenda** that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. **Please direct your questions and comments to the City Council.**

- a. Introduction of Interim Police Chief Scott Sheppard by City Manager Rosanna Bayon Moore
- b. Introduction of Management Analyst Silvia Luna by Finance Director Tyler Salcido.
- c. Update on the Census 2020 Complete Count Effort by Comite Civico del Valle

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

- a. Approve Accounts Payable: February 6, 2020 **Pgs 5-20**  
February 13, 2020 **Pgs 21-31**
- b. Approve City Council Minutes: January 21, 2020 **Pgs 32-36**  
February 4, 2020 **Pgs 37-41**
- c. Approve Final Parcel Map (PM19-02) – 1634 A Street **Pgs 42-53**
- d. Reject Claim as recommended by Carl Warren & Company Claims Management Adjusters for Claimant: Michael Loyd. **Pgs 54**
- e. 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 \$15,639.15. **Pgs 55-56**

**4. REGULAR BUSINESS**

- a. Discussion and Potential Action to Authorize the Consulate of Mexico to Offer Mobile Consulate Services at the Main Branch Library Located at 400 Main Street on Saturday, February 22, 2020 and Saturday, October 24, 2020 from 9AM to 4PM. **Pgs 57-59**

- b. Discussion and Potential Action to Approve the Sale and Consumption of Alcohol on Public Property Generally Described as North Plaza Park on Saturday, April 4, 2020 from 5-9PM as Requested by the Brawley Chamber of Commerce. **Pgs 60-63**
- c. Discussion and Potential Action to Authorize Professional Engineering Services with Lee & Ro Engineering, Inc. to Prepare Design of Emergency Generator Power at Wastewater Treatment Plant Headworks System in the Amount Not to Exceed \$59,657.00. **Pgs 64-79**
- d. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Authorizing the Purchase of Nighthawk Handheld Backscatter Device with Onsite Training in the Amount of \$47,948.75, 100% Reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT funds. **Pgs 80-96**
- e. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Authorizing the Purchase of Eight Flock Safety License Plate Recognition Cameras and a 24-Month Software Support for the Brawley Police Department at a Total Cost of \$32,000.00, 100% Reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT Funds and Federal Asset Forfeiture Funds. **Pgs 97-130**
- f. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Authorizing the Purchase of the RU2 Systems Message / Speed Trailer Equipped with Advanced License Plate Reader (ALPR) Cameras from Vigilant Solutions in the Amount of \$52,414.32, 100% Reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT Funds. **Pgs 131-142**
- g. Discussion and Potential Action to Approve Fiscal Year 2020/2021 Budget Calendar. **Pg 143**

## **5. DEPARTMENTAL REPORTS**

- a. Update by Public Works Director Guillermo Sillas, PE
  - i) Emergency Construction at the Brawley Water Treatment Plant to Replace Components of Two Sedimentation Basins

## **6. INFORMATIONAL REPORTS**

- a. Record of Building Permits for January, 2020 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official. **Pgs 144-145**

**7. CITY TREASURER REPORT**

**8. CITY COUNCIL MEMBER REPORTS**

**9. CITY MANAGER REPORT**

**10. CITY ATTORNEY REPORT**

**11. CITY CLERK REPORT**

**12. 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 – Three (3) Cases

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

- a. Public Employee Appointment to the Position of Police Chief

**ADJOURNMENT** Regular Meeting, **Tuesday, March 3, 2020 @ 6:00 PM**, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3080.

*Alma Benavides*, City Clerk

# Check Register Report

Date: 02/06/2020

Time: 3:44 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
1078	02/06/2020	Printed	E101	EMPLOYMENT DEVELOPMENT DEPART.	State Taxes	13,443.79
1079	02/06/2020	Printed	I379	INTERNAL REVENUE SERVICE	Federal Payroll Taxes	45,741.78
1080	02/06/2020	Printed	P104	PUBLIC EMPLOYEES RETIREMENT	PERS 1/14/20-1/27/20	114,272.73
1081	02/06/2020	Printed	W184	WEX BANK	Fuel/January 2020	1,654.91
<b>Total Checks: 4</b>				<b>Checks Total (excluding void checks):</b>		<b>175,113.21</b>
57977	02/06/2020	Printed	O200	180 SOLUTIONS LLC	COB Telephone Systems Review	320.24
57978	02/06/2020	Printed	B364	360 BUSINESS PRODUCTS	Pencils, Pens, Copy Paper	626.96
57979	02/06/2020	Printed	A0711	AA ELECTRIC	Replace Light Fixtures	2,418.02
57980	02/06/2020	Printed	A950	AGGREGATE PRODUCTS, INC	Streets Rehab Phase 11	49,447.50
57981	02/06/2020	Printed	A414	AIRWAVE COMMUNICATIONS ENT INC	Engrave Customer Information	45.00
57982	02/06/2020	Printed	A996	BRYAN ALEXANDER	BB Referee 1/27, 1/29-1/30	171.00
57983	02/06/2020	Printed	A3163	ALL COUNTY FIRE	Fire Extinguisher Maintenance	50.00
57984	02/06/2020	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	297.07
57985	02/06/2020	Printed	A785	AT&T	U-Verse Internet 1/24-2/23	117.70
57986	02/06/2020	Printed	A592	AUTO ZONE, INC. #2804	Shifting Cable #106 WWTP	87.27
57987	02/06/2020	Printed	B502	BABCOCK LABORATORIES, INC	Wastewater Analysis	758.00
57988	02/06/2020	Printed	B232	BIOMETRICS4ALL, INC.	Relay Fees 12/1/19-12/31/19	17.25
57989	02/06/2020	Printed	B230	BLACKSTONE AUDIO, INC	Book on CD	50.00
57990	02/06/2020	Printed	B578	BRAWLEY MASONIC TEMPLE ASSO	Office Space Rent - Feb 2020	500.00
57991	02/06/2020	Printed	B747	BRENNTAG PACIFIC INC.	Sodium Hypochlorite	7,830.37
57992	02/06/2020	Printed	B411	BSN SPORTS, LLC	Basketball Jerseys	1,814.46
57993	02/06/2020	Printed	C544	CANON FINANCIAL SERVICES, INC	Copier Leases/Police	784.12
57994	02/06/2020	Printed	C545	CANON SOLUTIONS AMERICA	P.W. Printer Maintenance	92.87
57995	02/06/2020	Printed	C0430	CRISTOPHER ANDREW CARRILLO	BB Scorekeeper 1/28/20	32.00
57996	02/06/2020	Printed	C1203	JOHN E CHACON	Rfnd Dep 1203 Calle Estrella	234.80
57997	02/06/2020	Printed	C430	CLINICA DE SALUD DEL PUEBLO,	Pre-Employment/Savannah	170.00
57998	02/06/2020	Printed	C2833	CORE & MAIN LP	Registers	15,915.84
57999	02/06/2020	Printed	C005	COSTCO WHOLESALE #121	Office Chairs	681.93
58000	02/06/2020	Printed	C994	CWEA	CWEA Membership/Sylvia Olvera	286.00
58001	02/06/2020	Printed	D806	DEPT OF TOXIC SUBSTANCES CONTR	Wildcat Road Project 401328	510.52
58002	02/06/2020	Printed	D123	DESERT AIR CONDITIONING, IN	A/C Inspections/Library	922.00
58003	02/06/2020	Printed	E267	ECS IMAGING, INC	Laserfiche Annual Maintenance	1,020.00
58004	02/06/2020	Printed	E216	EL CENTRO MOTORS	Repair Brakes #107 WTP	349.35
58005	02/06/2020	Printed	E145	ELMS EQUIPMENT	Vibratory Plate Compactor	98.16
58006	02/06/2020	Printed	E434	ENTHALPY ANALYTICAL,LLC	Toxicity Testing	4,375.00
58007	02/06/2020	Printed	F231	FARMERS LAND LEVELING, INC.	Class II Base	3,510.25
58008	02/06/2020	Printed	F542	FERGUSON ENTERPRISES, INC.	Valve Sensor Wall Kit	342.20
58009	02/06/2020	Printed	F415	TANYA FERNANDEZ	BB Scorekeeper 1/29-1/30	128.00
58010	02/06/2020	Printed	F1066	HAYDEN FIERRO	BB Referee 1/29/20	38.00
58011	02/06/2020	Printed	F605	ENRIQUE FUENTES	Refund Deposit 895 Flammang	17.93
58012	02/06/2020	Printed	F409	FULLCOURT PRESS	Window Envelopes	1,313.17
58013	02/06/2020	Printed	G1036	APRIL GARCIA	BB Scorekeeper 1/27, 1/29	80.00
58014	02/06/2020	Printed	H119	HAAKER EQUIPMENT CO., INC.	Ball Cage, Float Ball #105	958.70
58015	02/06/2020	Printed	H104	HOLMAN PROFESSIONAL COUNSELING	Employee Assistance Feb 2020	546.25
58016	02/06/2020	Printed	H191	HOWARD VETERINARY CONSULTATION	Vet Services 1/17/20	520.00
58017	02/06/2020	Printed	I559	IMAGE SALES, INC.	ID Cards	21.39
58018	02/06/2020	Void	02/06/2020		Void Check	0.00
58019	02/06/2020	Void	02/06/2020		Void Check	0.00
58020	02/06/2020	Printed	I301	IMPERIAL HARDWARE CO., INC.	Liquid Nails, Adhesive	803.66
58021	02/06/2020	Printed	I412	IMPERIAL LANDFILL, INC.	Animal Dumping Fees	61.69
58022	02/06/2020	Printed	I440	INTERNATIONAL CODE COUNCIL,INC	2019 CA Complete Collection	1,266.28
58023	02/06/2020	Printed	K154	K-C WELDING RENTALS, INC.	Bushing #90 Parks	6.47
58024	02/06/2020	Printed	K224	KENAI DRILLING LIMITED	Rfnd Dep, Ovrpmt 1135 Walnut	247.83

# Check Register Report

Date: 02/06/2020

Time: 3:44 PM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
58025	02/06/2020	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Hand Pump	1,470.84
58026	02/06/2020	Printed	L599	LEE & RO. INC.	WTP Sedimentation Basins	5,014.80
58027	02/06/2020	Printed	L603	LIEBERT CASSIDY WHITMORE	F. Rodriguez Litigation	6,908.60
58028	02/06/2020	Printed	M730	MALLORY SAFETY & SUPPLY LLC	First Aid Kit Supplies	1,472.00
58029	02/06/2020	Printed	D166	MARK DOWDEN WELDING	Repair Float #105 Sewer	102.22
58030	02/06/2020	Printed	M004	MCNEECE BROS OIL COMPANY	Fuel/Public Works	4,996.71
58031	02/06/2020	Printed	M610	FRANCISCO MEJIA	BB Referee 1/29/20	38.00
58032	02/06/2020	Printed	N147	RAUL DIEGO NAVARRO	BB Referee 1/27-1/28, 1/30	209.00
58033	02/06/2020	Printed	N417	NUCO2	Detector, Sensor Kit	376.13
58034	02/06/2020	Printed	O233	O'REILLY AUTO PARTS	Battery #75 WTP	298.84
58035	02/06/2020	Printed	O880	OFFICE DEPOT, INC.	Binders, Toner, Batteries	410.98
58036	02/06/2020	Printed	P291	GISELLE PADILLA	BB Scorekeeper 1/27-1/28, 1/30	144.00
58037	02/06/2020	Printed	P109	PETTY CASH -BRAWLEY P D	Petty Cash - Police Dept.	79.96
58038	02/06/2020	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	9.69
58039	02/06/2020	Printed	P255	PITNEY BOWES PURCHASE POWER	Postage - Police Dept.	301.50
58040	02/06/2020	Printed	P903	PRINCIPAL FINANCIAL GROUP	Life Insurance - February 2020	2,763.63
58041	02/06/2020	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 1/1-1/31/20	272.61
58042	02/06/2020	Printed	P300	PROFORCE MARKETING, INC.	Concealable Carriers, Vests	14,685.82
58043	02/06/2020	Printed	P953	PURE AIR FILTER SALES & SRV	Refund BL #4468 Overpayment	24.00
58044	02/06/2020	Printed	R163	RDO EQUIPMENT CO.	Air & Vacuum Relief/Pump #423	127.71
58045	02/06/2020	Printed	R462	REDDY ICE, CORPORATION	Ice	530.13
58046	02/06/2020	Printed	R0291	ALEXIS RETANA	BB Scorekeeper 1/28/20	32.00
58047	02/06/2020	Printed	R885	SERENA ROMAN	BB Referee 1/29/20	38.00
58048	02/06/2020	Printed	S989	SBSD-EVOC	Driver Awareness Instructor/	1,170.00
58049	02/06/2020	Printed	S380	SIERRA MATERIAL TESTING	Street Rehab Testing Phase 11	2,832.50
58050	02/06/2020	Printed	S287	CLARK SMALL	Refund Deposit/Lions Center	100.00
58051	02/06/2020	Printed	S3510	ARDONNA SMITH	Rfnd Ovrpmt 351 J Street	73.24
58052	02/06/2020	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	187 525 6200 1 12/9-1/9/20	194.50
58053	02/06/2020	Printed	S803	SOUTHWEST WINDOW CLEANING	Window Cleaning/Admin. Bldg	90.00
58054	02/06/2020	Printed	S760	SPECTRUM ADVERTISING	Video Tape Council Mtg 1/21/20	500.00
58055	02/06/2020	Printed	S1720	SALLY I STOVALL	Refund Deposit 205 Main Street	194.18
58056	02/06/2020	Void	02/06/2020		Void Check	0.00
58057	02/06/2020	Void	02/06/2020		Void Check	0.00
58058	02/06/2020	Printed	U404	UNIFIRST CORPORATION	Uniforms/Jorge V Gonzalez	4,827.58
58059	02/06/2020	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - City Clerk	17.80
58060	02/06/2020	Printed	U602	USA BLUEBOOK, INC	Tube Assembly	290.98
58061	02/06/2020	Printed	V506	VALLEY PETROLEUM EQUIPMENT INC	Install Aviation Hose	1,490.88
58062	02/06/2020	Printed	V210	JOSHUA VELASQUEZ	Refund Deposit 1135 Welcome St	140.60
58063	02/06/2020	Printed	V079	VERIZON WIRELESS SERVICES L	Mobile Broadband/Police Dept.	304.08
58064	02/06/2020	Printed	V452	VISION SERVICE PLAN (CA), I	Feb Vision Insurance Plan C	1,927.91
58065	02/06/2020	Printed	W221	WAL-MART STORES, INC. #01-1555	Creamer	287.99
58066	02/06/2020	Printed	W551	WESTERN GROWERS INSURANCE	Safety Training	772.68
58067	02/06/2020	Printed	Z668	STEVEN ZAJDEL	BB Referee 1/28-1/29	114.00
58068	02/06/2020	Printed	Z954	RACHEL VIZCARRA ZEPEDA	BB Scorekeeper 1/29/20	32.00
58069	02/06/2020	Printed	Z264	RAQUEL A ZEPEDA	BB Scorekeeper 1/27, 1/29	64.00

**Total Checks: 93**

**Checks Total (excluding void checks): 155,617.34**

**Total Payments: 93**

**Bank Total (excluding void checks): 155,617.34**

**Total Payments: 97**

**Grand Total (excluding void checks): 330,730.55**

TJS  
2/7/2020

INVOICE APPROVAL LIST BY FUND REPORT

Date: 02/06/2020

Time: 3:39 pm

Page: 1

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: 110.000 General Revenues</b>							
101-110.000-410.800	Business PURE AIR FILTER SALES &		Refund BL #4468 Overpayment	58043	01/24/2020	02/06/2020	24.00
							24.00
101-110.000-410.910	Utility users KENAI DRILLING LIMITED///		Rfnd Dep, Ovrpmt 1135 Walnut	58024	12/19/2019	02/06/2020	3.05
							3.05
<b>Total Dept. General Revenues:</b>							<b>27.05</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-721.200	Other PETTY CASH -CITY CLERK///		Petty Cash - City Clerk	58038	01/27/2020	02/06/2020	9.69
							9.69
101-111.000-730.200	Technical SPECTRUM ADVERTISING///	14589	Video Tape Council Mtg 1/21/20	58054	01/27/2020	02/06/2020	500.00
							500.00
<b>Total Dept. City Council:</b>							<b>509.69</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	459.65
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	459.65
							919.30
101-112.000-730.200	Technical ECS IMAGING, INC	14648	Laserfiche Annual Maintenance	58003	12/26/2019	02/06/2020	1,020.00
							1,020.00
101-112.000-750.210	Postage UNITED PARCEL SERVICE, UNITED PARCEL SERVICE, UNITED PARCEL SERVICE,		Credit/Mailing-City Clerk	58059	11/23/2019	02/06/2020	-16.40
			Mailings - City Clerk	58059	01/18/2020	02/06/2020	15.06
			Mailings - City Clerk	58059	01/25/2020	02/06/2020	19.14
							17.80
<b>Total Dept. City Clerk:</b>							<b>1,957.10</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	586.36
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	586.36
							1,172.72
<b>Total Dept. City Manager:</b>							<b>1,172.72</b>
<b>Dept: 151.000 Finance</b>							
101-151.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	1,116.84
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	1,116.84
							2,233.68
101-151.000-721.200	Other IMPERIAL HARDWARE CO.,	576401/2	Liquid Nails, Adhesive	58020	01/28/2020	02/06/2020	10.45
							10.45
101-151.000-730.200	Technical PRO RECORD STORAGE,	0023090	Document Storage 1/1-1/31/20	58041	02/01/2020	02/06/2020	34.05
							34.05
101-151.000-740.100	Repair &						

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ALL COUNTY FIRE///	112232	Fire Extinguisher Maintenance	57983	01/24/2020	02/06/2020	25.00
							<b>25.00</b>
101-151.000-740.400	Rent PRO RECORD STORAGE,	0023090	Document Storage 1/1-1/31/20	58041	02/01/2020	02/06/2020	238.56
							<b>238.56</b>
						<b>Total Dept. Finance:</b>	<b>2,541.74</b>
<b>Dept: 152.000</b>	<b>Utility Billing</b>						
101-152.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	447.45
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	447.45
							<b>894.90</b>
101-152.000-720.100	Office FULLCOURT PRESS///	36441	Window Envelopes	58012	01/24/2020	02/06/2020	1,313.17
							<b>1,313.17</b>
101-152.000-740.100	Repair & ALL COUNTY FIRE///	112232	Fire Extinguisher Maintenance	57983	01/24/2020	02/06/2020	25.00
							<b>25.00</b>
						<b>Total Dept. Utility Billing:</b>	<b>2,233.07</b>
<b>Dept: 153.000</b>	<b>Personnel</b>						
101-153.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	356.05
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	356.05
							<b>712.10</b>
101-153.000-730.100	Professional LIEBERT CASSIDY	1490708	BPSEA Litigation 12/31/19	58027	12/31/2019	02/06/2020	3,586.00
	LIEBERT CASSIDY	1490707	F. Rodriguez Litigation	58027	12/31/2019	02/06/2020	3,322.60
							<b>6,908.60</b>
101-153.000-730.200	Technical CLINICA DE SALUD DEL	0001015	Pre-Employment/Savannah	57997	01/14/2020	02/06/2020	170.00
							<b>170.00</b>
101-153.000-750.200	BIOMETRICS4ALL, INC.///		Relay Fees 12/1/19-12/31/19	57988	01/01/2020	02/06/2020	17.25
							<b>17.25</b>
						<b>Total Dept. Personnel:</b>	<b>7,807.95</b>
<b>Dept: 171.000</b>	<b>Planning</b>						
101-171.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	491.24
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	491.24
							<b>982.48</b>
						<b>Total Dept. Planning:</b>	<b>982.48</b>
<b>Dept: 181.000</b>	<b>Information</b>						
101-181.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	213.23
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	213.23
							<b>426.46</b>
						<b>Total Dept. Information technology:</b>	<b>426.46</b>
<b>Dept: 191.000</b>	<b>Non-departmental</b>						
101-191.000-721.200	Other						

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	IMPERIAL HARDWARE CO.,	576045/2	Bulb/Admin.	58020	01/24/2020	02/06/2020	8.23
							<b>8.23</b>
101-191.000-730.100	Professional 180 SOLUTIONS LLC///	11960	COB Telephone Systems Review	57977	02/01/2020	02/06/2020	320.24
							<b>320.24</b>
101-191.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	57984	01/29/2020	02/06/2020	34.81
	ALSCO AMERICAN LINEN		Cleaning Services	57984	01/29/2020	02/06/2020	25.30
	ALSCO AMERICAN LINEN		Cleaning Services	57984	01/29/2020	02/06/2020	18.05
	SOUTHWEST WINDOW	3208	Window Cleaning/Admin. Bldg	58053	01/30/2020	02/06/2020	90.00
							<b>168.16</b>
							<b>Total Dept. Non-departmental: 496.63</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	-179.07
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	14,220.54
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	13,780.03
							<b>27,821.50</b>
101-211.000-721.110	Food and PETTY CASH -BRAWLEY P		Petty Cash - Police Dept.	58037	01/30/2020	02/06/2020	29.14
							<b>29.14</b>
101-211.000-721.200	Other IMAGE SALES, INC.///	0067475-IN	ID Cards	58017	01/22/2020	02/06/2020	21.39
	MALLORY SAFETY & SUPPLY	4767105	Drug Test Kits	58028	01/06/2020	02/06/2020	419.47
	PETTY CASH -BRAWLEY P		Petty Cash - Police Dept.	58037	01/30/2020	02/06/2020	25.82
							<b>466.68</b>
101-211.000-721.900	Small tools & COSTCO WHOLESALE #121///	39283	Office Chairs	57999	01/24/2020	02/06/2020	681.93
							<b>681.93</b>
101-211.000-725.300	Natural gas SOUTHERN CALIFORNIA GAS		187 525 6200 1 12/9-1/9/20	58052	01/13/2020	02/06/2020	194.50
							<b>194.50</b>
101-211.000-725.400	Fuel MCNEECE BROS OIL	261670	Fuel/Police Dept.	58030	01/24/2020	02/06/2020	3.00
	WEX BANK	63550691	Fuel/January 2020	1081	02/07/2020	02/06/2020	710.44
							<b>713.44</b>
101-211.000-730.200	Technical AIRWAVE COMMUNICATIONS	437742	Engrave Customer Information	57981	10/11/2019	02/06/2020	45.00
							<b>45.00</b>
101-211.000-740.100	Repair & DESERT AIR CONDITIONING, O'REILLY AUTO PARTS	B34817	Diagnostic Fees, Replace A/C Battery #907 PD	58002 58034	01/22/2020 12/11/2019	02/06/2020 02/06/2020	670.00 181.07
							<b>851.07</b>
101-211.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	57984	01/29/2020	02/06/2020	139.67
							<b>139.67</b>
101-211.000-740.400	Rent CANON FINANCIAL	20993984	Copier Leases/Police	57993	01/13/2020	02/06/2020	459.74
							<b>459.74</b>

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	VERIZON WIRELESS		Mobile Broadband/Police Dept.	58063	01/15/2020	02/06/2020	304.08
							<b>304.08</b>
101-211.000-750.210	Postage PITNEY BOWES PURCHASE		Postage - Police Dept.	58039	01/17/2020	02/06/2020	301.50
							<b>301.50</b>
101-211.000-750.510	SBSD-EVOC///		Driver Awareness Instructor/	58048	01/24/2020	02/06/2020	1,170.00
							<b>1,170.00</b>
101-211.000-750.600	PETTY CASH -BRAWLEY P		Petty Cash - Police Dept.	58037	01/30/2020	02/06/2020	25.00
							<b>25.00</b>
							<b>Total Dept. Police Protection: 33,203.25</b>
<b>Dept: 211.300 Graffiti Abatement</b>							
101-211.300-721.200	Other WAL-MART STORES, INC.	06101	Towels, Paint	58065	01/27/2020	02/06/2020	55.45
							<b>55.45</b>
							<b>Total Dept. Graffiti Abatement: 55.45</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	8,307.19 8,340.48
							<b>16,647.67</b>
101-221.000-725.400	Fuel WEX BANK	63550691	Fuel/January 2020	1081	02/07/2020	02/06/2020	444.16
							<b>444.16</b>
							<b>Total Dept. Fire Department: 17,091.83</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-750.200	AT&T		U-Verse Internet 1/24-2/23	57985	01/23/2020	02/06/2020	53.50
							<b>53.50</b>
							<b>Total Dept. Fire Station #2: 53.50</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	416.53 416.53
							<b>833.06</b>
101-231.000-720.200	Books and INTERNATIONAL CODE		2019 CA Complete Collection	58022	01/21/2020	02/06/2020	1,266.28
							<b>1,266.28</b>
							<b>Total Dept. Building Inspection: 2,099.34</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	155.36 155.36
							<b>310.72</b>
101-241.000-725.400	Fuel MCNEECE BROS OIL WEX BANK	871489 63550691	Fuel/Public Works Fuel/January 2020	58030 1081	12/31/2019 02/07/2020	02/06/2020 02/06/2020	481.27 65.04

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							<b>546.31</b>
101-241.000-730.200	Technical						
	HOWARD VETERINARY	243665	Vet Services 1/8, 1/10	58016	01/13/2020	02/06/2020	260.00
	HOWARD VETERINARY	243752	Vet Services 1/22/20	58016	01/22/2020	02/06/2020	114.00
	HOWARD VETERINARY	243711	Vet Services 1/17/20	58016	01/17/2020	02/06/2020	146.00
	IMPERIAL LANDFILL, INC.///		Animal Dumping Fees	58021	01/15/2020	02/06/2020	61.69
							<b>581.69</b>
<b>Total Dept. Animal Control:</b>							<b>1,438.72</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	1,458.97
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	1,458.97
							<b>2,917.94</b>
101-311.000-720.100	Office						
	OFFICE DEPOT, INC.///		Binders, Toner, Batteries	58035	01/03/2020	02/06/2020	360.36
							<b>360.36</b>
101-311.000-721.110	Food and						
	WAL-MART STORES, INC.	04245	Creamer	58065	01/28/2020	02/06/2020	10.06
							<b>10.06</b>
101-311.000-721.200	Other						
	OFFICE DEPOT, INC.///		Binders, Toner, Batteries	58035	01/03/2020	02/06/2020	50.62
							<b>50.62</b>
101-311.000-725.400	Fuel						
	MCNEECE BROS OIL	871489	Fuel/Public Works	58030	12/31/2019	02/06/2020	103.01
							<b>103.01</b>
101-311.000-740.100	Repair &						
	CANON SOLUTIONS		P.W. Scanner Maintenance	57994	12/31/2019	02/06/2020	62.60
	CANON SOLUTIONS		P.W. Printer Maintenance	57994	12/31/2019	02/06/2020	30.27
							<b>92.87</b>
101-311.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	57984	01/27/2020	02/06/2020	26.12
	ALSCO AMERICAN LINEN		Cleaning Services	57984	02/03/2020	02/06/2020	26.12
							<b>52.24</b>
101-311.000-750.650	Taxes, Fees,						
	DEPT OF TOXIC		Wildcat Road Project 401328	58001	12/24/2019	02/06/2020	510.52
							<b>510.52</b>
<b>Total Dept. Engineering:</b>							<b>4,097.62</b>
<b>Dept: 411.000 Community</b>							
101-411.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	444.37
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	444.37
							<b>888.74</b>
<b>Total Dept. Community Development:</b>							<b>888.74</b>
<b>Dept: 511.000 Parks</b>							
101-511.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	824.00
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	878.35
							<b>1,702.35</b>
101-511.000-720.600	Plumbing						

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	LABRUCHERIE IRRIGATION		Sprinklers	58025	01/24/2020	02/06/2020	389.84
	LABRUCHERIE IRRIGATION		Sprinklers	58025	01/28/2020	02/06/2020	29.80
							<b>419.64</b>
101-511.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1744176	Uniforms/Cesar Duarte	58058	01/08/2020	02/06/2020	284.17
	UNIFIRST CORPORATION///	360 1744179	Uniforms/David Siqueiroz	58058	01/08/2020	02/06/2020	257.11
	UNIFIRST CORPORATION///	360 1744180	Uniform/David Villalobos	58058	01/08/2020	02/06/2020	278.35
							<b>819.63</b>
101-511.000-721.200	Other						
	FERGUSON ENTERPRISES,	8421095	Valve Sensor Wall Kit	58008	01/10/2020	02/06/2020	342.20
	IMPERIAL HARDWARE CO.,	570193/2	Plastic Sheeting	58020	11/21/2019	02/06/2020	58.17
	IMPERIAL HARDWARE CO.,	572889/2	Key Identifiers, Key	58020	12/18/2019	02/06/2020	6.48
	IMPERIAL HARDWARE CO.,	573518/2	Sanding Masks	58020	12/27/2019	02/06/2020	24.23
	IMPERIAL HARDWARE CO.,	575828/2	Padlock, Hasp	58020	01/22/2020	02/06/2020	20.83
	IMPERIAL HARDWARE CO.,	575949/2	Washers, Screw	58020	01/23/2020	02/06/2020	2.73
	IMPERIAL HARDWARE CO.,	576365/2	Batteries	58020	01/28/2020	02/06/2020	44.15
	NUCO2///	61891494	Labor Fee, Processing Fee	58033	01/09/2020	02/06/2020	2.32
							<b>501.11</b>
101-511.000-721.900	Small tools &						
	LABRUCHERIE IRRIGATION		Shovels	58025	01/23/2020	02/06/2020	33.81
	LABRUCHERIE IRRIGATION		Shovel	58025	01/24/2020	02/06/2020	16.91
							<b>50.72</b>
101-511.000-725.400	Fuel						
	MCNEECE BROS OIL	261036	Fuel/Parks & Rec Dept.	58030	01/10/2020	02/06/2020	45.82
	WEX BANK	63550691	Fuel/January 2020	1081	02/07/2020	02/06/2020	381.09
							<b>426.91</b>
101-511.000-740.100	Repair &						
	IMPERIAL HARDWARE CO.,	575669/2	Trailer Connector #90 Parks	58020	01/21/2020	02/06/2020	8.99
	IMPERIAL HARDWARE CO.,	575942/2	Graphite Powder #47 Parks	58020	01/23/2020	02/06/2020	5.32
	K-C WELDING RENTALS,	28618	Bushing #90 Parks	58023	01/21/2020	02/06/2020	6.47
	NUCO2///	61891494	Labor Fee, Processing Fee	58033	01/09/2020	02/06/2020	185.00
							<b>205.78</b>
							<b>Total Dept. Parks: 4,126.14</b>
<b>Dept: 521.000</b>	<b>Recreation &amp; Lions</b>						
101-521.000-470.110	Rents and						
	SMALL/CLARK//	958151	Refund Deposit/Lions Center	58050	08/13/2019	02/06/2020	100.00
							<b>100.00</b>
101-521.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	298.48
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	298.48
							<b>596.96</b>
101-521.000-720.300	Chemicals						
	IMPERIAL HARDWARE CO.,	576075/2	Video Surveillance Sign, Weed	58020	01/24/2020	02/06/2020	29.08
	NUCO2///	61895804	CO2 Bulk	58033	01/10/2020	02/06/2020	162.50
							<b>191.58</b>
101-521.000-720.800	Janitorial						
	WAL-MART STORES, INC.	01362	Trash Bags, All Purpose	58065	01/24/2020	02/06/2020	58.33
							<b>58.33</b>
101-521.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1744178	Uniforms/Fanny Posada	58058	01/08/2020	02/06/2020	139.15
	WAL-MART STORES, INC.	01361	Uniforms/Fanny Posada	58065	01/24/2020	02/06/2020	113.67
							<b>252.82</b>

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101-521.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	575915/2	Trash Cans	58020	01/23/2020	02/06/2020	29.08
	IMPERIAL HARDWARE CO.,	576075/2	Video Surveillance Sign, Weed	58020	01/24/2020	02/06/2020	7.50
	IMPERIAL HARDWARE CO.,	576500/2	Battery, Wall Plates	58020	01/29/2020	02/06/2020	20.88
	IMPERIAL HARDWARE CO.,	576505/2	Return Wall Plates	58020	01/29/2020	02/06/2020	-3.65
	IMPERIAL HARDWARE CO.,	576506/2	Wall Plates	58020	01/29/2020	02/06/2020	3.56
	NUCO2///	61986081	Detector, Sensor Kit	58033	02/01/2020	02/06/2020	26.31
	WAL-MART STORES, INC.	01362	Trash Bags, All Purpose	58065	01/24/2020	02/06/2020	8.59
							<b>92.27</b>
101-521.000-740.200	Cleaning						
	ALSCO AMERICAN LINEN		Cleaning Services	57984	01/27/2020	02/06/2020	27.00
							<b>27.00</b>
							<b>Total Dept. Recreation &amp; Lions Center: 1,318.96</b>
<b>Dept: 521.100</b>	<b>Recreation Leagues</b>						
101-521.100-721.100	Uniforms						
	BSN SPORTS, LLC///		Basketball Jersey	57992	01/21/2020	02/06/2020	19.40
	BSN SPORTS, LLC///		Basketball Jerseys	57992	01/14/2020	02/06/2020	1,795.06
							<b>1,814.46</b>
101-521.100-721.200	Other						
	IMPERIAL HARDWARE CO.,	569217/2	Cable Ties	58020	11/12/2019	02/06/2020	21.31
							<b>21.31</b>
101-521.100-730.200	Technical						
	ALEXANDER/BRYAN//		BB Referee 1/27, 1/29-1/30	57982	01/31/2020	02/06/2020	171.00
	CARRILLO/CRISTOPHER		BB Scorekeeper 1/28/20	57995	01/31/2020	02/06/2020	32.00
	FERNANDEZ/TANYA//		BB Scorekeeper 1/29-1/30	58009	01/31/2020	02/06/2020	128.00
	FIERRO/HAYDEN//		BB Referee 1/29/20	58010	01/31/2020	02/06/2020	38.00
	GARCIA/APRIL//		BB Scorekeeper 1/27, 1/29	58013	01/31/2020	02/06/2020	80.00
	MEJIA/FRANCISCO//		BB Referee 1/29/20	58031	01/31/2020	02/06/2020	38.00
	NAVARRO/RAUL DIEGO//		BB Referee 1/27-1/28, 1/30	58032	01/31/2020	02/06/2020	209.00
	PADILLA/GISELLE//		BB Scorekeeper 1/27-1/28, 1/30	58036	01/31/2020	02/06/2020	144.00
	RETANA/ALEXIS//		BB Scorekeeper 1/28/20	58046	01/31/2020	02/06/2020	32.00
	ROMAN/SERENA//		BB Referee 1/29/20	58047	01/31/2020	02/06/2020	38.00
	ZAJDEL/STEVEN//		BB Referee 1/28-1/29	58067	01/31/2020	02/06/2020	114.00
	ZEPEDA/RACHEL VIZCARRA//		BB Scorekeeper 1/29/20	58068	01/31/2020	02/06/2020	32.00
	ZEPEDA/RAQUEL A//		BB Scorekeeper 1/27, 1/29	58069	01/31/2020	02/06/2020	64.00
							<b>1,120.00</b>
							<b>Total Dept. Recreation Leagues: 2,955.77</b>
<b>Dept: 522.000</b>	<b>Senior Citizens</b>						
101-522.000-750.200							
	AT&T		U-Verse Internet 1/24-2/23	57985	01/23/2020	02/06/2020	64.20
							<b>64.20</b>
							<b>Total Dept. Senior Citizens Center: 64.20</b>
<b>Dept: 551.000</b>	<b>Library</b>						
101-551.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	713.43
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	713.43
							<b>1,426.86</b>
101-551.000-720.210	Audiovisual						
	BLACKSTONE AUDIO, INC///	1160576	Book on CD	57989	01/23/2020	02/06/2020	50.00
							<b>50.00</b>
101-551.000-740.100	Repair &						
	AA ELECTRIC///	252	Replace Light Fixtures	57979	12/18/2019	02/06/2020	2,418.02
	CANON FINANCIAL	20993983	Copier Lease, Usage/Library	57993	01/13/2020	02/06/2020	113.24

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	DESERT AIR CONDITIONING,	B447300	A/C Inspections/Library	58002	01/15/2020	02/06/2020	252.00
							<b>2,783.26</b>
101-551.000-740.400	Rent						
	BRAWLEY MASONIC TEMPLE		Office Space Rent - Feb 2020	57990	02/03/2020	02/06/2020	500.00
	CANON FINANCIAL	20993983	Copier Lease, Usage/Library	57993	01/13/2020	02/06/2020	211.14
							<b>711.14</b>
							<b>Total Dept. Library: 4,971.26</b>
<b>Dept: 551.100 Library Grant -</b>							
101-551.100-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	295.48
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	284.49
							<b>579.97</b>
							<b>Total Dept. Library Grant - LAMBS: 579.97</b>
							<b>Total Fund General Fund: 91,099.64</b>
<b>Fund: 211 Gas Tax</b>							
<b>Dept: 312.000 Street Maintenance</b>							
211-312.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	840.36
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	984.38
							<b>1,824.74</b>
211-312.000-720.700	Construction						
	FARMERS LAND LEVELING,	23132	Class II Base	58007	01/27/2020	02/06/2020	1,755.12
							<b>1,755.12</b>
211-312.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1744189	Uniforms/Jonathan Gutierrez	58058	01/08/2020	02/06/2020	233.35
	UNIFIRST CORPORATION///	260 1744190	Uniforms/Julian Jimenez	58058	01/08/2020	02/06/2020	209.59
	UNIFIRST CORPORATION///	360 1744191	Uniform/Jose Limon	58058	01/08/2020	02/06/2020	251.29
	UNIFIRST CORPORATION///	260 1744192	Uniforms/Pablo Lopez	58058	01/08/2020	02/06/2020	253.55
	UNIFIRST CORPORATION///	360 1744193	Uniforms/Javier Renteria	58058	01/08/2020	02/06/2020	206.03
	UNIFIRST CORPORATION///	360 1744194	Uniforms/Ricardo Rosales	58058	01/08/2020	02/06/2020	209.59
	UNIFIRST CORPORATION///	360 1744195	Uniforms/Julio Velasco	58058	01/08/2020	02/06/2020	206.03
							<b>1,569.43</b>
							<b>Total Dept. Street Maintenance &amp; 5,149.29</b>
							<b>Total Fund Gas Tax: 5,149.29</b>
<b>Fund: 212 Hwy Relinquishment</b>							
<b>Dept: 000.000</b>							
212-000.000-201.719							
	AGGREGATE PRODUCTS,	1002030	Streets Rehab Phase 11	57980	12/23/2019	02/06/2020	-2,602.50
							<b>-2,602.50</b>
							<b>Total Dept. 000000: -2,602.50</b>
<b>Dept: 312.000 Street Maintenance</b>							
212-312.000-730.100	Professional						
	AGGREGATE PRODUCTS,	1002030	Streets Rehab Phase 11	57980	12/23/2019	02/06/2020	52,050.00
							<b>52,050.00</b>
							<b>Total Dept. Street Maintenance &amp; 52,050.00</b>
							<b>Total Fund Hwy 49,447.50</b>

Fund: 213 SB 821 - Ped. & Bic.

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<b>Fund: 313.000 Bicycle &amp;</b>							
<b>Dept: 313.000 Bicycle &amp;</b>							
213-313.000-721.200	Other						
	WAL-MART STORES, INC.	01362	Trash Bags, All Purpose	58065	01/24/2020	02/06/2020	41.89
							<u>41.89</u>
							<b>Total Dept. Bicycle &amp; Pedestrian Fac.: 41.89</b>
							<b>Total Fund SB 821 - Ped. &amp; 41.89</b>
<b>Fund: 222 Law Enforcement</b>							
<b>Dept: 211.200 Asset</b>							
222-211.200-721.100	Uniforms						
	PROFORCE MARKETING,	397777	Concealable Carriers, Vests	58042	01/14/2020	02/06/2020	10,854.74
	PROFORCE MARKETING,	398050	Concealable Carriers, Vests	58042	01/17/2020	02/06/2020	3,831.08
							<u>14,685.82</u>
							<b>Total Dept. Asset Forfeiture-Federal: 14,685.82</b>
							<b>Total Fund Law 14,685.82</b>
<b>Fund: 241 Bernardo Padilla</b>							
<b>Dept: 511.100 Parks, Landscape &amp;</b>							
241-511.100-721.200	Other						
	LABRUCHERIE IRRIGATION		Backflow/7th & River Drive	58025	01/24/2020	02/06/2020	599.17
	LABRUCHERIE IRRIGATION		Nipple, Union, Tape/7th &	58025	01/27/2020	02/06/2020	55.80
							<u>654.97</u>
							<b>Total Dept. Parks, Landscape &amp; 654.97</b>
							<b>Total Fund Bernardo 654.97</b>
<b>Fund: 245 CFD 05-3 La Paloma</b>							
<b>Dept: 195.000 Comm Fac Dist</b>							
245-195.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	2.65
							<u>2.65</u>
							<b>Total Dept. Comm Fac Dist: 2.65</b>
							<b>Total Fund CFD 05-3 La 2.65</b>
<b>Fund: 421 Capital Projects -</b>							
<b>Dept: 310.000 Street Projects</b>							
421-310.000-730.200	Technical						
	SIERRA MATERIAL TESTING	1282	Street Rehab Testing Phase 11	58049	12/06/2019	02/06/2020	2,832.50
							<u>2,832.50</u>
							<b>Total Dept. Street Projects: 2,832.50</b>
							<b>Total Fund Capital Projects 2,832.50</b>
<b>Fund: 501 Water</b>							
<b>Dept: 000.000</b>							
501-000.000-205.200	Water						
	CHACON/JOHN E//		Rfnd Dep 1203 Calle Estrella	57996	01/31/2020	02/06/2020	234.80
	FUENTES/ENRIQUE//		Refund Deposit 895 Flammang	58011	01/29/2020	02/06/2020	17.93
	KENAI DRILLING LIMITED///		Rfnd Dep, Ovrpmt 1135 Walnut	58024	12/19/2019	02/06/2020	211.92
	STOVAL/SALLY I//		Refund Deposit 205 Main Street	58055	01/21/2020	02/06/2020	194.18
	VELASQUEZ/JOSHUA//		Refund Deposit 1135 Welcome St	58062	01/29/2020	02/06/2020	140.60
							<u>799.43</u>

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<b>Total Dept. 000000:</b>							<b>799.43</b>
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales SMITH/ARDONNA//		Rfnd Ovrpmt 351 J Street	58051	01/21/2020	02/06/2020	73.24
							<b>73.24</b>
501-321.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	1,409.83 1,408.79
							<b>2,818.62</b>
501-321.000-720.100	Office 360 BUSINESS PRODUCTS/// 360 BUSINESS PRODUCTS/// 360 BUSINESS PRODUCTS///		Planner, Markers Pens Pencils, Pens, Copy Paper	57978 57978 57978	01/07/2020 01/07/2020 01/06/2020	02/06/2020 02/06/2020 02/06/2020	93.78 78.38 454.80
							<b>626.96</b>
501-321.000-720.300	Chemicals BRENNTAG PACIFIC INC.///	BPI15181	Sodium Hypochlorite	57991	01/13/2020	02/06/2020	7,830.37
							<b>7,830.37</b>
501-321.000-720.600	Plumbing IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION RDO EQUIPMENT CO./// USA BLUEBOOK, INC.///	576351/2   109529	Brush, Plier, Coupling, Tape Bushing, Adapters, Teflon Tape Air & Vacuum Relief/Pump #423 Tube Assembly	58020 58025 58044 58060	01/28/2020 01/28/2020 01/28/2020 01/08/2020	02/06/2020 02/06/2020 02/06/2020 02/06/2020	17.39 77.72 127.71 290.98
							<b>513.80</b>
501-321.000-721.100	Uniforms UNIFIRST CORPORATION/// UNIFIRST CORPORATION/// UNIFIRST CORPORATION/// UNIFIRST CORPORATION/// UNIFIRST CORPORATION/// UNIFIRST CORPORATION///	360 1744183 360 1744199 360 1744184 360 1744200 360 1744201 360 1744185	Uniforms/Raul Bernal Uniform/Eduardo Escargara Uniforms/Pete Guzman Uniforms/Roberto Orozco Uniforms/Jared Jaramillo Uniforms/Jorge V Gonzalez	58058 58058 58058 58058 58058 58058	01/08/2020 01/08/2020 01/08/2020 01/08/2020 01/08/2020 01/08/2020	02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020	200.21 241.06 200.11 194.29 231.89 200.21
							<b>1,267.77</b>
501-321.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., MALLORY SAFETY & SUPPLY	576351/2 576437/2 572229/2 575767/2 575947/2 575796/2 4756065	Brush, Plier, Coupling, Tape Padlocks, C-Clip, Batteries Screwdriver, Paint Pail Filters, Spray Paint, Brush Storage Totes Anchor Kit First Aid Kits	58020 58020 58020 58020 58020 58020 58028	01/28/2020 01/29/2020 12/12/2019 01/22/2020 01/23/2020 01/22/2020 12/10/2019	02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020	82.96 67.97 4.84 84.03 25.84 16.47 73.27
							<b>355.38</b>
501-321.000-721.900	Small tools & IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., MALLORY SAFETY & SUPPLY	576351/2 572229/2 4752309	Brush, Plier, Coupling, Tape Screwdriver, Paint Pail Gas Monitor Sensors	58020 58020 58028	01/28/2020 12/12/2019 12/03/2019	02/06/2020 02/06/2020 02/06/2020	28.11 8.71 936.35
							<b>973.17</b>
501-321.000-725.400	Fuel MCNEECE BROS OIL	871489	Fuel/Public Works	58030	12/31/2019	02/06/2020	218.16
							<b>218.16</b>
501-321.000-730.100	Professional LEE & RO. INC./// LEE & RO. INC./// LEE & RO. INC./// LEE & RO. INC.///	1183-01/06 1183-01/07 1183-01/08 1183-01/09	WTP Sedimentation Basins WTP Sedimentation Basins WTP Sedimentation Basins WTP Sedimentation Basins	58026 58026 58026 58026	08/01/2019 10/01/2019 12/03/2019 01/02/2020	02/06/2020 02/06/2020 02/06/2020 02/06/2020	1,013.00 1,557.60 1,352.76 1,091.44

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							<b>5,014.80</b>
501-321.000-740.100	Repair & EL CENTRO MOTORS/// O'REILLY AUTO PARTS	6263986	Repair Brakes #107 WTP Battery #75 WTP	58004 58034	12/27/2019 01/29/2020	02/06/2020 02/06/2020	349.35 117.77
							<b>467.12</b>
501-321.000-740.400	Rent ELMS EQUIPMENT///		Vibratory Plate Compactor	58005	01/22/2020	02/06/2020	98.16
							<b>98.16</b>
501-321.000-750.500	Training WESTERN GROWERS	6989	Safety Training	58066	01/24/2020	02/06/2020	257.56
							<b>257.56</b>
<b>Total Dept. Water Treatment:</b>							<b>20,515.11</b>
<b>Dept: 322.000 Water Distribution</b>							
501-322.000-710.300	P E R S PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	1,197.80 1,052.39
							<b>2,250.19</b>
501-322.000-720.600	Plumbing CORE & MAIN LP/// CORE & MAIN LP/// CORE & MAIN LP/// CORE & MAIN LP/// CORE & MAIN LP///	L698611 L756784 L698615 L762897 L795820	Repair Clamps Repair Clamps Repair Clamps, Saddles Turbines Registers	57998 57998 57998 57998 57998	01/07/2020 01/09/2020 01/16/2020 01/10/2020 01/17/2020	02/06/2020 02/06/2020 02/06/2020 02/06/2020 02/06/2020	919.31 128.37 499.13 1,118.36 13,250.67
							<b>15,915.84</b>
501-322.000-720.700	Construction FARMERS LAND LEVELING,	23132	Class II Base	58007	01/27/2020	02/06/2020	1,755.13
							<b>1,755.13</b>
501-322.000-721.100	Uniforms UNIFIRST CORPORATION///	260 1744188	Uniforms/Joseph Galvan	58058	01/08/2020	02/06/2020	253.55
							<b>253.55</b>
501-322.000-721.200	Other IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., REDDY ICE, CORPORATION///	575374/2 575936/2	Paint Marker, Screwdriver Hammer, Hand Sanitizer Ice	58020 58020 58045	01/17/2020 01/23/2020 12/23/2019	02/06/2020 02/06/2020 02/06/2020	12.48 2.91 309.24
							<b>324.63</b>
501-322.000-721.900	Small tools & IMPERIAL HARDWARE CO., IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION	575374/2 575936/2	Paint Marker, Screwdriver Hammer, Hand Sanitizer Hand Pump	58020 58020 58025	01/17/2020 01/23/2020 01/22/2020	02/06/2020 02/06/2020 02/06/2020	10.16 8.23 45.01
							<b>63.40</b>
501-322.000-725.400	Fuel MCNEECE BROS OIL MCNEECE BROS OIL WEX BANK	871489 261747 63550691	Fuel/Public Works Fuel/Public Works Fuel/January 2020	58030 58030 1081	12/31/2019 01/23/2020 02/07/2020	02/06/2020 02/06/2020 02/06/2020	2,949.68 149.17 54.18
							<b>3,153.03</b>
501-322.000-750.500	Training WESTERN GROWERS	6905	Safety Training	58066	01/13/2020	02/06/2020	257.56
							<b>257.56</b>
<b>Total Dept. Water Distribution:</b>							<b>23,973.33</b>

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<b>Total Fund Water:</b>							<b>45,287.87</b>
<b>Fund: 511 Wastewater</b>							
<b>Dept: 331.000 Wastewater</b>							
511-331.000-440.730	Sewer						
	KENAI DRILLING LIMITED///		Rfnd Dep, Ovrpmt 1135 Walnut	58024	12/19/2019	02/06/2020	32.86
							<b>32.86</b>
511-331.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	319.02
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	297.35
							<b>616.37</b>
511-331.000-720.600	Plumbing						
	LABRUCHERIE IRRIGATION		Replacement Cartridge	58025	01/15/2020	02/06/2020	222.78
							<b>222.78</b>
511-331.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1744202	Uniforms/Omar Balderas	58058	01/08/2020	02/06/2020	209.59
							<b>209.59</b>
511-331.000-725.400	Fuel						
	MCNEECE BROS OIL	871489	Fuel/Public Works	58030	12/31/2019	02/06/2020	201.37
							<b>201.37</b>
511-331.000-740.100	Repair &						
	HAAKER EQUIPMENT CO.,	C58644	Ball Cage, Float Ball #105	58014	01/15/2020	02/06/2020	958.70
	IMPERIAL HARDWARE CO.,	574563/2	Vinyl Tube, Nozzle #105 Sewer	58020	01/09/2020	02/06/2020	19.01
	MARK DOWDEN WELDING	21827	Repair Float #105 Sewer	58029	01/09/2020	02/06/2020	102.22
							<b>1,079.93</b>
<b>Total Dept. Wastewater Collection:</b>							<b>2,362.90</b>
<b>Dept: 332.000 Wastewater</b>							
511-332.000-710.300	P E R S						
	PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	1,038.55
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	1,038.55
							<b>2,077.10</b>
511-332.000-720.500	Electrical						
	IMPERIAL HARDWARE CO.,	574701/2	Electrical Tape, Vinyl Tape	58020	01/10/2020	02/06/2020	18.77
	IMPERIAL HARDWARE CO.,	576375/2	Bleach, Roller Cover, Plug	58020	01/28/2020	02/06/2020	17.99
							<b>36.76</b>
511-332.000-721.100	Uniforms						
	UNIFIRST CORPORATION///	360 1744197	Uniforms/Sylvia Olvera	58058	01/08/2020	02/06/2020	145.51
	UNIFIRST CORPORATION///	360 1744198	Uniforms/Truman Rogers	58058	01/08/2020	02/06/2020	251.29
	UNIFIRST CORPORATION///	360 1744196	Uniforms/Antonio Garcia	58058	01/08/2020	02/06/2020	171.66
							<b>568.46</b>
511-332.000-721.200	Other						
	IMPERIAL HARDWARE CO.,	576375/2	Bleach, Roller Cover, Plug	58020	01/28/2020	02/06/2020	80.45
	MALLORY SAFETY & SUPPLY	4768694	First Aid Kit Supplies	58028	01/08/2020	02/06/2020	42.91
	MCNEECE BROS OIL	261502	Oil	58030	01/21/2020	02/06/2020	16.16
	MCNEECE BROS OIL	261500	Oil	58030	01/21/2020	02/06/2020	445.92
	REDDY ICE, CORPORATION///		Ice	58045	01/29/2020	02/06/2020	220.89
							<b>806.33</b>
511-332.000-725.400	Fuel						
	MCNEECE BROS OIL	871489	Fuel/Public Works	58030	12/31/2019	02/06/2020	383.15
							<b>383.15</b>
511-332.000-730.200	Technical						

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	BABCOCK LABORATORIES,		Wastewater Analysis	57987	01/14/2020	02/06/2020	69.00
	BABCOCK LABORATORIES,		Wastewater Analysis	57987	01/14/2020	02/06/2020	159.00
	BABCOCK LABORATORIES,		Wastewater Analysis	57987	01/17/2020	02/06/2020	159.00
	BABCOCK LABORATORIES,		Wastewater Analysis	57987	01/21/2020	02/06/2020	159.00
	BABCOCK LABORATORIES,		Wastewater Analysis	57987	01/21/2020	02/06/2020	212.00
	ENTHALPY		Toxicity Testing	58006	01/15/2020	02/06/2020	2,700.00
	ENTHALPY		Toxicity Testing	58006	01/20/2020	02/06/2020	775.00
	ENTHALPY		Toxicity Testing	58006	01/15/2020	02/06/2020	900.00
							<b>5,133.00</b>
511-332.000-740.100	Repair & AUTO ZONE, INC. #2804///		Shifting Cable #106 WWTP	57986	01/14/2020	02/06/2020	87.27
							<b>87.27</b>
511-332.000-750.500	Training WESTERN GROWERS	6990	Safety Training	58066	01/24/2020	02/06/2020	257.56
							<b>257.56</b>
511-332.000-750.600	CWEA///		CWEA Membership/Sylvia Olvera	58000	01/10/2020	02/06/2020	286.00
							<b>286.00</b>
							<b>Total Dept. Wastewater treatment: 9,635.63</b>
							<b>Total Fund Wastewater: 11,998.53</b>
<b>Fund: 531 Airport</b>							
<b>Dept: 351.000 Airport</b>							
531-351.000-710.300	P E R S PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20	1080	02/04/2020	02/06/2020	42.44
	PUBLIC EMPLOYEES		PERS 1/14/20-1/27/20	1080	02/04/2020	02/06/2020	3.79
							<b>46.23</b>
531-351.000-740.100	Repair & VALLEY PETROLEUM	49505	Install Aviation Hose	58061	01/17/2020	02/06/2020	1,490.88
							<b>1,490.88</b>
							<b>Total Dept. Airport: 1,537.11</b>
							<b>Total Fund Airport: 1,537.11</b>
<b>Fund: 602 Risk Management</b>							
<b>Dept: 000.000</b>							
602-000.000-200.034	Health PRINCIPAL FINANCIAL		Life Insurance - February 2020	58040	01/18/2020	02/06/2020	2,763.63
	VISION SERVICE PLAN (CA),		Feb Vision Insurance Plan B	58064	01/19/2020	02/06/2020	727.72
	VISION SERVICE PLAN (CA),		Feb Vision Insurance Plan C	58064	01/19/2020	02/06/2020	1,200.19
							<b>4,691.54</b>
							<b>Total Dept. 000000: 4,691.54</b>
<b>Dept: 812.000 Unemployment</b>							
602-812.000-750.110	Claims EMPLOYMENT		2019 4th Qtr Unemployment	1078	02/03/2020	02/06/2020	6,657.00
							<b>6,657.00</b>
							<b>Total Dept. Unemployment: 6,657.00</b>
<b>Dept: 814.000 Employee Health</b>							
602-814.000-750.100	Insurance HOLMAN PROFESSIONAL		Employee Assistance Feb 2020	58015	02/01/2020	02/06/2020	546.25
							<b>546.25</b>

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<b>Total Dept. Employee Health Benefits:</b>							<b>546.25</b>
<b>Total Fund Risk</b>							<b>11,894.79</b>
<b>Fund: 802 Payroll Clearing</b>							
<b>Dept: 000.000</b>							
802-000.000-200.003	Federal tax INTERNAL REVENUE		Federal Payroll Taxes	1079	02/07/2020	02/06/2020	15,024.26
							<b>15,024.26</b>
802-000.000-200.004	State tax EMPLOYMENT		State Taxes	1078	02/07/2020	02/06/2020	6,786.79
							<b>6,786.79</b>
802-000.000-200.006	Social INTERNAL REVENUE		Federal Payroll Taxes	1079	02/07/2020	02/06/2020	12,447.61
							<b>12,447.61</b>
802-000.000-200.007	Medicare INTERNAL REVENUE		Federal Payroll Taxes	1079	02/07/2020	02/06/2020	2,911.15
							<b>2,911.15</b>
802-000.000-200.008	Retirement PUBLIC EMPLOYEES PUBLIC EMPLOYEES		PERS 12/31/19-1/13/20 PERS 1/14/20-1/27/20	1080 1080	02/04/2020 02/04/2020	02/06/2020 02/06/2020	21,823.92 21,745.50
							<b>43,569.42</b>
802-000.000-200.030	Employer INTERNAL REVENUE INTERNAL REVENUE		Federal Payroll Taxes Federal Payroll Taxes	1079 1079	02/07/2020 02/07/2020	02/06/2020 02/06/2020	2,911.15 12,447.61
							<b>15,358.76</b>
<b>Total Dept. 000000:</b>							<b>96,097.99</b>
<b>Total Fund Payroll</b>							<b>96,097.99</b>
<b>Grand Total:</b>							<b>330,730.55</b>

# Check Register Report

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Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
58070	02/13/2020	Printed	O200	180 SOLUTIONS LLC	COB Telephone Systems Review	259.23
58071	02/13/2020	Printed	B364	360 BUSINESS PRODUCTS	Planners	81.16
58072	02/13/2020	Printed	A950	AGGREGATE PRODUCTS, INC	Rio Vista Ave. Asphalt Rehab.	6,570.78
58073	02/13/2020	Printed	A243	AIR CONDITIONING GUYS INC	A/C Service	336.00
58074	02/13/2020	Printed	A414	AIRWAVE COMMUNICATIONS ENT	Tail Lamp #3964 FD	29.09
58075	02/13/2020	Printed	A997	BRYCE ANTHONY ALEXANDER	BB Referee 1/31, 2/3, 2/5-2/6	209.00
58076	02/13/2020	Printed	A126	ALSCO AMERICAN LINEN DIV.	Cleaning Services	27.00
58077	02/13/2020	Printed	A232	ARC INDUSTRIES	Transit Station Services-Jan	357.05
58078	02/13/2020	Printed	A785	AT&T	U-Verse Internet 2/1-2/29	70.33
58079	02/13/2020	Printed	A0104	ATS ENVIRONMENTAL INC	WWTP Testing	792.00
58080	02/13/2020	Printed	A592	AUTO ZONE, INC. #2804	Oil, Filter #3951 FD	103.73
58081	02/13/2020	Printed	B502	BABCOCK LABORATORIES, INC	Various Lab Testing/WTP	1,579.00
58082	02/13/2020	Printed	B3124	BRAX COMPANY, INC	Repair Pump #423	62,597.94
58083	02/13/2020	Printed	B551	BSK ASSOCIATES	Pretreatment Testing	775.00
58084	02/13/2020	Printed	B411	BSN SPORTS, LLC	Signal Horns	54.10
58085	02/13/2020	Printed	C523	C & D LOCKSMITH	Repair Door, Keys	422.17
58086	02/13/2020	Printed	C0430	CRISTOPHER ANDREW CARRILLO	BB Scorekeeper 1/31, 2/4	96.00
58087	02/13/2020	Printed	C567	ISABEL CASTILLO	BB Scorekeeper 2/5/20	32.00
58088	02/13/2020	Printed	C275	CDW GOVERNMENT, INC.	Solid State Drive	283.37
58089	02/13/2020	Void	02/13/2020		Void Check	0.00
58090	02/13/2020	Printed	C504	CITY OF EL CENTRO	Repair Traffic Lights	4,823.76
58091	02/13/2020	Printed	C3758	COUNTY MOTOR PARTS CO INC	Lamp #3912 FD	31.23
58092	02/13/2020	Printed	C129	CREDIT BUREAU OF IMP. COUNT	Bulletin Fees	25.00
58093	02/13/2020	Printed	D138	DESERT RV	Repair Gate & Fenders/Parks	972.30
58094	02/13/2020	Printed	E402	EAN SERVICES, LLC	Vehicle Rental/Omar Balderas	156.71
58095	02/13/2020	Printed	E145	ELMS EQUIPMENT	Weedeater Head	78.68
58096	02/13/2020	Printed	E398	EMPIRE SOUTHWEST LLC	Repair Oil Leak #22 WTP	1,927.94
58097	02/13/2020	Printed	E801	ENTERPRISE FM TRUST	Vehicle Maintenance Tracking	8,998.66
58098	02/13/2020	Printed	F415	TANYA FERNANDEZ	BB Scorekeeper 2/5-2/6	128.00
58099	02/13/2020	Printed	F1066	HAYDEN FIERRO	BB Referee 1/31/20	38.00
58100	02/13/2020	Printed	F474	MARY FLOYD	Mary Floyd Dual Payee Check	1,080.00
58101	02/13/2020	Printed	G1036	APRIL GARCIA	BB Scorekeeper 2/3, 2/5	80.00
58102	02/13/2020	Printed	G512	RICARDO A GUTIERREZ	Travel Adv/Field Training	685.00
58103	02/13/2020	Printed	I447	I. V. TERMITE & PEST CONTRO	Pest Control Svcs F.D. #1	67.00
58104	02/13/2020	Void	02/13/2020		Void Check	0.00
58105	02/13/2020	Printed	I301	IMPERIAL HARDWARE CO., INC.	Batteries	1,014.45
58106	02/13/2020	Printed	I103	IMPERIAL IRRIGATION DISTRIC	Power Bills 12/27/19-1/28/20	39,452.44
58107	02/13/2020	Printed	I443	IMPERIAL PRINTERS	Business Cards/L. Hamby,	54.95
58108	02/13/2020	Printed	I432	IMPERIAL VALLEY COLLEGE	Work Study Students	286.31
58109	02/13/2020	Printed	I975	IMPERIAL VALLEY HUMANE SOCIETY	Animal Control - February 2020	6,000.00
58110	02/13/2020	Printed	J119	JJ JIMENEZ	Refund Usage of Softball Bases	50.00
58111	02/13/2020	Printed	K154	K-C WELDING RENTALS, INC.	Safety Boots/Alan Chan,	305.90
58112	02/13/2020	Printed	L920	LABRUCHERIE IRRIGATION SUPP	Glue	204.61
58113	02/13/2020	Printed	L1065	LC ENGINEERING CONSULTANTS	Victoria Park Unit 3 Plan	8,250.00
58114	02/13/2020	Printed	M730	MALLORY SAFETY & SUPPLY LLC	Gloves, Respirator Masks	100.02
58115	02/13/2020	Printed	M610	FRANCISCO MEJIA	BB Referee 1/31, 2/5	76.00
58116	02/13/2020	Printed	N147	RAUL DIEGO NAVARRO	BB Referee 1/31, 2/3-2/5	247.00
58117	02/13/2020	Printed	N417	NUCO2	CO2 Bulk	180.63
58118	02/13/2020	Printed	O233	O'REILLY AUTO PARTS	Headlight #204 Streets	8.66
58119	02/13/2020	Printed	O113	OK RUBBER TIRES	Tires #105 Sewer	3,168.70
58120	02/13/2020	Printed	O211	ORANGE COUNTY SHERIFF'S OFFICE	Field Training Officer/	65.00
58121	02/13/2020	Printed	O607	OSWALT & ASSOCIATES	Attorney Services - Jan 2020	4,886.10
58122	02/13/2020	Printed	P765	PACKERS MINI STORAGE	Storage Unit B209 Rent/Feb	105.00
58123	02/13/2020	Printed	P291	GISELLE PADILLA	BB Scorekeeper 1/31, 2/4, 2/6	160.00

# Check Register Report

Date: 02/13/2020

Time: 10:25 AM

City of Brawley

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
58124	02/13/2020	Printed	P113	PETTY CASH -CITY CLERK	Petty Cash - City Clerk	24.97
58125	02/13/2020	Printed	P558	PRO RECORD STORAGE, INC.	Document Storage 1/1-1/31/20	132.78
58126	02/13/2020	Printed	R163	RDO EQUIPMENT CO.	Yoke, Bearing #89 Parks	524.96
58127	02/13/2020	Printed	R0291	ALEXIS RETANA	BB Scorekeeper 1/31, 2/4	64.00
58128	02/13/2020	Printed	R517	ROCKWOOD CHEMICAL	Pool Sentry, Herbicide	249.76
58129	02/13/2020	Printed	R885	SERENA ROMAN	BB Referee 2/5/20	38.00
58130	02/13/2020	Printed	S407	DANIEL SCHLEYER	Travel Adv./ICAC Advanced	1,264.88
58131	02/13/2020	Printed	S453	RUBEN SERRANO	Rfnd Ovrpmt 674 N Cesar Chavez	142.00
58132	02/13/2020	Printed	S495	SOUTHERN CALIFORNIA GAS CO.	088 557 5439 9 1/4-2/3/20	115.34
58133	02/13/2020	Printed	S694	STAPLES BUSINESS CREDIT	Pens, Ink Cartridges	528.19
58134	02/13/2020	Printed	T002	DAVID TREVINO	Reimb. Wipers #176 Building	9.63
58135	02/13/2020	Printed	U790	U.S. BANK CORPORATE	Credit Card Charges/N Jauregui	1,316.47
58136	02/13/2020	Printed	U630	UNITED PARCEL SERVICE, INC	Mailings - Engineering	113.74
58137	02/13/2020	Printed	V107	VISION CARE CENTER	Safety Glasses/Julio Velasquez	257.00
58138	02/13/2020	Printed	W221	WAL-MART STORES, INC. #01-1555	Pens, Desk Organizer	126.97
58139	02/13/2020	Printed	Z668	STEVEN ZAJDEL	BB Referee 2/4, 2/6	152.00
58140	02/13/2020	Printed	Z954	RACHEL VIZCARRA ZEPEDA	BB Scorekeeper 1/31, 2/5	64.00
58141	02/13/2020	Printed	Z264	RAQUEL A ZEPEDA	BB Scorekeeper 2/3-2/6	160.00

**Total Checks: 72**

**Checks Total (excluding void checks): 163,667.69**

**Total Payments: 72**

**Bank Total (excluding void checks): 163,667.69**

**Total Payments: 72**

**Grand Total (excluding void checks): 163,667.69**

TPS  
2/13/2020

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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>							
101-000.000-205.275	Planning						
	LC ENGINEERING	1428	Wildcat Improvements	58113	01/06/2020	02/13/2020	5,750.00
	LC ENGINEERING	1431	Victoria Park Unit 3 Plan	58113	01/06/2020	02/13/2020	2,500.00
							<b>8,250.00</b>
101-000.000-205.300							
	FLOYD/MARY//		Mary Floyd Dual Payee Check	58100	02/06/2020	02/13/2020	1,080.00
							<b>1,080.00</b>
<b>Total Dept. 000000:</b>							<b>9,330.00</b>
<b>Dept: 111.000 City Council</b>							
101-111.000-720.100	Office						
	IMPERIAL PRINTERS///	20-268	Business Cards/L. Hamby,	58107	01/23/2020	02/13/2020	54.95
							<b>54.95</b>
101-111.000-721.110	Food and						
	PETTY CASH -CITY CLERK//		Petty Cash - City Clerk	58124	02/04/2020	02/13/2020	19.27
							<b>19.27</b>
101-111.000-721.200	Other						
	PETTY CASH -CITY CLERK//		Petty Cash - City Clerk	58124	02/04/2020	02/13/2020	5.70
							<b>5.70</b>
101-111.000-750.402	Travel - N.J.						
	U.S. BANK CORPORATE///		Credit Card Charges/N Jauregui	58135	01/22/2020	02/13/2020	39.75
							<b>39.75</b>
<b>Total Dept. City Council:</b>							<b>119.67</b>
<b>Dept: 112.000 City Clerk</b>							
101-112.000-740.400	Rent						
	PRO RECORD STORAGE,	0023089	Document Storage 1/1-1/31/20	58125	02/01/2020	02/13/2020	132.78
							<b>132.78</b>
<b>Total Dept. City Clerk:</b>							<b>132.78</b>
<b>Dept: 131.000 City Manager</b>							
101-131.000-721.200	Other						
	U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	58135	01/22/2020	02/13/2020	83.72
							<b>83.72</b>
101-131.000-750.600							
	U.S. BANK CORPORATE///		Credit Card Charges/R. Moore	58135	01/22/2020	02/13/2020	1,193.00
							<b>1,193.00</b>
<b>Total Dept. City Manager:</b>							<b>1,276.72</b>
<b>Dept: 161.000 City Attorney</b>							
101-161.000-730.100	Professional						
	OSWALT & ASSOCIATES///	11234	Attorney Services - Jan 2020	58121	01/31/2020	02/13/2020	1,835.00
	OSWALT & ASSOCIATES///	11235	Attorney Services - Jan 2020	58121	01/31/2020	02/13/2020	3,051.10
							<b>4,886.10</b>
<b>Total Dept. City Attorney:</b>							<b>4,886.10</b>
<b>Dept: 191.000 Non-departmental</b>							
101-191.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	839.05
							<b>839.05</b>
101-191.000-730.100	Professional						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
180 SOLUTIONS LLC///		11818	COB Telephone Systems Review	58070	12/17/2019	02/13/2020	259.23
							<b>259.23</b>
							<b>Total Dept. Non-departmental: 1,098.28</b>
<b>Dept: 211.000 Police Protection</b>							
101-211.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	1,770.04
							<b>1,770.04</b>
101-211.000-740.100 Repair &	ENTERPRISE FM TRUST///		Vehicle Maintenance Tracking	58097	02/05/2020	02/13/2020	6,831.25
	O'REILLY AUTO PARTS		Filter #G151 PD	58118	12/10/2019	02/13/2020	4.05
							<b>6,835.30</b>
101-211.000-750.510	GUTIERREZ/RICARDO A//		Travel Adv/Field Training	58102	02/01/2020	02/13/2020	685.00
	ORANGE COUNTY SHERIFF'S		Field Training Officer/	58120	02/01/2019	02/13/2020	65.00
	SCHLEYER/DANIEL//		Travel Adv./ICAC Advanced	58130	01/29/2020	02/13/2020	1,264.88
							<b>2,014.88</b>
							<b>Total Dept. Police Protection: 10,620.22</b>
<b>Dept: 221.000 Fire Department</b>							
101-221.000-720.100 Office	WAL-MART STORES, INC.	09884	Pens, Desk Organizer	58138	02/06/2020	02/13/2020	54.12
							<b>54.12</b>
101-221.000-721.200 Other	IMPERIAL HARDWARE CO.,	576800/2	Propane	58105	02/02/2020	02/13/2020	25.22
	IMPERIAL HARDWARE CO.,	576576/2	Key, Batteries, Caution Tape	58105	01/30/2020	02/13/2020	52.06
	IMPERIAL HARDWARE CO.,	576640/2	Return Caution Tape	58105	01/30/2020	02/13/2020	-27.11
	IMPERIAL HARDWARE CO.,	576340/2	Tape, Paint	58105	01/28/2020	02/13/2020	23.63
	IMPERIAL HARDWARE CO.,	576288/2	Paint, Roller Covers, Brush	58105	01/27/2020	02/13/2020	124.16
	IMPERIAL HARDWARE CO.,	576273/2	Roller Mop, Ammonia	58105	01/27/2020	02/13/2020	17.38
	IMPERIAL HARDWARE CO.,	576421/2	Tape	58105	01/28/2020	02/13/2020	6.78
	IMPERIAL HARDWARE CO.,	577421/2	Batteries	58105	02/08/2020	02/13/2020	32.30
	WAL-MART STORES, INC.	04616	Shower Caddy, Poster Frames	58138	02/07/2020	02/13/2020	72.85
							<b>327.27</b>
101-221.000-725.200 Electricity	IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	504.13
							<b>504.13</b>
101-221.000-730.200 Technical	I. V. TERMITES & PEST	0277255	Pest Control Svcs F.D. #2	58103	02/05/2020	02/13/2020	38.00
	I. V. TERMITES & PEST	0276273	Pest Control Svcs F.D. #1	58103	01/24/2020	02/13/2020	29.00
							<b>67.00</b>
101-221.000-740.100 Repair &	AIR CONDITIONING GUYS	10967	A/C Service	58073	01/27/2020	02/13/2020	336.00
	AIRWAVE COMMUNICATIONS	438084	Tail Lamp #3964 FD	58074	01/30/2020	02/13/2020	29.09
							<b>365.09</b>
							<b>Total Dept. Fire Department: 1,317.61</b>
<b>Dept: 221.100 Fire Station #2</b>							
101-221.100-720.400 Automotive	AUTO ZONE, INC. #2804///		Car Wash, Wheel Brush	58080	02/07/2020	02/13/2020	11.80
							<b>11.80</b>
101-221.100-721.200 Other	AUTO ZONE, INC. #2804///		Oil, Filter #3951 FD	58080	02/06/2020	02/13/2020	36.04

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	IMPERIAL HARDWARE CO.,	576641/2	Caution Tape	58105	01/30/2020	02/13/2020	60.05
	IMPERIAL HARDWARE CO.,	576579/2	General Hardware	58105	01/30/2020	02/13/2020	0.19
							<b>96.28</b>
101-221.100-721.900	Small tools & IMPERIAL HARDWARE CO.,	576702/2	Drill Bit Set, Socket Adaptor	58105	01/31/2020	02/13/2020	38.63
							<b>38.63</b>
101-221.100-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	613.07
							<b>613.07</b>
101-221.100-725.300	Natural gas SOUTHERN CALIFORNIA GAS		088 557 5439 9 1/4-2/3/20	58132	02/05/2020	02/13/2020	115.34
							<b>115.34</b>
101-221.100-740.100	Repair & AUTO ZONE, INC. #2804/// AUTO ZONE, INC. #2804/// COUNTY MOTOR PARTS CO IMPERIAL HARDWARE CO.,		Blade Fuses #3912 FD Oil, Filter #3951 FD 655118 Lamp #3912 FD 577348/2 Gasket #3912 FD	58080 58080 58091 58105	02/09/2020 02/06/2020 01/28/2020 02/07/2020	02/13/2020 02/13/2020 02/13/2020 02/13/2020	3.98 51.91 31.23 1.44
							<b>88.56</b>
							<b>Total Dept. Fire Station #2: 963.68</b>
<b>Dept: 231.000 Building Inspection</b>							
101-231.000-740.100	Repair & TREVINO/DAVID//	02765	Reimb. Wipers #176 Building	58134	02/03/2020	02/13/2020	9.63
							<b>9.63</b>
							<b>Total Dept. Building Inspection: 9.63</b>
<b>Dept: 241.000 Animal Control</b>							
101-241.000-730.200	Technical IMPERIAL VALLEY HUMANE		Animal Control - February 2020	58109	02/06/2020	02/13/2020	6,000.00
							<b>6,000.00</b>
101-241.000-740.100	Repair & ENTERPRISE FM TRUST///		Vehicle Maintenance Tracking	58097	02/05/2020	02/13/2020	176.87
							<b>176.87</b>
							<b>Total Dept. Animal Control: 6,176.87</b>
<b>Dept: 311.000 Engineering</b>							
101-311.000-721.100	Uniforms K-C WELDING RENTALS,	28421	Safety Boots/Alan Chan,	58111	01/03/2020	02/13/2020	226.22
							<b>226.22</b>
101-311.000-721.200	Other K-C WELDING RENTALS,	28421	Safety Boots/Alan Chan,	58111	01/03/2020	02/13/2020	23.67
							<b>23.67</b>
101-311.000-750.210	Postage UNITED PARCEL SERVICE,		Mailings - Engineering	58136	02/01/2020	02/13/2020	113.74
							<b>113.74</b>
							<b>Total Dept. Engineering: 363.63</b>
<b>Dept: 411.000 Community</b>							
101-411.000-750.600	CREDIT BUREAU OF IMP.	5826	Bulletin Fees	58092	02/03/2020	02/13/2020	25.00
							<b>25.00</b>
							<b>Total Dept. Community Development: 25.00</b>

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City of Brawley

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 511.000 Parks</b>							
101-511.000-720.600	Plumbing						
	IMPERIAL HARDWARE CO.,	576864/2	PVC Cap	58105	02/03/2020	02/13/2020	10.41
	LABRUCHERIE IRRIGATION		Tee, Bushing, Coupling	58112	01/29/2020	02/13/2020	9.46
							<b>19.87</b>
101-511.000-721.200	Other						
	ELMS EQUIPMENT///		Weedeater Line, Oil	58095	01/28/2020	02/13/2020	53.49
	ELMS EQUIPMENT///		Weedeater Head	58095	02/04/2020	02/13/2020	25.19
	IMPERIAL HARDWARE CO.,	576461/2	Padlock	58105	01/29/2020	02/13/2020	12.60
	IMPERIAL HARDWARE CO.,	576476/2	Fence Ties	58105	01/29/2020	02/13/2020	12.59
	IMPERIAL HARDWARE CO.,	576661/2	Wire	58105	01/31/2020	02/13/2020	10.66
	K-C WELDING RENTALS,	28835	Weedeater Line	58111	02/04/2020	02/13/2020	56.01
	LABRUCHERIE IRRIGATION		Glue	58112	02/03/2020	02/13/2020	8.65
	MALLORY SAFETY & SUPPLY	4777183	Gloves, Respirator Masks	58114	01/24/2020	02/13/2020	84.06
							<b>263.25</b>
101-511.000-721.900	Small tools &						
	LABRUCHERIE IRRIGATION		Pump	58112	01/29/2020	02/13/2020	45.01
							<b>45.01</b>
101-511.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	2,735.44
							<b>2,735.44</b>
101-511.000-740.100	Repair &						
	DESERT RV///	9293	Repair Gate & Fenders/Parks	58093	02/05/2020	02/13/2020	972.30
	ENTERPRISE FM TRUST///		Vehicle Maintenance Tracking	58097	02/05/2020	02/13/2020	839.37
	OK RUBBER TIRES///	71901	Tire/Parks Double Axel Trailer	58119	12/19/2019	02/13/2020	86.48
	OK RUBBER TIRES///	72519	Repair Tire #85 Parks	58119	02/03/2020	02/13/2020	21.73
	OK RUBBER TIRES///	72542	Repair Tire #48 Parks	58119	02/04/2020	02/13/2020	18.50
	OK RUBBER TIRES///	72552	Repair Tire/Parks Crown	58119	02/05/2020	02/13/2020	18.50
	RDO EQUIPMENT CO.///		Yoke, Bearing, Seal #89 Parks	58126	02/04/2020	02/13/2020	500.97
	RDO EQUIPMENT CO.///		Retun Yoke #89 Parks	58126	02/04/2020	02/13/2020	-190.62
	RDO EQUIPMENT CO.///		Yoke, Bearing #89 Parks	58126	02/05/2020	02/13/2020	214.61
							<b>2,481.84</b>
							<b>Total Dept. Parks: 5,545.41</b>
<b>Dept: 521.000 Recreation &amp; Lions</b>							
101-521.000-720.100	Office						
	STAPLES BUSINESS		Laminate Refills, Scissors	58133	01/08/2020	02/13/2020	261.99
	STAPLES BUSINESS		Scissors	58133	01/09/2020	02/13/2020	15.51
	STAPLES BUSINESS		Pens, Copy Paper	58133	01/09/2020	02/13/2020	85.11
	STAPLES BUSINESS		Pens, Ink Cartridges	58133	01/22/2020	02/13/2020	26.39
							<b>389.00</b>
101-521.000-720.300	Chemicals						
	NUCO2///	62020648	CO2 Bulk	58117	01/20/2020	02/13/2020	180.63
							<b>180.63</b>
101-521.000-721.200	Other						
	MALLORY SAFETY & SUPPLY	4775979	First Aid Kit Supplies	58114	01/22/2020	02/13/2020	15.96
							<b>15.96</b>
101-521.000-721.900	Small tools &						
	CDW GOVERNMENT, INC.///		Solid State Drives	58088	01/17/2020	02/13/2020	208.65
	CDW GOVERNMENT, INC.///		Solid State Drive	58088	01/23/2020	02/13/2020	74.72
							<b>283.37</b>
101-521.000-725.200	Electricity						
	IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	3,689.17
							<b>3,689.17</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-521.000-740.100	Repair & C & D LOCKSMITH///	4930	Repair Bolt Lock, Keys	58085	01/31/2020	02/13/2020	108.25
	C & D LOCKSMITH///	4931	Repair Door, Keys	58085	02/05/2020	02/13/2020	313.92
							<b>422.17</b>
101-521.000-740.200	Cleaning ALSCO AMERICAN LINEN		Cleaning Services	58076	02/03/2020	02/13/2020	27.00
							<b>27.00</b>
<b>Total Dept. Recreation &amp; Lions Center:</b>							<b>5,007.30</b>
<b>Dept: 521.100 Recreation Leagues</b>							
101-521.100-440.430	Recreation JIMENEZ/JJ//	912754	Refund Usage of Softball Bases	58110	01/31/2020	02/13/2020	50.00
							<b>50.00</b>
101-521.100-721.200	Other BSN SPORTS, LLC//		Signal Horns	58084	01/28/2020	02/13/2020	54.10
							<b>54.10</b>
101-521.100-730.200	Technical ALEXANDER/BRYCE		BB Referee 1/31, 2/3, 2/5-2/6	58075	02/07/2020	02/13/2020	209.00
	CARRILLO/CRISTOPHER		BB Scorekeeper 1/31, 2/4	58086	02/07/2020	02/13/2020	96.00
	CASTILLO/ISABEL//		BB Scorekeeper 2/5/20	58087	02/07/2020	02/13/2020	32.00
	FERNANDEZ/TANYA//		BB Scorekeeper 2/5-2/6	58098	02/07/2020	02/13/2020	128.00
	FIERRO/HAYDEN//		BB Referee 1/31/20	58099	02/07/2020	02/13/2020	38.00
	GARCIA/APRIL//		BB Scorekeeper 2/3, 2/5	58101	02/07/2020	02/13/2020	80.00
	MEJIA/FRANCISCO//		BB Referee 1/31, 2/5	58115	02/07/2020	02/13/2020	76.00
	NAVARRO/RAUL DIEGO//		BB Referee 1/31, 2/3-2/5	58116	02/07/2020	02/13/2020	247.00
	PADILLA/GISELLE//		BB Scorekeeper 1/31, 2/4, 2/6	58123	02/07/2020	02/13/2020	160.00
	RETANA/ALEXIS//		BB Scorekeeper 1/31, 2/4	58127	02/07/2020	02/13/2020	64.00
	ROMAN/SERENA//		BB Referee 2/5/20	58129	02/07/2020	02/13/2020	38.00
	ZAJDEL/STEVEN//		BB Referee 2/4, 2/6	58139	02/07/2020	02/13/2020	152.00
	ZEPEDA/RACHEL VIZCARRA//		BB Scorekeeper 1/31, 2/5	58140	02/07/2020	02/13/2020	64.00
	ZEPEDA/RAQUEL A//		BB Scorekeeper 2/3-2/6	58141	02/07/2020	02/13/2020	160.00
							<b>1,544.00</b>
<b>Total Dept. Recreation Leagues:</b>							<b>1,648.10</b>
<b>Dept: 522.000 Senior Citizens</b>							
101-522.000-720.100	Office STAPLES BUSINESS		Pens, Ink Cartridges	58133	01/22/2020	02/13/2020	139.19
							<b>139.19</b>
101-522.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	316.65
							<b>316.65</b>
<b>Total Dept. Senior Citizens Center:</b>							<b>455.84</b>
<b>Dept: 551.000 Library</b>							
101-551.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	594.79
							<b>594.79</b>
101-551.000-730.200	Technical IMPERIAL VALLEY		Work Study Students	58108	02/04/2020	02/13/2020	286.31
							<b>286.31</b>
101-551.000-740.400	Rent PACKERS MINI STORAGE///		Storage Unit B209 Rent/Feb	58122	01/20/2020	02/13/2020	105.00
							<b>105.00</b>

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**Total Dept. Library: 986.10**

**Total Fund General Fund: 49,962.94**

**Fund: 211 Gas Tax**  
**Dept: 312.000 Street Maintenance**

211-312.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	322.96
							<b>322.96</b>

211-312.000-740.100	Repair & CITY OF EL CENTRO///	19-2587	Repair Traffic Lights	58090	11/07/2019	02/13/2020	220.68
	CITY OF EL CENTRO///	19-2588	Repair Traffic Lights	58090	11/07/2019	02/13/2020	220.68
	CITY OF EL CENTRO///	19-2586	Repair Traffic Lights	58090	11/07/2019	02/13/2020	662.04
	CITY OF EL CENTRO///	19-2583	Repair Traffic Lights	58090	11/07/2019	02/13/2020	191.37
	CITY OF EL CENTRO///	19-2618	Repair Traffic Lights	58090	11/06/2019	02/13/2020	220.68
	CITY OF EL CENTRO///	19-2617	Repair Traffic Lights	58090	11/06/2019	02/13/2020	262.68
	CITY OF EL CENTRO///	19-2616	Repair Traffic Lights	58090	11/06/2019	02/13/2020	462.24
	CITY OF EL CENTRO///	19-2615	Repair Traffic Lights	58090	11/06/2019	02/13/2020	220.68
	CITY OF EL CENTRO///	19-2614	Repair Traffic Lights	58090	11/06/2019	02/13/2020	191.37
	CITY OF EL CENTRO///	19-2613	Repair Traffic Lights	58090	11/06/2019	02/13/2020	191.37
	CITY OF EL CENTRO///	19-2612	Repair Traffic Lights	58090	11/06/2019	02/13/2020	268.68
	CITY OF EL CENTRO///	19-2611	Repair Traffic Lights	58090	11/06/2019	02/13/2020	262.68
	CITY OF EL CENTRO///	19-2610	Repair Traffic Lights	58090	11/06/2019	02/13/2020	201.45
	CITY OF EL CENTRO///	19-2609	Repair Traffic Lights	58090	11/06/2019	02/13/2020	220.68
	CITY OF EL CENTRO///	19-2608	Repair Traffic Lights	58090	11/06/2019	02/13/2020	604.35
	CITY OF EL CENTRO///	19-2600	Repair Traffic Lights	58090	11/06/2019	02/13/2020	201.45
	CITY OF EL CENTRO///	19-2599	Repair Traffic Lights	58090	11/06/2019	02/13/2020	220.68
	ENTERPRISE FM TRUST///		Vehicle Maintenance Tracking	58097	02/05/2020	02/13/2020	571.67
							<b>5,395.43</b>

**Total Dept. Street Maintenance & 5,718.39**

**Total Fund Gas Tax: 5,718.39**

**Fund: 213 SB 821 - Ped. & Bic.**

**Dept: 313.000 Bicycle &**

213-313.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	145.07
							<b>145.07</b>

213-313.000-730.200	Technical ARC INDUSTRIES///	7244	Transit Station Services-Jan	58077	02/03/2020	02/13/2020	357.05
							<b>357.05</b>

**Total Dept. Bicycle & Pedestrian Fac.: 502.12**

**Total Fund SB 821 - Ped. & 502.12**

**Fund: 241 Bernardo Padilla**

**Dept: 511.100 Parks, Landscape &**

241-511.100-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	26.03
							<b>26.03</b>

**Total Dept. Parks, Landscape & 26.03**

**Total Fund Bernardo 26.03**

**Fund: 243 CFD 05-1 Victoria Park**

**Dept: 195.000 Comm Fac Dist**

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243-195.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	16.05
							<u>16.05</u>
						<b>Total Dept. Comm Fac Dist:</b>	<u>16.05</u>
						<b>Total Fund CFD 05-1</b>	<u>16.05</u>
<b>Fund: 421 Capital Projects -</b>							
<b>Dept: 000.000</b>							
421-000.000-201.719	AGGREGATE PRODUCTS,	102219	Rio Vista Ave. Asphalt Rehab.	58072	10/22/2019	02/13/2020	6,570.78
							<u>6,570.78</u>
						<b>Total Dept. 000000:</b>	<u>6,570.78</u>
						<b>Total Fund Capital Projects</b>	<u>6,570.78</u>
<b>Fund: 501 Water</b>							
<b>Dept: 321.000 Water Treatment</b>							
501-321.000-440.710	Water sales SERRANO/RUBEN//		Rfnd Ovrpmt 674 N Cesar Chavez	58131	01/31/2020	02/13/2020	142.00
							<u>142.00</u>
501-321.000-720.100	Office 360 BUSINESS PRODUCTS///		Labels, Markers	58071	01/30/2020	02/13/2020	38.91
							<u>38.91</u>
501-321.000-720.300	Chemicals ROCKWOOD CHEMICAL///	364109	Pool Sentry, Herbicide	58128	01/14/2020	02/13/2020	249.76
							<u>249.76</u>
501-321.000-720.500	Electrical IMPERIAL HARDWARE CO.,	576474/2	Duster, Cord Connector, Tape	58105	01/29/2020	02/13/2020	24.54
							<u>24.54</u>
501-321.000-720.600	Plumbing IMPERIAL HARDWARE CO., LABRUCHERIE IRRIGATION	576474/2	Duster, Cord Connector, Tape Controller, Solenoid	58105 58112	01/29/2020 01/30/2020	02/13/2020 02/13/2020	5.80 141.49
							<u>147.29</u>
501-321.000-721.200	Other IMPERIAL HARDWARE CO., VISION CARE CENTER///	576474/2	Duster, Cord Connector, Tape Safety Glasses/Julio Velasquez	58105 58137	01/29/2020 01/13/2020	02/13/2020 02/13/2020	17.44 128.50
							<u>145.94</u>
501-321.000-721.900	Small tools & IMPERIAL HARDWARE CO.,	15128/2	Pressure Washer	58105	01/30/2020	02/13/2020	565.68
							<u>565.68</u>
501-321.000-730.200	Technical BABCOCK LABORATORIES,		Various Lab Testing/WTP	58081	01/29/2020	02/13/2020	449.00
							<u>449.00</u>
501-321.000-740.100	Repair & EMPIRE SOUTHWEST LLC///		Repair Oil Leak #22 WTP	58096	01/20/2020	02/13/2020	1,927.94
							<u>1,927.94</u>
501-321.000-750.200	AT&T		U-Verse Internet 2/1-2/29	58078	01/31/2020	02/13/2020	70.33
							<u>70.33</u>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	BRAX COMPANY, INC///	28582	Repair Pump #423	58082	01/31/2020	02/13/2020	62,597.94
							<b>62,597.94</b>
							<b>Total Dept. Water Treatment: 66,359.33</b>
<b>Dept: 322.000</b>	<b>Water Distribution</b>						
501-322.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	26,738.76
							<b>26,738.76</b>
501-322.000-740.100	Repair & O'REILLY AUTO PARTS		Headlight #204 Streets	58118	12/20/2019	02/13/2020	4.61
							<b>4.61</b>
501-322.000-750.400	Travel EAN SERVICES, LLC///		Vehicle Rental/Omar Balderas	58094	01/31/2020	02/13/2020	156.71
							<b>156.71</b>
							<b>Total Dept. Water Distribution: 26,900.08</b>
							<b>Total Fund Water: 93,259.41</b>
<b>Fund: 511</b>	<b>Wastewater</b>						
<b>Dept: 331.000</b>	<b>Wastewater</b>						
511-331.000-720.100	Office 360 BUSINESS PRODUCTS///		Planners	58071	01/10/2020	02/13/2020	42.25
							<b>42.25</b>
511-331.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	701.38
							<b>701.38</b>
511-331.000-730.200	Technical BSK ASSOCIATES///		Pretreatment Testing	58083	01/30/2020	02/13/2020	775.00
							<b>775.00</b>
511-331.000-740.100	Repair & OK RUBBER TIRES///	71722	Tires #105 Sewer	58119	12/20/2019	02/13/2020	3,023.49
							<b>3,023.49</b>
							<b>Total Dept. Wastewater Collection: 4,542.12</b>
<b>Dept: 332.000</b>	<b>Wastewater</b>						
511-332.000-721.200	Other VISION CARE CENTER///		Safety Glasses/Julio Velasquez	58137	01/13/2020	02/13/2020	128.50
							<b>128.50</b>
511-332.000-730.200	Technical ATS ENVIRONMENTAL INC///	19-6395	WWTP Testing	58079	10/13/2019	02/13/2020	216.00
	ATS ENVIRONMENTAL INC///	19-6385	WWTP Testing	58079	10/13/2019	02/13/2020	576.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	01/22/2020	02/13/2020	69.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	01/29/2020	02/13/2020	69.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	01/29/2020	02/13/2020	555.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	01/29/2020	02/13/2020	159.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	02/02/2020	02/13/2020	209.00
	BABCOCK LABORATORIES,		Wastewater Analysis	58081	02/05/2020	02/13/2020	69.00
							<b>1,922.00</b>
							<b>Total Dept. Wastewater treatment: 2,050.50</b>
							<b>Total Fund Wastewater: 6,592.62</b>

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 351.000 Airport</b>							
531-351.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	406.10
							<u>406.10</u>
						<b>Total Dept. Airport:</b>	<b>406.10</b>
						<b>Total Fund Airport:</b>	<b>406.10</b>
 <b>Fund: 601 Maintenance</b>							
<b>Dept: 801.000 Vehicle</b>							
601-801.000-720.410	Tires OK RUBBER TIRES///	71722	Tires #105 Sewer	58119	12/20/2019	02/13/2020	0.00
							<u>0.00</u>
601-801.000-730.200	Technical ENTERPRISE FM TRUST///		Vehicle Maintenance Tracking	58097	02/05/2020	02/13/2020	579.50
							<u>579.50</u>
						<b>Total Dept. Vehicle Maintenance Shop:</b>	<b>579.50</b>
 <b>Dept: 802.000 Grounds &amp; Facility</b>							
601-802.000-725.200	Electricity IMPERIAL IRRIGATION		Power Bills 12/27/19-1/28/20	58106	01/29/2020	02/13/2020	33.75
							<u>33.75</u>
						<b>Total Dept. Grounds &amp; Facility</b>	<b>33.75</b>
						<b>Total Fund Maintenance:</b>	<b>613.25</b>
						<b>Grand Total:</b>	<b>163,667.69</b>

*TKS  
2/13/2020*

**CITY OF BRAWLEY**  
**January 21, 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 meeting to order @ 6:00 PM

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

**INVOCATION** Mayor Pro Tempore Hamby

**PLEDGE OF ALLEGIANCE** CM Couchman

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Nava/Couchman 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. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. **Please direct your questions and comments to the City Council.**

- a. **Mary Emanuelli**, Brawley resident, stated she read about the HGTV Home Town Takeover series that will premiere in 2021 and thought it would be perfect for Brawley. She and others organized a committee. Bari Smith and Tyler Smith have been collecting footage around Brawley and a photo shoot is planned on Saturday, January 25 in the Plaza/downtown area. Ms. Emanuelli stated even if Brawley is not picked, it is an important effort. She is looking to the City for support.
- b. Introduction of Newly Appointed Imperial Valley Housing Authority Executive Director  
  
**Kirk Mann, Imperial Valley Housing Authority Executive Director**, was introduced by Robert Palacio, Imperial Valley Housing Authority Board Chairman and was welcomed by the City Council to the City of Brawley.
- c. Introduction of Newly Promoted Wastewater Treatment Plant Operator II Truman Rogers by Public Works Director Guillermo Sillas, PE.
- d. Introduction of Newly Hired Communications Dispatcher Shannon Walters by Police Chief Robert Sawyer.
- e. **Key Juan Parker, Question Skateboard Owner**, he is a skater in Brawley for the last three years. Skate parks everywhere attract other than the intended crowd. He shared concerns about alcohol and drug use and resulting refuse. Surveillance cameras, heavier visibility of law enforcement and an onsite authority figure are needed. Brawley offers events for adults but nothing for youth. He offered collaborate and provide skate demos on safety and riding.

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

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

**AYES:** Couchman, Hamby, Kastner-Jauregui, Nava, Wharton  
**NAYES:** None  
**ABSENT:** None  
**ABSTAIN:** None

- a. **Approved** Accounts Payable: January 3, January 10, and January 16, 2020
- b. **Approved** City Council Minutes: January 7, 2020

**4. REGULAR BUSINESS**

- a. Discussion and Potential Action to Approve Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Authorizing the City to Apply for an Award of \$3.5M from the State of California Housing and Community Development Infill Infrastructure Program (IIP) Associated with La Serenita Apartments at Adams Park.

The City Council **approved** Resolution No. 2020-05: Resolution of the City Council of the City of Brawley, California Authorizing the City to Apply for an Award of \$3.5M from the State of California Housing and Community Development Infill Infrastructure Program (IIP) Associated with La Serenita Apartments at Adams Park. m/s/c Wharton/Nava 5-0

- b. Discussion and Potential Action to Approve Personnel Policy 153-17 Drug Free Workplace Policy and Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California re: the City of Brawley Drug Free Workplace Policy.

**Shirley Bonillas, Personnel & Risk Administrator** stated that the proposed document is a revised Drug-Free Workplace Policy that meets all State and Federal Guidelines. The policy would bring the City up to date.

**CM Wharton** asked about the probable cause component.

**P&RA Bonillas** stated that City Council is step one. The City Council approves policy. Step 2 is to reach out to the different bargaining units and provide training on the indicators that would give probable cause for a test.

The City Council **approved** Resolution No. 2020-06: Resolution of the City Council of the City of Brawley, California the City of Brawley Drug Free Workplace Policy. m/s/c Nava/Couchman 5-0

- c. Discussion and Potential Action to Approve Personnel Policy 153-18 Drug and Alcohol Testing Policy for All Employees Covered by DOT-FMCSA and Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California re: the Drug and Alcohol Testing Policy for All Employees Covered by DOT-FMCSA.

The City Council **approved** Resolution No. 2020- 07: Resolution of the City Council of the City of Brawley, California the Drug and Alcohol Testing Policy for All Employees Covered by DOT-FMCSA. m/s/c Nava/Couchman 5-0

- d. Discussion and Potential Action Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Acting in Its Capacity as the Successor Agency for the Brawley Community Redevelopment Agency, Approving the Recognized Obligation Payment Schedule for the period of July 1, 2020 through June 30, 2021 and Approving Certain Related Actions.

**Tyler Salcido, Finance Director**, mentioned that all agencies shall submit an OB approved annual ROPS to the California Department of Finance and Imperial County Auditor-Controller by February 1, 2020. Each February 1, thereafter, the Successor Agency is required to complete a Recognized Obligation Payment Schedule (“ROPS”) in the manner provided for by the Department of Finance.

The City Council **approved** Resolution No. 2020-08: Resolution of the City Council of the City of Brawley, California Acting in Its Capacity as the Successor Agency for the Brawley Community Redevelopment Agency, Approving the Recognized Obligation Payment Schedule for the period of July 1, 2020 through June 30, 2021 and Approving Certain Related Actions. m/s/c Nava/Couchman 5-0

- e. Discussion and Potential Action re: Letter to Oppose SB 50 (Wiener) Planning and Zoning, Housing Development Incentives.

**Rosanna Bayon Moore, City Manager and Gordon Gaste, Planning Director** received a legislative alert from the League of California Cities, although it was noted that SB 50 was pulled from the Senate Appropriations Committee late today and re-routed back to Senate Rules Committee.

The primary concern with SB50 is that it is an opportunity for the State to completely bypass local decision making. It is recommended by the League of Cities that the City take action to preserve local control and prepare a letter in opposition of SB 50.

The City Council **approved** for City Manager to send a letter of Opposition of SB 50 to the League of California Cities in behalf of the Council if needed. m/s/c Wharton/Couchman 5-0

- f. Discussion and Potential Action to Accept Annual and Five-Year Reports for Use of City of Brawley Development Impact Fees, Water and Sewer Capacity Fees in Fiscal Years 2016-2017 through 2018-2019.

**Tyler Salcido, Finance Director** stated that Fiscal Years 2016-2017 through 2018-2019 Annual Reports for Development Impact Fee have been prepared by DTA. The City is required for each Impact Report be made available to the public within 180 days after the last day of each fiscal year which is June 30<sup>th</sup>. Notification and reports were provided to the Desert Valley Builders Association (DVBA) on December 30<sup>th</sup>, 2019, meeting that deadline. DVBA submitted comments via email on January 14, 2020 and on January 17, the City provided responses to DVBA comments providing justifications for the expenditures and future projects. Appropriate amendments were also made to the report.

The City Council **approved** the Annual and Five-Year Reports for the Use of the City of Brawley Development Impact Fees, Water and Sewer Capacity Fees in Fiscal years 2016/2017 through 2018/2019. m/s/c Nava/Couchman 5-0

## **5. DEPARTMENTAL REPORTS**

- a. Update by Public Works Director Guillermo Sillas, PE
  - i) Emergency Construction at the Brawley Water Treatment Plant 1) to Replace Components of

Two Sedimentation Basins and 2) to Recondition Water Distribution Pumps and Motors 422 and 423

- 1) The emergency continues. On December 20, 2019, the contractor removed Pump 423 and took it to their shop to rebuild. It is expected back around January 31, 2020.
- 2) The emergency continues. Due to delays experienced with the contractor, the City Attorney is contributing to ongoing communications. Deadlines to ship the material and to mobilize at the site (Jan. 21, 27 respectively) have been established. The City contacted the manufacturer. All of the basin components will be shipped by Jan. 28, 2020. The contractor stated mobilization will take place on Jan. 27, 2020.

b. Update by Interim Parks & Recreation Director Marjo Mello re: 2020 Recreation Leagues

As part of the adopted budget, two Parks & Rec leagues were suspended in the remainder of the fiscal year. One is the Girls Softball League and the other is the Adult Softball League. Currently, both leagues are cancelled.

The City has fielded inquiries about how to bring the Girls League back. At the meeting of the Parks and Recreation Commission earlier on January 21, 2020, some great ideas were shared. Volunteer efforts were proposed to cut some costs. Linda Self, Recreation Coordinator, will be meeting with last year's coaches to see if there is an agreement as to the kinds of things that can be done to try and save money to revive and keep the league going. The league's budget is approximately \$14,300 or about \$110 per child. There are usually about 120 kids that participate. Sponsors may get the cost down to about \$70 per child. The City has historically charged about \$35 per child which only partially offsets the cost.

On the Adults Men and Women's Softball League front, a memo addressed to previous players and coaches has been drafted to let them know how much exactly it actually costs to run the league. The City incurs about \$23,375 dollars per year in expenses. This amount to roughly \$1,113 per team but the City only charges \$375 per team which again does not cover the cost of the league.

## **6. CITY COUNCIL MEMBER REPORTS**

- Couchman:** Attended Chabela's Brisket Cook Off as a Judge and Civil War Re-Enactment at Huff and Wheeler Road.
- Nava:** Attended League Dinner, met with Imperial County Association of Realtors and the I Love Brawley Committee.
- Wharton:** Attended the I Love Brawley Committee Meeting, and League Dinner.
- Hamby:** Attended the League Dinner, Imperial Valley Business Expo, Library Board and Parks & Recreation Commission Meeting. Fielded emails and phone calls on the budget. Thanked Finance Department for brainstorming and suggestions on how to raise revenue which will be helpful going forward.
- Kastner-Jauregui:** Attended the League Dinner, Martin Luther King Ceremony, the I Love Brawley Committee Meeting and IID Board Meeting today where they made a decision on the sale of IID property between in North County. Fielded budget related emails and phone calls. Thanked staff for all their hard work.

**7. CITY MANAGER REPORT**

- a. She is working with the I Love Brawley Committee on the Photo Shoot for Saturday, January 25, 2020.
- b. First Federal Imperial Credit Union opened earlier in day on HWY 86.

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

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

**10. CLOSED SESSION**

**REAL PROPERTY NEGOTIATIONS**

- a. Conference with Real Property Negotiator – (California Government Code §54956.8)  
Address: 948 Ken Bemis Drive, Brawley, California  
Negotiator: City Manager  
Negotiating Parties: Brawley Hangar Co. LLC  
Under Negotiation: Rate and Terms
- b. Conference with Real Property Negotiator – (California Government Code §54956.8)  
Address: 225 A Street, Brawley, California  
Negotiator: City Manager  
Negotiating Parties: Boys & Girls Club  
Under Negotiation: Rate and Terms

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

- a. Conference with Legal Counsel – Two (2) Cases

**EXISTING LITIGATION** (California Government Code §54956.9)

- a. Conference with Legal Counsel – Two (2) Cases
  - 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.
  - ii. Brawley Public Safety Employee Association, Jeremy Schaffer, David Holetz, Jorge Garibay, Darlene Garcia, Dennise Montano, Nathan Montes-Gonzalez, Karla Razo, Daniel Swithenbank, Daniel Schleyer, Ricardo Gutierrez, Juan Morales, Ana Amaya, Brian Harsany, Angelica Garcia, Martha Garcia, Javier Martinez, Jake Yuhas, Dean Beckwith, Ricardo Valdez, David Pham, Stephen James Dyroff, Adriana Ruiz, Jon Dellinger, Isaac Romo, Jesse Yuhas, Susanne Nickel, Rudy H. Nunez, Diana Diaz, Sixto Moreno, JoonKim, Francisco Mendoza, Maghen Caudill, Regina Kim vs. City of Brawley.

**ADJOURNMENT** @ 7:15pm

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**Alma Benavides**, City Clerk

**CITY OF BRAWLEY**  
**February 4, 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 meeting to order @ 6:00 PM

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

**INVOCATION** Pastor Joey Mara, Victory Outreach

**PLEDGE OF ALLEGIANCE** CM Couchman

**1. APPROVAL OF AGENDA**

The agenda was **approved** as submitted. m/s/c Hamby/Couchman 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. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy. **Please direct your questions and comments to the City Council.**

- a. **Marjo Mello, Library Director** announced the book sale this coming Saturday, February 8, 2020 from 9am-1pm at the Main Library.
- b. Introduction of Newly Hired **Accounting Assistant Jessica Castillo** by Finance Director Tyler Salcido.
- c. Proclamation Declaring February 7-14, 2020, National Marriage Week in the City of Brawley presented to Ms. Maria Lopez-Pantoja, IVROP Project Coordinator

**Mayor Kastner-Jauregui** presented proclamation.

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

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

**AYES:** Couchman, Hamby, Kastner-Jauregui, Nava, Wharton  
**NAYES:** None  
**ABSENT:** None  
**ABSTAIN:** None

- a. **Approved** Accounts Payable: January 24, January 10, and January 31, 2020
- b. **Approved** Adopt Resolution No. 2020-09: Resolution of the City Council of the City of Brawley, California Authorizing a Continuous Resolution Destruction Schedule for Brawley Police Department Public Records.

- c. **Awarded** Geotechnical and Materials Testing Contract to Landmark Consultants, Inc. for Project No. 2019-07 Allen Street Water Pipeline Replacement Improvements Project in the amount of \$23,010.00, with a 10% Contingency Set Aside for an Amount Not to Exceed \$25,311.00.
- d. **Adopted** Resolution No. 2020-10: Resolution of the City Council of the City of Brawley, California Authorizing the Submission of the City of Brawley's 5-Year Program List of Projects Funded by Measure D for Years 2020 through 2024, beginning January 1, 2020 through December 31, 2024.

**4. REGULAR BUSINESS**

- a. Discussion and Potential Action to Award Project No. 2019-07 Allen Street Water Pipeline Replacement and Improvements Project to Granite Construction Company in the Amount of \$613,316 with a 10% Contingency Set Aside for an Amount Not to Exceed \$674,647.60.

The City Council **approved** the Award of Project No. 2019-07 Allen Street Water Pipeline Replacement and Improvements Project to Granite Construction Company in the amount of \$613,316 with a 10% Contingency Set Aside for an amount not to exceed \$674,647.60. m/s/c Couchman/Nava 5-0

- b. Presentation of FY 2019/2020 Mid -Year Budget Review by Tyler Salcido, Finance Director\*
  - Power Point Presentation materials are on file and available upon request at the Office of the City Clerk.
- c. Discussion and Potential Action to Approve Auditing Services Contract with Moss Levy & Hartzheim for FY Ending June 30, 2019 in the Amount of \$54,500.

The City Council **approved** the Auditing Services Contract with Moss Levy & Hartzheim for FY Ending June 30, 2019 in the amount of \$54, 500. m/s/c Couchman/Wharton 5-0

- d. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Accepting Grant Funds Allocated to the Citizen's Option for Public Safety (COPS) Program and Submittal of the Expenditure Plan for FY 2018/2019 Funding through the State of California Local Safety and Protection Account.

The City Council **approved** Resolution No. 2020-11: Resolution of the City Council of the City of Brawley, California Accepting Grant Funds Allocated to the Citizen's Option for Public Safety (COPS) Program and Submittal of the Expenditure Plan for FY 2018/2019 Funding through the State of California Local Safety and Protection Account. m/s/c Hamby/Wharton 5-0

- e. Discussion and Potential Action to Adopt Resolution No. 2020- : Resolution of the City Council of the City of Brawley, California Authorizing the City to Apply for an Award from the Infill Infrastructure Program.

The City Council approved Resolution No. 2020-12: Resolution of the City Council of the City of Brawley, California Authorizing the City to Apply for an Award from the Infill Infrastructure Program. m/s/c Nava/Couchman 5-0

- f. Discussion and Potential Action to Approve Los Amigos de la Comunidad's Request for Sale and Consumption of Alcohol on Public Property, Specifically on Main Street, North and South Plaza Park on Saturday, March 28, 2020 for the Cesar Chavez Community Celebration from 10am to 11pm.

The City Council **approved** Los Amigos de la Comunidad's Request for Sale and Consumption of Alcohol on Public Property, Specifically on Main Street, North and South Plaza Park on Saturday, March 28, 2020 for the Cesar Chavez Community Celebration from 10am to 11pm. m/s c Nava/Couchman 4-1 Hamby Naye

- g. Discussion and Potential Action to Approve Submittal of a Letter of Support to the California Energy Commission for the Salton Sea Geothermal Lithium Recovery Demonstration Project at the Request of Berkshire Hathaway Energy (BHE) Renewables.

The City Council **approved** letter of Support to the California Energy Commission for the Salton Sea Geothermal Lithium Recovery Demonstration Project at the Request of Berkshire Hathaway Energy (BHE) Renewables in behalf of the City Council. m/s/c Wharton/Couchman 5-0

## **5. DEPARTMENTAL REPORTS**

- a. Update by Public Works Director Guillermo Sillas, PE
  - i) Emergency Construction at the Brawley Water Treatment Plant 1) to Replace Components of Two Sedimentation Basins and 2) to Recondition Water Distribution Pumps and Motors 422 and 423.
    - 1) The emergency continues. On Wednesday, January 29, 2020, the contractor started the demolition and removal of the materials at the Sedimentation Basin. The materials to be installed arrived the same day. They expect to complete demolition this week.
    - 2) With reference to the emergency project, it is now complete. On January 30, 2020, the contractor installed Pump 423 at the Water Treatment Plant and it has been operating to expectation.
- b. Update on Efforts to Restore Girls and Adult Softball Leagues by Marjo Mello, Interim Parks & Recreation Director.
  - 1) Staff is very pleased to report that the community is coming together to restore the Girls Softball league this season. The Parks & Recreation Commission spearheaded the effort. Registration will be \$60 for Brawley residents and nonresidents will pay an elevated amount. Signups will start March 10.
  - 2. Letters went out to coaches from last year for the Adult Softball Leagues to initiate dialogue. The total league cost was provided with a breakdown per team. No major conversations have arisen as of yet, although they are expected as the typical time of the season approaches.

## **6. INFORMATIONAL REPORTS**

- a. Monthly Staff Report for February 2020, prepared by Shirley Bonillas, Personnel & Risk Management Administrator
- b. Record of Building Permits for December 2019 in the City of Brawley, Prepared by Oscar Escalante, Interim Building Official.
- c. Attendance Summary & Minutes for City of Brawley Boards/Commissions from October 1 – December 31, 2019.
  - 1) Brawley Airport Advisory Commission
  - 2) Brawley Parks & Recreation Commission
  - 3) Brawley Planning Commission

- 4) Brawley Library Board of Trustees

**7. CITY TREASURER REPORT**

- a. Quarterly Investment Summary through December 2019

**8. CITY COUNCIL MEMBER REPORTS**

- Couchman:** Provided Mulberry School with a history presentation for grades 4 through 8 on the Civil War; participated in reenactment of the Civil War in Yuma, participated in Imperial County Historical Society's Pioneer Day at Pioneers Museum.
- Nava:** Attended State of the City for El Centro. Now serving as the Chairperson for ICTC. Thanked everybody for the hard work. There are challenging times ahead. Thanked everyone for commitment to the City.
- Wharton:** The HGTV project was a wonderful community effort. It was great work product and collaboration.
- Hamby:** Attended Library and Chamber Board Meetings and Pioneer Day; participated in a Winter Clothing Drive last month and has since distributed those clothes to different elementary schools in Brawley. Also joined the I Love Brawley photo shoot.
- Kastner-Jauregui:** Participated in the Point in Time Count. Attended the I Love Brawley HGTV event at the Kiosk, the El Centro State of the City Address and the Eagle Scout Court of Honor for Dominic Fiorenza. He is looking forward to State of the City Address on March 5, 2020 at the Lions Center.

**9. CITY MANAGER REPORT** Nothing to report

**10. CITY ATTORNEY REPORT**

- a. Attended Dominic Fiorenza's Eagle Scout event as he is one of his black belt students.

**11. CITY CLERK REPORT**

- a. Provided update on Boards/Committees/Commission applications. City Council directed to continue effort to solicit applications.

**12. CLOSED SESSION**

**REAL PROPERTY NEGOTIATIONS**

- a. Conference with Real Property Negotiator – (California Government Code §54956.8)  
Address: 225 A Street, Brawley, California  
Negotiator: City Manager  
Negotiating Parties: Boys & Girls Club  
Under Negotiation: Rate and Terms

The City Council **unanimously** approved the agreement between the City of Brawley and Boys and Girls Club. m/s/c Hamby/Couchman 5-0

EXISTING LITIGATION (California Government Code §54956.9)

a. Conference with Legal Counsel – Two (2) Cases

- 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.
- ii. Brawley Public Safety Employee Association, Jeremy Schaffer, David Holetz, Jorge Garibay, Darlene Garcia, Dennise Montano, Nathan Montes-Gonzalez, Karla Razo, Daniel Swithenbank, Daniel Schleyer, Ricardo Gutierrez, Juan Morales, Ana Amaya, Brian Harsany, Angelica Garcia, Martha Garcia, Javier Martinez, Jake Yuhas, Dean Beckwith, Ricardo Valdez, David Pham, Stephen James Dyroff, Adriana Ruiz, Jon Dellinger, Isaac Romo, Jesse Yuhas, Susanne Nickel, Rudy H. Nunez, Diana Diaz, Sixto Moreno, JoonKim, Francisco Mendoza, Maghen Caudill, Regina Kim vs. City of Brawley.

POTENTIAL LITIGATION (California Government Code §54956.9)

a. Conference with Legal Counsel – One (1) Case

PERSONNEL MATTERS (Government Code §54957)

- a. Public Employee Appointment to the Position of Police Chief

The City Council **unanimously** ratified the Agreement between the County of Imperial and the City of Brawley for the Imperial County Sheriff Department to provide Interim Police Chief Services. m/s/c Nava/Couchman 5-0

ADJOURNMENT @ 7:29pm

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**Alma Benavides**, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager: 

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

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

**SUBJECT:** Final Parcel Map (PM19-02) – 1634 A Street

**CITY MANAGER RECOMMENDATION:** Approve Final Parcel Map (PM19-02).

**DISCUSSION:** Section 23A.12 of the City of Brawley Subdivision Ordinance requires City Council approval of final maps. The City Council may only approve a final map that complies with an approved tentative map.

The subject property is located at 1634 A Street and is currently zoned R-2 (Residential Low Density). A tentative map was approved by the Planning Commission on May 1, 2019.

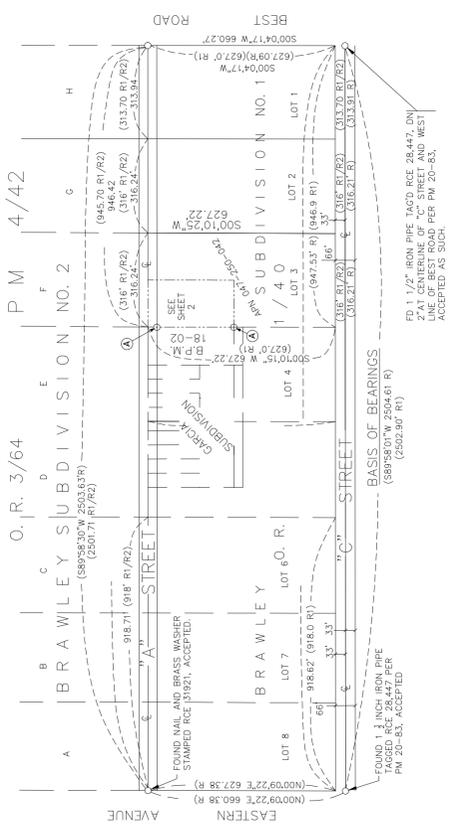
City of Brawley Public Works and Planning staff have reviewed the final map for compliance with the tentative map, the conditions of approval, the Subdivision Ordinance and the Subdivision Map Act. The Acting City Surveyor and Planning Director have approved the final map. The tentative map, final map and other project documents are on file and accessible to the public at the Office of City Clerk.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** Final Parcel Map; Right of Way Deed; Subdivision Guarantee.

# PARCEL MAP 19-02

A SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF BLOCK 3, BRAWLEY SUBDIVISION NO. 1, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP 56 ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER



**OWNER'S STATEMENT.**  
THE UNDERSIGNED, HEREBY STATE: THEY ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE OR INTEREST IN THE LAND INCLUDED WITHIN THE PARCEL MAP SHOWN ON THE ATTACHED MAP CONSISTING OF TWO (2) SHEETS; THAT THEY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP; THAT THEY HEREBY OFFER FOR DEDICATION TO PUBLIC USE ANY STREETS, HIGHWAYS AND OTHER PUBLIC WAYS, AND PUBLIC UTILITY EASEMENTS SHOWN UPON SAID MAP AS BEING WITHIN SAID PARCEL MAP.

BY: MARK GADDIS DATE \_\_\_\_\_  
(OWNER)

**NOTARY PUBLIC ACKNOWLEDGMENT**  
A NOTARY PUBLIC OR OTHER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF IMPERIAL  
ON \_\_\_\_\_, BEFORE ME,  
PERSONALLY APPEARED \_\_\_\_\_  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEIR EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURES ON THE INSTRUMENT THE PERSON HAS RELEASED AND CONFIRMED THE FULL EFFECT OF WHICH THE INSTRUMENT ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.  
WITNESS MY HAND AND OFFICIAL SEAL

**SUPPORTING DOCUMENTS:**  
THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS PARCEL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THE PARCEL MAP.

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
SUBDIVISION GUARANTEE

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
TAX CERTIFICATES

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

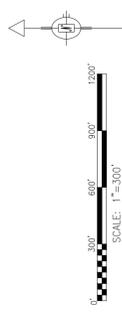
TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

TITLE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_  
OFFICIAL RECORDS, COUNTY OF IMPERIAL

**LEGAL DESCRIPTION:**  
THE NORTH HALF OF THE WEST HALF OF LOT 3,  
BRAWLEY SUBDIVISION NO. 1, IN AN  
UNINCORPORATED AREA OF THE COUNTY OF  
IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO  
MAP NO. 56 IN BOOK 1, PAGE 40 OF OFFICIAL  
RECORDS, COUNTY OF IMPERIAL, IN THE OFFICE OF THE COUNTY RECORDER  
OF IMPERIAL COUNTY.

EXCEPTING THEREFROM THE WEST 84.5 FEET  
AND THE WEST 84.5 FEET OF THE NORTH HALF OF  
THE WEST HALF OF LOT 3; BRAWLEY SUBDIVISION  
NO. 1, IN AN UNINCORPORATED AREA OF THE  
COUNTY OF IMPERIAL, STATE OF CALIFORNIA,  
ACCORDING TO MAP NO. 56 IN BOOK 1, PAGE 40  
OF OFFICIAL MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF IMPERIAL COUNTY.



**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 89° 58'01" EAST ALONG THE CENTERLINE OF 'C' STREET ACCORDING TO MAP ON FILE IN BOOK 10, PAGE 24 OF PARCEL MAPS IN THE OFFICE OF THE RECORDER OF IMPERIAL COUNTY.

**LEGEND**  
SUBDIVISION BOUNDARY  
FOUND MONUMENT AS NOTED  
SET 1 1/2" IRON PIPE TAPED RICE 28.447, DN 27.6' CENTERING OF STREET AND WEST ACCEPTED AS SUCH  
WITH PLASTIC CAP STAMPED REC 11921, ACCEPTED  
(R) INDICATES RECORD DATA PER O.R. 11/40  
(R1) INDICATES RECORD DATA PER O.R. 3/64  
(R2) INDICATES RECORD DATA PER O.R. 11/40  
(R3) INDICATES RECORD DATA PER O.R. 3/64  
(R4) INDICATES RECORD DATA PER O.R. 11/40  
(R5) INDICATES RECORD DATA PER O.R. 3/64  
(R6) INDICATES RECORD DATA PER O.R. 11/40  
(R7) INDICATES RECORD DATA PER O.R. 3/64  
(R8) INDICATES RECORD DATA PER O.R. 11/40  
(R9) INDICATES RECORD DATA PER O.R. 3/64  
(R10) INDICATES RECORD DATA PER O.R. 11/40  
B.P.M. 18-02

DIAL CONSULTING, INC.  
1259 RIVER DRIVE  
BRAWLEY, CA. 92227

**SURVEYOR'S STATEMENT:**  
I, RAYMOND TODD DIAL, HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR WITH THE STATE OF CALIFORNIA, THAT THIS MAP, CONSISTING OF TWO SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MARK GADDIS, THE OWNER OF THE PARCEL MAP. THAT THE PARCEL MAP, WHICH SUGGESTS THE CHARACTER OF THE SURVEY, IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS ARE OF THE SUCH SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF RECORDATION OF THIS MAP, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



RAYMOND TODD DIAL, PLS 7341  
LIC. EXP. DATE 12-31-2021  
DATE \_\_\_\_\_

**ACTING CITY SURVEYOR'S STATEMENT:**  
DAVID BELTRAN, ACTING CITY SURVEYOR OF THE CITY OF BRAWLEY, HEREBY STATE, THAT I HAVE EXAMINED THIS MAP, THAT THE PARCEL MAP HERWITH IS SUBSTANTIALLY THE SAME AS SHOWN ON THE TENTATIVE MAP AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BRAWLEY AT THE PLANNING COMMISSION MEETING OF MAY 1, 2019; THAT ALL OF THE PROVISIONS OF LOCAL ORDINANCES AND REQUIREMENTS OF CHAPTER 24, ARTICLE 3 & 4 OF THE SUBDIVISION MAP ACT REGULATIONS, HAVE BEEN COMPLIED WITH; AND, THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.



ACTING CITY SURVEYOR  
DAVID BELTRAN, PLS 8482  
LIC. EXP. DATE 12-31-20  
DATE \_\_\_\_\_

**CITY CLERK'S STATEMENT:**  
ALMA BRAWNADES, CITY CLERK OF THE CITY OF BRAWLEY, HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF BRAWLEY AT THE PLANNING COMMISSION MEETING OF MAY 1, 2019, HAS APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PUBLIC STREETS AND PUBLIC UTILITY EASEMENTS, PARKS AND PEDESTRIAN LINKS OFFERED FOR DEDICATIONS AS SHOWN HEREWITH.

ALMA BRAWNADES, CITY CLERK OF THE CITY OF BRAWLEY  
DATE \_\_\_\_\_

COUNTY RECORDER'S STATEMENT:  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGE \_\_\_\_\_, AT THE REQUEST OF DIAL CONSULTING, INC.  
DOCUMENT NO. \_\_\_\_\_

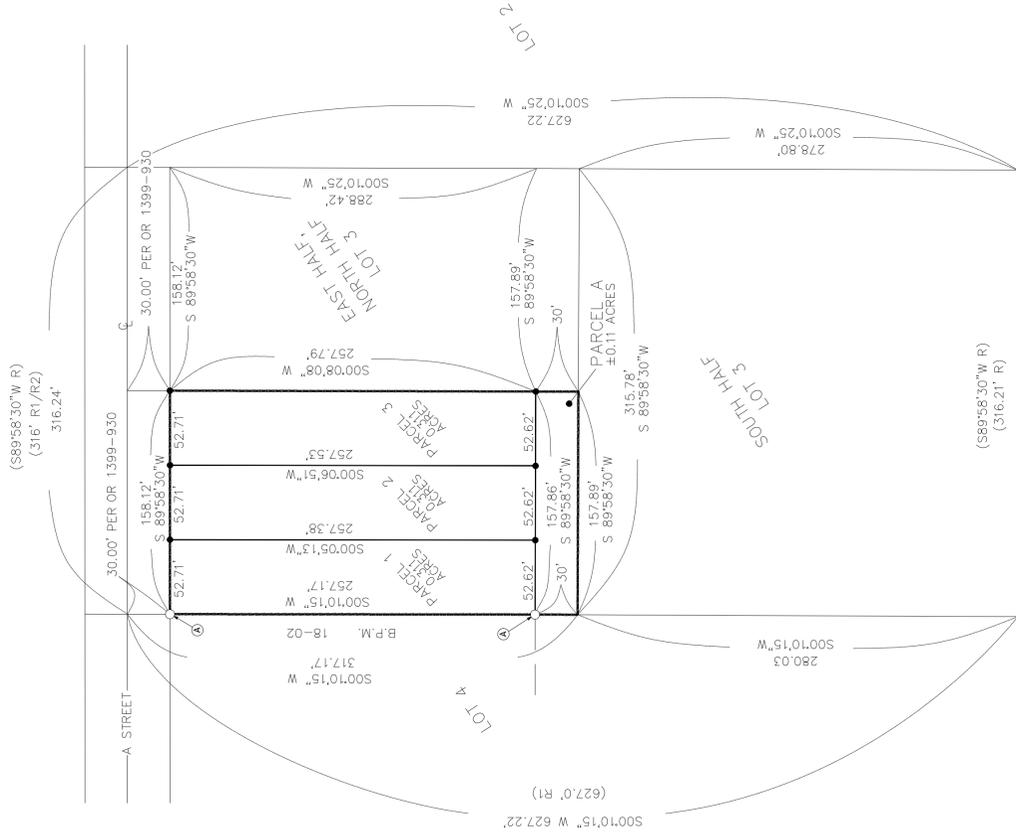
CHUCK STOREY, COUNTY RECORDER  
IMPERIAL COUNTY

**PLANNING DIRECTOR'S STATEMENT:**  
GORDON GASTE, DIRECTOR OF PLANNING FOR THE CITY OF BRAWLEY, HEREBY STATE THAT THIS PARCEL MAP CONSISTS OF 2 SHEETS, CONFORMS WITH THE TENTATIVE MAP AND THE CONDITIONS RELATED THERETO AS APPROVED BY THE CITY COUNCIL ON THE 6TH DAY OF NOVEMBER, 2017.

GORDON GASTE, PLANNING DIRECTOR  
CITY OF BRAWLEY

# PARCEL MAP 19-02

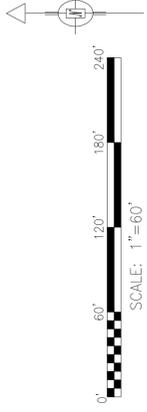
A SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF BLOCK 3, BRAWLEY SUBDIVISION NO. 1, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP 56 ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER



NOTE:  
PARCEL A INTENDED FOR PUBLIC RIGHT OF WAY TO THE CITY OF BRAWLEY.

INCREMENTAL DISTANCE NOTE:  
DISTANCES SHOWN HEREIN ARE ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT. CONSEQUENTLY, INCREMENTAL DISTANCES MAY NOT REFLECT A SUM OF AN OVERALL DISTANCE.

- LEGEND**
- SUBDIVISION BOUNDARY
  - - - PROPOSED PARCEL LINE
  - FOUND MONUMENT AS NOTED
  - SET 1/2" LONG BY 1/2" STEEL REBAR WITH PLASTIC CAP STAMPED LS7341 EQUALS THE ASSURED DATA
  - (R) INDICATES RECORD DATA PER P.M. 10-25
  - (R1) INDICATES RECORD DATA PER O.R. 1/40
  - (R2) INDICATES RECORD DATA PER O.R. 3/64
  - (A) FOUND MONUMENT PER RECORDED MAP B.P.M. 18-02



DIAL CONSULTING, INC.  
1259 RIVER DRIVE  
BRAWLEY, CA 92227

Recording Requested By  
**City of Brawley**  
And When Recorded Mail To:

City of Brawley  
Attn: Alma Benavides  
383 Main Street  
Brawley, CA 92227

Space Above This Line For Recorder's Use

APN: 047-250-042-000  
Documentary Transfer Tax § R&T §11922; Gov Code §6103  
\_\_\_\_ Computed on Full Value of Property Conveyed, or  
\_\_\_\_ Computed on Full Value less liens and encumbrances  
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

**RIGHT OF WAY DEED**

KNOW ALL MEN BY THESE PRESENTS: That MARK GADDIS, Owner, for good and valuable consideration, the receipt of which is hereby acknowledged, grant to CITY OF BRAWLEY (Grantee), its successors, heirs, and assigns, forever a right of way in the City of Brawley, County of Imperial, State of California, described as:

LEGAL DESCRIPTION;

"PARCEL A" AS SHOWN ON BRAWLEY PARCEL MAP BPM 19-02 AND RECORDED IN BOOK \_\_\_\_, PAGE \_\_\_\_, OF PARCEL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.

Said Grantor may retain possession of the said right-of-way until such time as the Grantee may desire the use thereof.

The purpose of said right of way is for the construction, maintenance and operations of a city street. Any use of said right-of-way easement shall not determine or limit the extent of the said easement granted herein together with all rights and privileges necessary to the full enjoyment thereof, including all necessary or convenient means of ingress and egress to said right of way.

WITNESS their hands this 22 day of JANUARY, 2020.

MARK GADDIS

  
\_\_\_\_\_  
Mark Gaddis

File#

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Imperial

On January 22, 2020 before me, Kristina A. Villegas, Notary Public  
(insert name and title of the officer)

personally appeared Mark Gaddis,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he she/they executed the same in  
his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

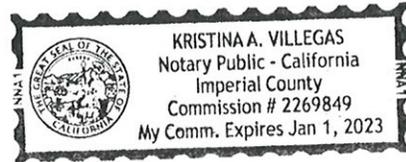
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

*[Handwritten Signature]*

(Seal)



# stewart title

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## CLTA SUBDIVISION GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

### GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Cathy R. Maxwell

Authorized Countersignature  
Stewart Title of California, Inc.  
11870 Pierce Street, Ste 100  
Riverside, CA 92505  
Agent ID: 05060A



Matt Morris

Matt Morris  
President and CEO

x Morgan Chaney  
Morgan Chaney, Marketing

Denise Carraux

Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in

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CLTA Subdivision Guarantee 6-5-14

Guarantee Serial No.: G-2910-1834

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Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

#### **5. Proof of Loss or Damage.**

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

#### **6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that

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were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. Limitation of Liability.**

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**11. Arbitration.**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability

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is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. Severability**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. Choice of Law; Forum**

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

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**CLTA FORM NO. 14 SUBDIVISION GUARANTEE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 599668-2

Customer Reference:

Guarantee No.: G-2910-1834

Amount of Liability: \$10,000.00

Date of Guarantee: December 1, 2019 at 7:30AM

Fee: \$400.00

1. Name of Assured:

Mark Gaddis, a married man as his sole and separate property

2. Subdivision Map Reference:

Parcel Map no. 19-02

3. The map referred to above recites that it is a subdivision of the following described Land:

See Exhibit "A" Attached Hereto

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Owner: Mark Gaddis, a married man as his sole and separate property

Beneficiary: I.V. Community Development, LLC, under Deed of Trust recorded June 8, 2018 as Instrument no. 10286, of Official Records

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**CLTA FORM NO. 14 SUBDIVISION GUARANTEE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 599668-2

Guarantee No.: G-2910-1834

The Map hereinbefore referred to is a Subdivision of land described as follows:

The North half of the West half of Lot 3, Brawley Subdivision No. 1, in an unincorporated area of the County of Imperial, State of California, according to Map no. 56 in Book 1, Page 40 of Official Maps, in the Office of the County Recorder of Imperial County.

Excepting therefrom the West 84.5 feet thereof.

And the West 84.5 feet of the North half of the West half of Lot 3; Brawley Subdivision no. 1, in an unincorporated area of the County of Imperial, State of California, according to Map no. 56 in Book 1, Page 40 of Official Maps, in the Office of the County Recorder of Imperial County.

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February 11, 2020

TO: City of Brawley

ATTENTION: Alma Benavides

RE: Claim	:	Loyd vs. Brawley
Claimant	:	Michael Loyd
Member	:	City of Brawley
Date Rec'd by Mbr	:	8/5/19
Date of Event	:	5/8/19
CW File Number	:	1997938 TV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

*Timothy M. Varon*

Timothy M. Varon  
Claims Supervisor

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager:



**PREPARED BY:** Mike York, Interim Fire Chief

**PRESENTED BY:** Mike York, Interim Fire Chief

**SUBJECT:** Budget Adjustment for Unanticipated Reimbursement from the State of California

**CITY MANAGER RECOMMENDATION:** Approve Resolution No. 2020-\_\_\_: Resolution of the City Council of the City of Brawley, CA Amending the Fiscal Year 2019/2020 City of Brawley Budget for the Fire Department in the Amount of \$15,639.15.

**DISCUSSION:** Approval is requested to amend the budget for the Brawley Fire Department to reflect receipt of reimbursement from the State of California. The basis for the reimbursement is the City's mutual aid response to a Los Angeles County wildfire in 2017.

The Fire Department was deployed to Los Angeles County for a strike team wildfire incident designated the "La Tuna Fire." A fire engine was deployed with four firefighters for the days of September 2-6, 2017. The State of California has issued a check reimbursing the City for the cost associated with staff salaries and the apparatus, a total of \$15,639.15.

This incident occurred during the Fiscal Year 2017/2018 budget. The Brawley Fire Department respectfully requests that the amount of \$15,639.15 be placed into the overtime line item for Fiscal Year 2019-2020.

**FISCAL IMPACT:** Revenue increase of \$15,639.15 to the Fire Department

**ATTACHMENTS:** Copy of the Reimbursement invoice; City Council Resolution



# STATE OF CALIFORNIA 62-613360

WARRANT NUMBER

THE TREASURER OF THE STATE WILL PAY OUT OF THE IDENTIFICATION NO.

0000011686

FUND NO. 8087 FISCAL CONSOLIDATED PMT

MO. DAY YR. 10 01 2019

90-1342/1211 62613360

TO: 613360

CITY OF BRAWLEY  
FIRE DEPARTMENT  
1505 JONES ST  
BRAWLEY CA 92227-1700

DOLLARS CENTS  
\$\*\*\*15639.15

*Betty T. Yee*  
BETTY T. YEE  
CALIFORNIA STATE CONTROLLER

CALIFORNIA STATE CONTROLLER

⑆2⑆⑆⑆3⑆23⑆ 626⑆33609⑆

DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

62-613360

ISSUE DATE: 10/01/2019  
OFFICE OF EMERGENCY SERVICES  
3650 SCHRIEVER AVE.  
MATHER CA 95655  
FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/845-8340

VENDOR NAME VENDOR ID  
 -----  
 CITY OF BRAWLEY 0000011686  
 -----  
 VOUCHER ID INVOICE ID PO ID  
 -----  
 00058030 97249  
 -----  
 AMOUNT PAID  
 -----  
 \$15639.15  
 -----  
 PAYMENT MESSAGE  
 -----  
 INVOICE # 0-20172060 LA TUNA FIRE  
 -----  
 ADDITIONAL PAYMENT MESSAGE  
 -----  
 CHIEF: CHUCK PERAZA

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager:



**PREPARED BY:** Marjo Mello, Interim Parks and Recreation Director, Library Director

**PRESENTED BY:** Marjo Mello, Interim Parks and Recreation Director, Library Director

**SUBJECT:** Request for Co-sponsorship of the Mobile Consulate of Mexico Program

**CITY MANAGER RECOMMENDATION:** Approve the request for co-sponsorship.

**DISCUSSION:** The Consulate of Mexico would like to offer a Mobile Consulate visit at the main library, 400 Main St. on February 22, 2020 and October 24, 2020. The event is from 9AM to 4PM. The mobile consulate offers the same services that the Consulate in Calexico offers such as help with passports, obtaining legal documents such as birth certificates, marriage licenses, etc.

The Consulate held the same event in the fall with much success. Dozens of people received help. The library's operation was positively impacted with use and some Brawley residents discovered a new community resource.

The co-sponsorship allows the Consulate to not encumber any fees for the use of the facility and the insurance requirement is waived. Traditionally, no fees are charged for the use of the library building or meeting room. Insurance requirements still apply.

**FISCAL IMPACT:** No facility fees are required and the insurance requirement is waived.

**ATTACHMENTS:** Facilities Use Request  
Consulate Letter Requesting Waiver of Facilities Use and Insurance



# CITY OF BRAWLEY

LIONS MEMORIAL CENTER  
225 A STREET  
BRAWLEY, CALIFORNIA  
92227  
PHONE: 344-5675

DEPARTMENT OF PARKS  
AND  
RECREATION

## CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

### FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) Feb 22 2020 ACTIVITY Mobile Consulate  
NAME OF APPLICANT Mario Beltran ADDRESS 408 Heber Ave  
HOME PHONE \_\_\_\_\_ WORK PHONE 760 357 3863 Ext 123  
ORGANIZATION Consulate of Mexico NON-PROFIT # \_\_\_\_\_

Will this activity be a fund-raiser? Yes  No   
Admission fee, entry fee or donation? Yes  No   
If yes, where will the proceeds go? \_\_\_\_\_

#### FACILITY REQUESTED

- Lions Center Gymnasium
- Lions Center Conf. Room
- Lions Center Kitchen
- Lions Center Entire Facility
- Lions Center Pool
- Senior Center Main Hall
- Senior Center Meeting Room
- Senior Center Kitchen
- Senior Center Entire Facility
- Cattle Call Large Arena
- Horseshow Ring
- Cattle Call Entire Facility
- Park \_\_\_\_\_
- Teen Center Recreation Room
- Teen Center Kitchen
- Del Rio Community Center Room

*Brawley  
Public  
Library  
\**

#### TIMES AND ATTENDANCE

Approx. attendance \_\_\_\_\_ Adults  
\_\_\_\_\_ Minors  
Set-up & Starting \_\_\_\_\_ AM/PM  
Guests Arrive at \_\_\_\_\_ AM/PM  
Ending & Clean-up \_\_\_\_\_ AM/PM  
Total Hours \_\_\_\_\_

#### I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

\_\_\_\_\_ # Tables \_\_\_\_\_ Other  
\_\_\_\_\_ # Chairs \_\_\_\_\_  
\_\_\_\_\_ Trash Cans \_\_\_\_\_

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley Use and Rental Information, the above statement, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

#### APPLICANT'S SIGNATURE

Mario Jesús Beltrán Mainero  
TITLE Tercer Secretario DATE FEB 3 2020

#### STAFF NOTES:

#### CHARGES AND DEPOSITS

PRIORITY \_\_\_\_\_

APPLICATION:  APPROVED  DENIED BY: \_\_\_\_\_  
EMPLOYEE REQUIRED

FACILITY	HRS	CHARGE	TOTAL	DATE:
<input type="checkbox"/> Lions Center	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Senior Center	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Cattle Call	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Parks	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Lions Pool	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Teen Center	_____ @	\$ _____	\$ _____	
<input type="checkbox"/> Del Rio Community Center	_____ @	\$ _____	\$ _____	

NEEDED:  Security   
 Insurance   
 Council Approval

Refundable Deposit \_\_\_\_\_ \$  
Total Fees \_\_\_\_\_ \$

Paid On \_\_\_\_\_ # \_\_\_\_\_  
Paid On \_\_\_\_\_ # \_\_\_\_\_

- CC  Parks  
 Recreation  
 Senior Citizens  
 Buildings  
 \_\_\_\_\_

Refund Approval  Yes  No  
Amount of Refund: \_\_\_\_\_  
Entered on Calendar   
Copies issued by: \_\_\_\_\_  
Employee: \_\_\_\_\_

*AB*

February 3<sup>rd</sup> 2020

**Norma Kastner-Jauregui**  
**Mayor**  
**City of Brawley, CA**

Hoping that I find you well, I would like to take this opportunity to request, once again, your kind support for our Mobile Consulate Program in the City of Brawley, CA.

With the objective of providing consular services to the Mexican-American community, including the issuance of passports and other official Mexican documents, as well as to inform them about our programs related to education, health and legal counsel, we have scheduled two events this year. The first one to take place on Saturday, February 22<sup>nd</sup>, 2020, and the second one, on October 24<sup>th</sup> 2020.

As in previous occasions, we are asking the City of Brawley for its support in order to hold these community events at Brawley Public Library. On that regard, we have duly submitted the required facilities use application form to the Parks & Recreation Department for the event that will take place on February 22<sup>nd</sup>, 2020.

If at all possible, we would like to request from you and Brawley's City Council to waive the rental fee of the facility as well as the requirement to obtain insurance to cover the event.

Looking forward to your kind support.

**Sincerely,**

**Tarcisio Navarrete Montes de Oca**  
**Consul of Mexico**

MB/lc

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager: 

**PREPARED BY:** Rosanna Bayon Moore, City Manager

**PRESENTED BY:** Marjo Mello, Interim Parks & Recreation Director

**SUBJECT:** Imperial Valley Taco Fest 2020 - Brawley Chamber of Commerce

**CITY MANAGER RECOMMENDATION:** Approve as submitted provided that applicant comply with Policies and Procedures for Use of City Facilities and Parks.

**DISCUSSION:** The Chamber of Commerce is sponsoring a Taco Fest to be held on City streets and North Plaza Park on Saturday, April 4, 2020. A street closure is planned in the general area of North Plaza Street from Main Street to North Imperial Avenue. The Chamber is requesting to sell alcohol from 5-9PM. Adult attendees will be allowed to roam the area while shopping, listening to music, and tasting tacos.

Staff recommend approval of the request with stipulations set forth by department heads. A meeting will be scheduled with Police, Fire, Public Works, and Parks & Recreation Departments to review logistics and security matters for the amount of attendees expected. An ABC permit is required and confirmed prior to the event.

**FISCAL IMPACT:** City expense of \$1,745 will be incurred and a minimum street closure fee of \$500 will be collected.

**ATTACHMENTS:** Application  
Letter requesting alcohol sales  
Proposed layout



February 13, 2020

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

**Re: Request for permission to sell alcohol during the Imperial Valley Taco Fest 2020**

Dear Ms. Moore:

The Brawley Chamber of Commerce respectfully requests permission to sell and serve alcohol at our upcoming event, Imperial Valley Taco Fest. The event will be held in the North Plaza and North 5<sup>th</sup> Street location. The Chamber will be providing proper ID check and wristband designation before any alcohol can be purchased. If approved, we will begin proper licensing with Brawley PD and ABC.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Katie B. Luna".

Katie Luna  
CEO  
Brawley Chamber of Commerce



# CITY OF BRAWLEY

LIONS MEMORIAL CENTER  
225 A STREET  
BRAWLEY, CALIFORNIA  
92227  
PHONE: 344-5675

DEPARTMENT OF PARKS  
AND  
RECREATION

## CITY OF BRAWLEY PARKS, RECREATION AND COMMUNITY SERVICES APPLICATION AND AGREEMENT

### FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) 4/4/2020 ACTIVITY IV TacoFest  
NAME OF APPLICANT Brawley Chamber of Commerce ADDRESS 204 S. Imperial Ave  
HOME PHONE (760) 344-3160 WORK PHONE \_\_\_\_\_  
ORGANIZATION Ramiro Urias NON-PROFIT # \_\_\_\_\_

Will this activity be a fund-raiser? Yes  No   
Admission fee, entry fee or donation? Yes  No   
If yes, where will the proceeds go? \_\_\_\_\_

#### FACILITY REQUESTED

- Lions Center Gymnasium
- Lions Center Conf. Room
- Lions Center Kitchen
- Lions Center Entire Facility
- Lions Center Pool
- Senior Center Main Hall
- Senior Center Meeting Room
- Senior Center Kitchen
- Senior Center Entire Facility
- Cattle Call Large Arena
- Horseshow Ring
- Cattle Call Entire Facility
- Park North Plaza Park & 5th St.
- Teen Center Recreation Room
- Teen Center Kitchen
- Del Rio Community Center Room

#### TIMES AND ATTENDANCE

Approx. attendance 2,000 Adults  
\_\_\_\_\_ Minors  
Set-up & Starting 2:00 AM/PM  
Guests Arrive at 5:00 AM/PM  
Ending & Clean-up 9:00pm/cleanup 11pm AM/PM  
Total Hours 9 Hrs.

#### I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

5 # Tables  
10 # Chairs  
All Trash Cans  
X Other Light RV

I, the undersigned, shall indemnify, defend, and hold harmless the City of Brawley, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of in any way connected with Permittee's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Brawley, its officers, employees or agents.

I, the undersigned, have read the City of Brawley Use and Rental Information, the above statement, and the facility regulations on the reverse side of this permit, understand them fully, and agree to abide by them.

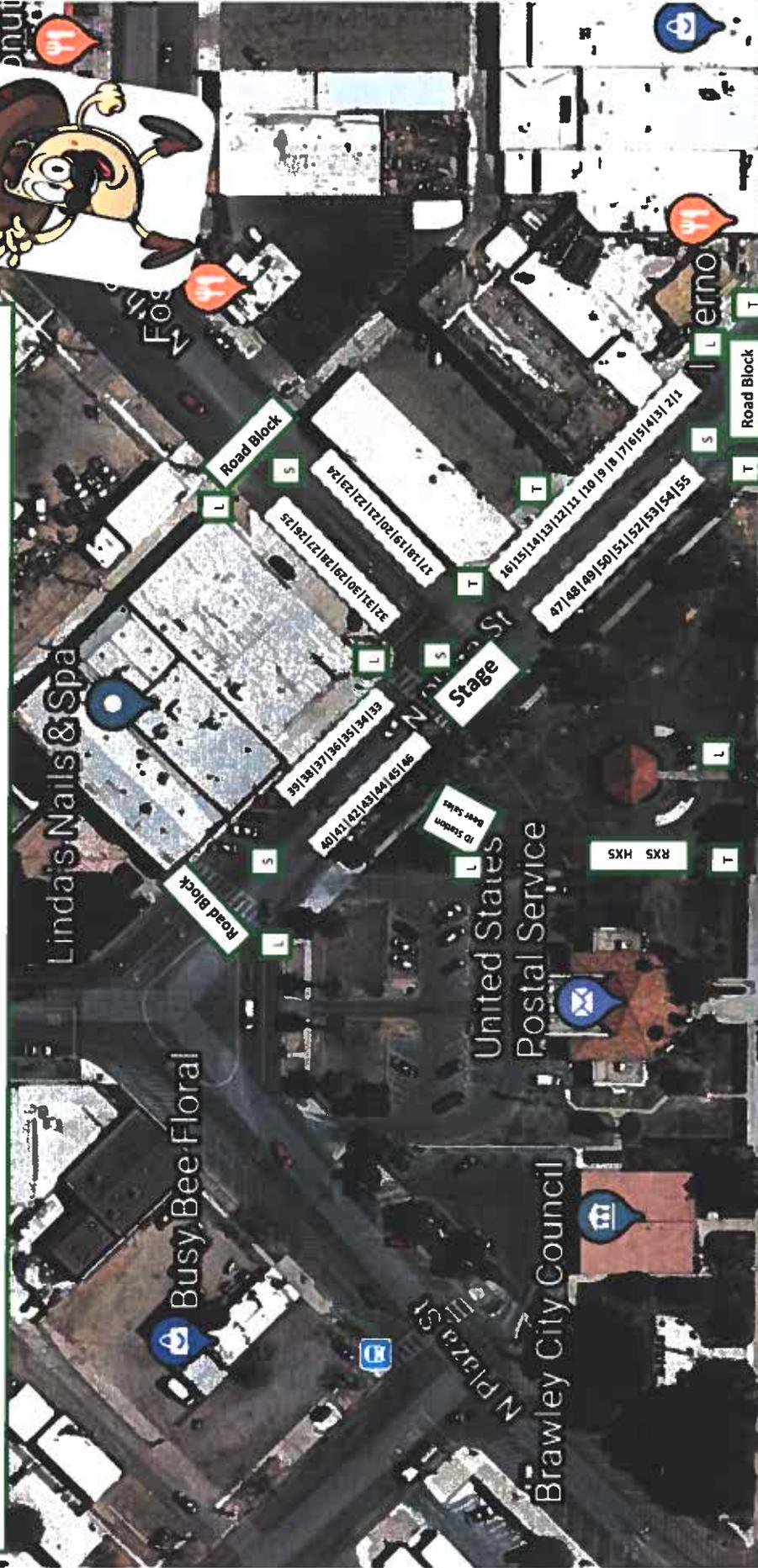
APPLICANT'S SIGNATURE [Signature]  
TITLE Membership Coordinator DATE 2/13/2020

STAFF NOTES: \_\_\_\_\_

#### CHARGES AND DEPOSITS PRIORITY \_\_\_\_\_

APPLICATION:  APPROVED  DENIED BY: \_\_\_\_\_  
EMPLOYEE REQUIRED   
FACILITY \_\_\_\_\_ HRS \_\_\_\_\_ CHARGE \_\_\_\_\_ TOTAL \_\_\_\_\_ DATE: \_\_\_\_\_  
 Lions Center @ \$ \_\_\_\_\_ \$ \_\_\_\_\_

# IMPERIAL VALLEY TACO FESTIVAL 2020



- R – Restrooms
- H – Hand washing station
- T – Trash Can
- S – Security
- L – Tower Light

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager: 

**PREPARED BY:** Ruben Mireles, Operations Division Manager

**PRESENTED BY:** Guillermo Sillas, Public Works Director

**SUBJECT:** Professional Engineering Services for Wastewater Treatment Plant Headworks Emergency Generator Project

**CITY MANAGER RECOMMENDATION:** Authorize Professional Engineering Services with Lee & Ro Engineering, Inc. to prepare design of Emergency Generator Power at Wastewater Treatment Plant Headworks System in the amount not to exceed \$59,657.00

**DISCUSSION:** The Wastewater Treatment Plant was completed and operational in July of 2011. The Wastewater Treatment facility plans included emergency power to various critical components that would keep the facility operational and in compliance with its NPDES Permit. The systems headworks was not included and or/designated as critical in the original design back in 2011.

During the past 8 years, the Wastewater Treatment Plant has had two occurrences during which the facility has lost electrical power. The headworks overflowed its structures, flooding the surrounding areas and impacting the plant's southwestern boundary. The City's Wastewater Treatment Plant staff respectfully requests that the headworks system be retrofitted to have emergency power installed to avoid any future raw sewage overflows during power outages.

The components at the headworks include the following equipment:

- Two automatic step screens
- A screen washer compactor
- Vortex grit tank
- Grit pump, grit separator and washer

These components primarily remove large debris, grit, towels, rags, and other undesirable items that flow from the City into the sewage collection system and into the headworks of the Wastewater Treatment Plant.

Installing emergency power to the headworks will keep the mentioned equipment operational during power outages and prevent the undesirable debris from accumulating and blocking the pathways of the sewage flow stream at the screens. This will prevent raw sewage overflows and the possible contamination of the City and adjacent properties. It will also minimize the potential of receiving fines and penalties from Local, State and Federal environmental agencies that regulate the proper operation of the plant and protect the surrounding environment.

Lee and Ro will provide engineering services that will include a site visit, review of existing loads, selection of an automatic transfer switch and a generator, designs for electrical system improvements and permitting (Imperial County Air Pollution Control District), as well as necessary civil and structural improvements. Bid phase and construction phase engineering services will also be provided.

The scope of services includes the following:

Project Management

As built data collection and meetings

Site investigations

Permit acquisition service

Final design

Bid support services

Construction phase support

The total cost not to exceed fee is \$59,657.00

**FISCAL IMPACT:** \$59,657.00 from Water Treatment Professional Services Fund  
511.332.000.800.300

**ATTACHMENTS:** Lee & Ro proposal  
Agreement

December 19, 2019

Mr. Ruben Mireles, Operations Division Manager  
City of Brawley  
180 S. Western Avenue  
Brawley, CA 92227

Subject: **PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR CITY OF BRAWLEY WASTEWATER TREATMENT PLANT HEADWORKS EMERGENCY GENERATOR PROJECT**

Dear Mr. Mireles:

In response to your request on December 3, 2019, LEE & RO, Inc (LEE & RO) is pleased to submit this proposal for engineering services for the City of Brawley Wastewater Treatment Plant (WWTP) Headworks Emergency Generator Project.

Currently, the City owns and operates a 5.9 million gallons per day (MGD) permitted capacity WWTP that provides wastewater services to the community of Brawley. The existing WWTP headworks equipment is not currently equipped with a source of emergency power to provide electricity during a utility power outage. Therefore, the City wishes to install a new emergency generator to provide emergency electrical power to the headworks equipment, including the mechanical bar screens, grit removal system and water pumps. Based on current electrical loads, LEE & RO anticipates a new 50kW or 75kW Tier 3 certified diesel generator will be required to supply emergency power for the headworks equipment.

Engineering services will include a site investigation, review of existing electrical loads, selection of an automatic transfer switch (ATS) and generator, designs for electrical system improvements, and permitting (Imperial County Air Pollution Control District - ICAPCD), as well as necessary civil and structural improvements. Bid phase and construction phase engineering services will also be provided.

The scope of services (task descriptions) is as follows:

**Task 1 Project Management, As-Built Data Collection, and Meetings**

LEE & RO will meet with City staff, as required, in support of the project and coordinate overall scope, schedule, approach and methodology, deliverables, and expectations for the Project. LEE & RO will review background information and relevant data in support of the project. Meetings will include a kick-off meeting and a design review meeting to be held after submission of the design package to receive comments from the City and discuss any issues identified during review.

**Task 2 Site Investigation**

LEE & RO will perform a comprehensive site investigation to verify existing conditions. City electrical staff will be responsible for de-energizing and re-energizing electrical equipment, verifying the absence of voltage after de-energizing, and opening and closing of electrical panels/doors.

**Task 3 Permit Acquisition Service**

LEE & RO will provide the necessary coordination to acquire the permit to construct from Imperial County Air Pollution Control District (ICAPCD)

**Task 4 Final Design (75% Design and 100% Design)**

LEE & RO will prepare and submit the 75% design including plans, technical specifications and a preliminary construction cost estimate. After the 75% design review meeting, LEE & RO will prepare and submit the 100% design package incorporating all of the City's 75% design comments.

**Preliminary Drawing List**

Sheet No.	Drawing No.	Title
1	G-01	Title Sheet, Vicinity Map, Location Map and Drawing List
2	G-02	General Note, Abbreviations, Legend and Symbols
3	C-01	Site Plan
4	S-01	Generator Concrete Pad Plan and Sections
5	E-01	Electrical Symbols and Abbreviations
6	E-02	Single Line Diagram
7	E-03	Headworks – Electrical Power Plan
8	E-04	Control Diagrams
9	E-05	Electrical Details

**Task 5 Bid Phase Support Service (Attend Pre-Bid Meeting and Prepare Addendum)**

LEE & RO will attend one pre-bid meeting. LEE & RO will prepare the agenda and minutes for the meeting. LEE & RO will prepare one addendum for design related issues. The fee assumes that only one (1) addendum will be required.

**Task 6 Construction Phase Support**

LEE & RO will attend the pre-construction conference held by City. LEE & RO will review shop drawings, catalog data, and other information submitted by the Contractor. LEE & RO will respond to the Contractor's requests for information (RFIs). LEE & RO will also assist the City with processing contractor change order requests.

The total project not-to-exceed fee requested is **\$59,657** and our fee proposal spreadsheet (**Exhibit 1 – Fee Proposal**) is attached.

We thank you for the opportunity to work on this project. Please call if you have any comments or questions.

Respectfully Submitted,

LEE & RO, Inc.



Jay Jung, P.E.

Project Manager

- Encl: Exhibit 1 – Fee Proposal
- Exhibit 2 – Standard Hourly Billing Rate Schedule FY 2019/2020
- Exhibit 3 – Other Direct Costs

EXHIBIT 1 - FEE PROPOSAL  
WATER TREATMENT PLANT IMPROVEMENTS

Task No.	Labor Category Used for Fee Proposal: E7 Supervising Engr., E6 Principal Engr., E4 Engr., E3 Associate Engr., E2 Assistant Engr., F3 Sr. Inspector, T5 Sr. Designer, T3 Associate Designer, and A1 Adm (Word Processor)	HOURS PER LABOR CATEGORY AND BILLING RATE (\$/HR). SEE BILLING RATE SCHEDULE FOR LABOR CLASSIFICATION.							Total Labor Hours	Labor Cost (\$)	Other Direct Costs (ODCs)	TOTAL FEES (\$)
		E7	E6	E4	E3	T4	A1					
		\$225	\$208	\$172	\$155	\$138	\$109					
1	Project Management, As-built Data Collection, and Meetings (One Kickoff Meeting and One Design Review Meeting)	8	8	12	8			3	\$7,095	\$400	\$7,495	
2	Site Investigation	6			6			12	\$2,280	\$200	\$2,480	
3	Permit Acquisition Service	6		14	4	4	2	30	\$5,148	\$50	\$5,198	
4	Final Design (75% and 100% Design Submittals)	20	16	45	35	50	12	178	\$29,201	\$200	\$29,401	
5	Bid Phase Support (Attend Pre-Bid Meeting and Prepare Addendum)	6		8		4	1	19	\$3,387	\$200	\$3,587	
6	Construction Phase Support (Attend Pre-Construction Meeting, Shop Drawing Review, RFI Response, Assist Change Order and As-Built Preparation)	8	6	20	24	4	4	66	\$11,196	\$300	\$11,496	
<b>TOTAL - NOT TO EXCEED</b>		<b>54</b>	<b>30</b>	<b>99</b>	<b>77</b>	<b>62</b>	<b>22</b>	<b>344</b>	<b>\$58,307</b>	<b>\$1,350</b>	<b>\$59,657</b>	

LEE & RO, Inc.  
FY 2019-2020 HOURLY BILLING RATE SCHEDULE - B

(Effective From November 1, 2019 to October 31, 2020)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
<b>ENGINEERS</b>			
Engineer 8	E8	Managing Engineer	\$250
Engineer 7	E7	Supervising Engineer	\$225
Engineer 6	E6	Principal Engineer	\$208
Engineer 5	E5	Senior Engineer	\$185
Engineer 4	E4	Engineer	\$172
Engineer 3	E3	Associate Engineer	\$155
Engineer 2	E2	Assistant Engineer	\$138
Engineer 1	E1	Junior Engineer	\$118
<b>CAD / DESIGNERS</b>			
Designer 6	T6	Principal Designer	\$172
Designer 5	T5	Senior Designer	\$155
Designer 4	T4	Designer	\$138
Designer 3	T3	Associate Designer	\$118
Designer 2	T2	Assistant Designer	\$103
Designer 1	T1	Junior Designer	\$86
<b>FIELD PROFESSIONALS</b>			
Field Professional 5	F5	Senior Resident Engineer	\$185
Field Professional 4	F4	Resident Engineer	\$172
Field Professional 3	F3	Senior Inspector	\$155
Field Professional 2	F2	Inspector	\$138
Field Professional 1	F1	Assistant Inspector	\$118
<b>ADMINISTRATIVE</b>			
	A4	Senior Contract Manager	\$138
Administrative 3	A3	Contract Manager	\$127
Administrative 2	A2	Senior Word Processor	\$118
Administrative 1	A1	Word Processor / Admin. Assistant	\$109

**LEE & RO, Inc.**

**FY 2019 Other Direct Cost (ODC) Billing Rate Schedule**

**(Effective from November 1, 2019 to October 31, 2020)**

This schedule will be subject to change at the beginning of the new fiscal year (November 1st).

<b>Automobile Mileage</b>	<b>IRS Published Rate</b>
<b>In-house Reproduction</b>	\$0.08 / sheet (8.5 x 11 Bond B & W) \$0.20 / sheet (8.5 x 11 Bond Color) \$0.15 / sheet (11 x 17 Bond B & W) \$0.50 / sheet (11 x 17 Color) \$1.25 / sheet (24 x 36 Bond)
<b>Mylar Original Drawing</b>	\$8.00 / sheet (24 x 36 or 22 x 34)
<b>Computers &amp; Work Stations</b>	No Charge
<b>Subconsultant Mark-up</b>	Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise
<b>Bulk Reproduction by Outside Printing Firm</b>	Invoice amount plus 10% Handling Charge
<b>Overnight Mailing, Air Fare, Project-Specific Software, Equipment Rental, etc.</b>	At Cost

**CITY OF BRAWLEY  
CONSULTING SERVICES CONTRACT  
PROFESSIONAL ENGINEERING SERVICES  
FOR  
PROVIDE DESIGN SERVICES FOR WASTEWATER TREATMENT PLANT HEADWORKS  
EMERGENCY GENERATOR PROJECT**

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley (“City”) and Lee & Ro, Inc. (“Consultant”).
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by City to be its representative with authority to act for City regarding this Contract and the Work of Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by Consultant pursuant to the Contract.
- 3.0 **Time of Contract.** Consultant shall perform the services required under this Contract within 60 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** City hereby retains and engages Consultant, and Consultant accepts such engagement to Provide Professional Engineering Services to Provide Design of Emergency Generator Power at Wastewater Treatment Plant Headworks System.
- 4.1 Details of Scope of Work are contained in the Proposal to provide Professional Engineering Services for the City Wastewater Treatment Plant Headworks Emergency Generator Project dated December 19, 2019, attached herewith as Exhibit A and by this reference made a part hereof.
- 5.0 **Manner of Compensation.** For performance of services rendered pursuant to this Contract, City will pay Consultant fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is Fifty-Nine Thousand Six Hundred Fifty Seven Dollars 00/100 (\$59,657.00) without prior express written consent of City. In the event that consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.

**6.0 Payment**

City shall pay consultant for Services rendered by consultant hereunder on the basis of monthly invoices for the period ending on the final day of the month. City shall pay each invoice within 30 days after receipt. Invoices shall include, project description, the description and breakdown of costs, the month such costs were incurred, total expenses billed to date, invoice number and invoice date. All invoices shall be sent to City. Attention: Guillermo Sillas. See Section 22.2, "Notice and Communications".

- 6.1 Compensation. Monthly progress payments shall be billed and based on work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, appearance of which will be approved by City. See Exhibit B for a sample of a typical invoice.
- 6.2 Billing Dispute. In the event City disputes the amount of an invoice, it shall notify Consultant within 20 days of receipt of the invoice and otherwise timely pay any undisputed portion of the invoice.

**7.0 Records and Audits**

- 7.1 Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City.
- 7.2 Audit. City may perform an audit of the time based and reimbursable expense costs of any given Work Order. City shall not have access to Consultant's composition of fixed overhead rates or lump sums, the financial make up of payroll burdens or to any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Consultant shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

**8.0 Control of Work**

Consultant shall report on all Work performed for City through City's Contract Manager and any designated representatives. Consultant shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

**9.0 Ownership of Documents**

- 9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the City to the Consultant herein become the property of City. All final reports including reconnaissance reports, pre-feasibility reports and feasibility reports shall be the property of City. Consultant may retain copies of said documents and reports. Any reuse or modification of such Documents for purposes other than those intended herein shall be provided at the City's sole risk and without liability to the Consultant.
- 9.2 Confidentiality. In performing services under this Contract Consultant will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Contract shall be held confidential by Consultant. Consultant shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain:
- b. Information disclosed to-Consultant by a third party who is not under a confidentiality obligation:

- c. Information developed by or in the custody of Consultant before entering into this Agreement;
- d. Information developed by Consultant through its work with other clients; and
- e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**10.0 Duties of Consultant**

- 10.1 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 at the same time and in the same locality.
- 10.2 Licenses. Consultant represents 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 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.
- 10.3 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.

**11.0 Suspension**

City may, upon 10 calendar day written notice, direct Consultant to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Consultant, this Contract may be supplemented to compensate Consultant for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Consultant shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Consultant shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Consultant after such suspension on 10 calendar day written notice from City.

**12.0 Termination**

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 day written notice to Consultant. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

- 12.1 Termination for Cause. If Consultant shall fail to diligently, timely and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Consultant; or Consultant shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Consultant's insolvency, Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code; or Consultant otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Consultant; then, City, upon 7 days' prior written notice to Consultant, immediately may terminate this Contract for cause.
  - 12.1.1 Upon termination of this Contract for cause, Consultant shall be entitled only to payment of that portion of services performed for which Consultant has not been paid and which Consultant has actually satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Consultant by reason of the termination of this Contract.
  - 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City by reason of a default by Consultant under this Contract including, without

limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred or to be incurred by City by reason of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

- 12.2 Termination For Convenience - In the event that City terminates this Contract for reasons other than those set forth above Consultant shall be entitled to payment for services performed which have not been paid to Consultant and which shall compensate Consultant for all services actually and satisfactorily performed by Consultant up to the date of such termination.
- 12.3 Duties of Consultant Upon Termination - Upon any termination of this Contract Consultant shall:
- 12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.
- 12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Consultant relating to the services, to the extent they may be canceled or transferred by Consultant.
- 12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials and other property produced as a part of, or acquired in the performance of Consultant's services.
- 12.3.4 Take such other actions as City may reasonably direct.

### **13.0 Insurance**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Consultant agrees to modify the existing coverage to do so. The following coverages will be provided by Consultant and maintained on behalf of City and in accordance with the following requirements:

- 13.1 Commercial General Liability Insurance. Commercial General Liability coverage at least as broad as Insurance Services Office form CG 00 01. No claims made or modified occurrence forms will be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall include bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy shall be endorsed to provide that City of Brawley and its officers, officials, employees, and agents are additional insureds. This provision shall also apply to any excess policies.
- 13.2 Business Auto Liability Insurance. Business auto coverage at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Limits shall be no less than \$1,000,000 combined single limit per accident.
- 13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law and Employer's Liability Insurance no less than \$1,000,000 per accident. Consultant shall submit to City, along with the certificate of insurance, a Waiver Subrogation endorsement in favor of City of Brawley, its officers, agents, and employees. (This provision shall not apply if Consultant has no employees performing work under this Agreement, however, in such case Consultant must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.

13.4 Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance covering the services to be performed in connection with this Agreement shall be maintained with policy limits of not less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

#### **14.0 Indemnification**

##### For Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

##### For other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceeding, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including by not limited to officers, employees or subcontractors of Consultant.

#### **15.0 Relationship of Parties**

Consultant shall, for all purposes, be an independent contractor as to City and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant and City.

#### **16.0 Assignment and Subcontracting**

16.1 Non-Assignment. A substantial inducement to City for entering into this Contract is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

#### **17.0 Laws and Regulations**

Consultant will comply in the performance of the Contract with all laws and regulations applicable to Consultant in its performance of the Contract.

#### **18.0 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.

**19.0 Attorneys' Fees**

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

**20.0 Governing Law and Venue**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. 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. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non convenes or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

**21.0 Integration**

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those set forth in this Contract.

**22.0 Authorized Representatives and Notices**

22.1 Representatives. Prior to commencement of the work under the Contract, City and Consultant shall agree on the designation of a representative authorized to act in behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of City and Consultant. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Consultant identified below. Notice shall be effective on the date of delivery.

<b>TO:</b> City of Brawley Guillermo Sillas, P.E., Public Works Director/ City Engineer 180 South Western Avenue Brawley, CA 92227 Phone: (760) 344-5800 Ext. 19 Fax: (760) 344-5612 E-mail: <a href="mailto:gsillas@brawley-ca.gov">gsillas@brawley-ca.gov</a>	<b>TO:</b> Lee & Ro, Inc. Jay Jung, P.E./Project Manager 1199 South Fullerton Road City of Industry, CA 91748 Phone: (626) 912-3391 Fax: (626) 912-2015 E-mail: <a href="mailto:jay.jung@lee-ro.com">jay.jung@lee-ro.com</a>
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22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

**23.0 Waiver**

The failure of City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Consultant from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

**24.0 Survival of Obligations and Liabilities**

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Consultant of its obligations for work completed prior to the effective date of such termination, cancellation, or acceptance, nor shall it relieve Consultant of its liabilities at law or under this Contract.

**25.0 Severability**

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or un-enforceability adversely affects the material consideration for its performance under this Contract such party may, by giving written notice to the other party, terminate this Contract.

**26.0 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  
Lee & Ro, Inc.**

By: \_\_\_\_\_  
Dhiru Patel, P.E., President

**CITY OF BRAWLEY  
EXHIBIT A  
SCOPE OF SERVICES  
CONSULTING SERVICES CONTRACT  
PROFESSIONAL ENGINEERING SERVICES  
FOR  
PROVIDE DESIGN SERVICES FOR WASTEWATER TREATMENT PLANT HEADWORKS  
EMERGENCY GENERATOR PROJECT**

**1.0 General Scope of Work**

The General Scope of Work is for Consultant to Provide Design Services for Wastewater Treatment Plant Headworks Emergency Generator Project.

**2.0 Specific Scope of Work**

2.1 Details of Scope of Work are contained in the Proposal for Professional Engineering Services for the City Wastewater Treatment Plant Headworks Emergency Generator Project.

**EXHIBIT B**

**Typical Monthly Invoice**

**Consultant's Letterhead**

**City of Brawley**

**Project Title:** Design Services for Wastewater Treatment Plant Headworks Emergency Generator project.

**Services from: (Date) to (Date)**

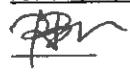
Total Contract Amount  
Previously Billed  
Current Billing  
Billed to Date  
Amount Remaining  
Total This Invoice

\*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager: 

**PREPARED BY:** Robert Sawyer, Chief of Police

**PRESENTED BY:** Scott Sheppard, Interim Chief of Police

**SUBJECT:** Purchase of Nighthawk Handheld Backscatter Device (portable x-ray) from Viken Detection for the Brawley Police Department

**CITY MANAGER RECOMMENDATION:** Approve City Council Resolution authorizing the purchase of Nighthawk handheld backscatter device with onsite training.

**DISCUSSION:** The Brawley Police Department, along with other local law enforcement agencies, is actively involved in patrol duties and participates in High Intensity Drug Trafficking Areas (HIDTA) Domestic Highway Enforcement (DHE) operations in the Imperial Valley when available funding and manpower permits. Financial support for overtime for these enforcement activities is provided through a number of federal sources and is used for criminal highway enforcement and interdiction efforts during increased operational periods.

In 2019, the DHE program identified a potential funding source for equipment necessary to assist with these efforts. Funding was received on February 5, 2020, from the Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) Southwest Land Transportation Strategic Initiative. The submission was supported by the Imperial Valley Drug Coalition, United States Attorney's Office and the High Intensity Drug Trafficking Area (HIDTA), and consisted of equipment and overtime for each of the participating agencies. The requested purchase of a Viken Detection (formerly Heuresis) Nighthawk Backscatter Device is consistent with the attached OCDETF authorization. Viken Detection is the sole source provider (letter attached) for such devices when utilized by a single operator.

This purchase will include onsite training from factory representatives who are experts in the field of criminal highway enforcement.

**FISCAL IMPACT:** General Funds (101.211.000-721.900, Small Tools and Minor Equipment) will be utilized for the purchase in the amount of \$47,948.75, 100% reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT funds administered by Homeland Security Investigations (HSI).

**ATTACHMENTS:**

- 1) Viken Detection quote
- 2) Viken Detection Sole Source Letter
- 3) OCDETF Authorized Expense Agreement
- 4) Resolution 2020-



Quotation

Quote #: Q-01283-2  
 Date: 2/5/2020 12:54 PM  
 Expires On: 4/5/2020

Viken Detection

21 North Avenue  
 Burlington, Massachusetts 01803  
 United States

Phone: 617-467-5526  
 Fax: 617-467-5024  
 Email: sales@vikendetection.com

**Ship To**  
 Robert Sawyer  
 Brawley Police Department  
 351 Main Street  
 Brawley, California 92227  
 United States  
 7603512643  
 rsawyer@brawley-ca.gov

**Bill To**  
 Brawley Police Department  
 351 Main Street  
 Brawley, California 92227  
 United States

SALESPERSON	PHONE	EMAIL	LEAD TIME	PAYMENT TERMS
Rebecca Tamez		rtamez@vikendetection.com	Approx. 2-4 weeks ARO	Prepaid, Net 30 subject to credit approval

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
1-100011	Handheld Backscatter Devices	Nighthawk with Wide Area Detector	1	\$42,000.00	\$42,000.00
<b>Subtotal:</b>					\$42,000.00
<b>Total:</b>					\$42,000.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
6-000001	Configurations	Single Trigger	1	\$0.00	\$0.00
<b>Subtotal:</b>					\$0.00
<b>Total:</b>					\$0.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
9-000001	Training	HBI Training	1	\$5,000.00	\$2,300.00
<b>Subtotal:</b>					\$5,000.00
<b>Total:</b>					\$2,300.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10-000002	Shipping and Handling	Domestic 3 Day Shipping	1	\$200.00	\$200.00
<b>Subtotal:</b>					\$200.00
<b>Total:</b>					\$200.00

<b>Subtotal:</b>					\$47,200.00
<b>Discount:</b>					\$2,700.00
<b>Total:</b>					\$44,500.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_ Sales Tax Exempt? Yes / No (If Yes, attach copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No Sales person is authorized to bind Seller to any promise or understanding not expressed herein.

#### **TAXES**

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

#### **PRICES**

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

#### **DELIVERY**

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex#works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

#### **PAYMENT**

1. The term of payment shall be net 30 days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set#off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.
3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

#### **VARIATIONS IN QUANTITY; CHANGES**

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

#### **EXPORT CONTROLS; FCPA; ANTI-BOYCOTT**

1. Buyer shall not make any disposition of the Products, by way of transshipment, re#export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party#in#interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end#use and end#user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of

the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FCPA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti# boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

#### **WARRANTIES**

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error#free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.
2. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.
3. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
4. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

#### **PATENTS/INDEMNITY**

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly# infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third#party claims for infringement arising out of Seller's use of such specifications/designs.

#### **LIMITATION OF LIABILITY**

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

#### **EXCUSABLE DELAYS**

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials,

components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.

2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

#### **SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION**

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

#### **DIES, TOOLS, PATTERNS**

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

#### **GENERAL**

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.
2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.

#### **PROHIBITION FOR HAZARDOUS USE**

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

#### **STATUTORY REQUIREMENTS**

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

#### **GOVERNMENT CONTRACTS**

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice  
United States Attorney  
Organized Crime Drug Enforcement Task Forces  
Southwest Region

1000 Louisiana, Suite 2300  
Houston TX 77002

Tel: 713-567-9000  
Fax: 713-718-3307

Chief Robert Sawyer  
Brawley PD  
351 Main Street  
Brawley CA 92227

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year FY-20**

Dear Chief Robert Sawyer:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Brawley PD under the following terms:

OCDETF Case #: SI-SW-007-15  
Operation: Southwest Land Transportation Strategic Initiative  
Dates of the Agreement: 10/01/2019 through 09/30/2020 (FY-20)  
Funding Amount (\$): \$182,500.00  
Sponsoring Federal Agency: ICE

At no time should your State or Local agency exceed the approved funding noted above.

**\*\*Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement For Fiscal Year FY-20

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

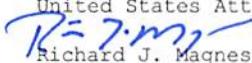
The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$18,649.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning 10/01/2019). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. An agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

**Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.**

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Koch, Darin at 713-567-9551.

Very truly yours,

Ryan K. Patrick  
United States Attorney

  
Richard J. Magness  
OCDETF Regional Director  
Southwest Region

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
 FY 2020 Agreement  
 FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS #: 092592658  
 Federal Tax Identification #: 95-6000680

UFMS Doc#: \_\_\_\_\_  
 DC#: \_\_\_\_\_

Amount Requested  
 \$ 182,500.00

OCDETF Investigation/Strategic Initiative #:  
SI-SW-007-15

From: October 1, 2019  
 Beginning Date of Agreement  
 To: September 30, 2020  
 Ending Date of Agreement

Federal Agency Investigation #:  
 \_\_\_\_\_

Strike Force/Strategic Initiative Name and Address:  
**SW Land Transportation SI**

State or Local Agency Name and Address:  
**Brawley Police Department  
 351 Main Street  
 Brawley, CA 92227**

Sponsoring Federal Agency (SF only): HSI  
 Lead Investigator: Stewart Harvey  
 Telephone Number: (760) 427-2814  
 Email Address: Stewart.Harvey@ice.dhs.gov

State or Local Agency  
 Narcotics Supervisor: Chief Robert Sawyer  
 Telephone Number: (760) 351-2648  
 E-mail Address: RSawyer@brawley-ca.gov  
 Fax Number: \_\_\_\_\_

Brief explanation of services/goods provided and basis for determining costs:  
**Equipment detailed on page 6, with modifications as necessary, are for the purpose of enhancing the coordinated efforts and capabilities of the Brawley PD to combat the transportation of narcotics, bulk cash, and other illegal contraband on the highways and Interstates in southern California.**  
**All equipment totals are based on vendor quotes.**

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Tyler Salcido  
 Telephone Number: (760) 344-8941  
 E-mail Address: tsalcido@brawley-ca.gov

Agreement - (FY20)

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1<sup>st</sup>. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or local organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
  - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: Robert Sanger Chief 12/16/19  
*Authorized State or Local Official* *Title* *Date*

Approved By: [Signature] 12/26/19  
*Strike Force Commander (SF) / Regional Director (SI)* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office* *Date*

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office* *Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT**

**COST ESTIMATE**

Name of Strike Force/Strategic Initiative: SW Land Transport SI

OCDETF Investigation/Strategic Initiative Number: SI-SW-007-15

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	1 Vigilant Plate Reader	\$ 30,000.00
2.	1 Vigilant Plate Reader	\$ 30,000.00
3.	1 RU2 Systems Speed Trailer	\$ 30,000.00
4.	1 Canine purchase including Training/Travel	\$ 25,000.00
5.	1 Buster K-910 Density Detection Device	\$ 7,000.00
6.	1 Heuresis HBI-120 Handheld X-Ray Scanner	\$ 48,000.00
7.	1 Gas Tank Scope	\$ 10,000.00
8.	1 Stalker RLR Long Range LIDAR	\$ 2,500.00
9.		
10.		
11.		
12.		
13.	<b>Total</b>	<b>\$ 182,500.00</b>

Agreement - (FY20)

## **Addendum A**

**Exception to EFT Policy Justification:**

**Other Exceptions or Justifications:**

**Agreement - (FY20)**

**VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

Name: City of Brawley / Brawley PD
Address: 400 Main Street
Brawley, CA 92227
Taxpayer ID Number: 95-6000680
DUNS Number: 092592658

**POINT OF CONTACT**

*Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.*

Contact Person Name: Tyler Salcido	Telephone Number: (760) 344-8941
------------------------------------	----------------------------------

Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA IDENTIFYING VIKEN DETECTION AS THE SOLE  
PROVIDER AND AUTHORIZING THE PURCHASE OF A HANDHELD  
BACKSCATTER DEVICE FOR THE BRAWLEY POLICE DEPARTMENT  
IN THE AMOUNT OF \$47,948.75.**

**WHEREAS,** the Brawley Police Department currently participates in the High Intensity Drug Trafficking Area (HIDTA) Domestic Highway Enforcement (DHE) Program; and

**WHEREAS,** Portable Backscatter Device (X-ray) technology is an important tool in law enforcement's tool chest which has had significant impacts in the interdiction of contraband; and

**WHEREAS,** Portable Backscatter Device technology enhances enforcement and investigative capabilities by improving efficiency and effectiveness in identifying contraband concealed within hidden compartments of vehicles; and

**WHEREAS,** Viken Detection (formerly Heuresis) is the sole source provider of handheld backscatter devices capable of being utilized in confined areas within interiors of motor vehicles that does not require the use of a separate tablet; and

**WHEREAS,** the Brawley Police Department has secured the commitment from Homeland Security Investigations (HSI) to reimburse the Brawley Police Department for all costs associated with the equipment purchased and training from Viken Detection through the Department of Justice Organized Crime Drug Enforcement Task Forces Southwest Land Transportation Strategic Initiative; and

**WHEREAS,** the initial purchase will be accomplished as a General Fund expenditure from the FY 2019/20 Police Department Budget with \$47,948.75 reimbursement by HSI.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

1. That the foregoing is true, correct and adopted.
2. That the City hereby approves the purchase of handheld backscatter device from Viken Detection for use by the Brawley Police Department and other local agencies involved in the Domestic Highway Enforcement program in the amount of \$47,948.75.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on February 18, 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 18<sup>th</sup> day of February 2020, and that it was so adopted by the following roll call vote:

**AYES:**  
**NAYES:**  
**ABSTAIN:**  
**ABSENT:**

**DATED:** February 18, 2020

Alma Benavides, City Clerk

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020  
City Manager: 

**PREPARED BY:** Robert Sawyer, Chief of Police

**PRESENTED BY:** Scott Sheppard, Interim Chief of Police

**SUBJECT:** Purchase of Eight Flock Safety License Plate Recognition (ALPR) Cameras and 24-Month Software Support for the Brawley Police Department

**CITY MANAGER RECOMMENDATION:** Approve City Council Resolution authorizing the purchase of Flock Safety License Plate Recognition cameras and software.

**DISCUSSION:** The Brawley Police Department currently participates in the Imperial County Regional Automated License Plate Recognition (ALPR) program, a county-wide program designed to increase public safety through the use of ALPR technology. The initial investment in the program was approximately one million dollars, and covered the purchase of two ALPR equipped speed/message trailers, and 47 ALPR camera systems to be deployed on patrol vehicles throughout the county. A third ALPR equipped speed/message trailer and intersection cameras have been added since the initial investment.

In calendar year 2019, Brawley Police Department command staff determined the need to place ALPR cameras in tactical locations throughout the city to assist in bringing criminal offenders to justice, and strengthening public safety. A strategic plan was developed for procurement and placement of these cameras. The plan calls for a total of 60 ALPR cameras to be placed throughout the city.

In December 2019, the Brawley Police Department purchased eight ALPR cameras through the use of State and Local Overtime Funds (SLOT) made available as part of a collaboration with Homeland Security Investigations (HSI). These eight cameras were installed within city limits in January 2020.

In 2019, funding for equipment was identified through the Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) Southwest Land Transportation Strategic Initiative. On February 5, 2020, the Brawley Police Department was notified that the request for the equipment was approved. This was a valleywide collaboration to draft a funding request in support of the Domestic Highway Enforcement Program. The submission was supported by the Imperial Valley Drug Coalition, United States Attorney's Office and the High Intensity Drug Trafficking Area (HIDTA), and consisted of equipment and overtime for each of the participating agencies. The requested purchase of eight additional Flock Safety ALPR cameras is consistent with the attached OCDETF authorization.

**FISCAL IMPACT:** General Fund (101.211.000-721.900, Small Tools and Minor Equipment) will be utilized for the purchase in the amount of \$30,000, fully reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT funds administered by Homeland Security Investigations (HSI).

The remaining balance of \$2,000 will be funded from the Federal Asset Forfeiture Fund 222-211.200-721.900.

**ATTACHMENTS:**

- 1) Flock Safety quote
- 2) OCDETF Authorized Expense Agreement
- 3) Resolution 2020-



<b>Flock Group Inc</b> <i>Dave McKeeman</i>	<b>Customer Name:</b>
By: Dave McKeeman Name: Title: Territory Sales Manager Date: 02/05/2020	By: Name: Title: _ Date:

**EXHIBIT A**

**Statement of Work**

Installation of Flock Camera(s) on existing pole or Flock-supplied pole(s) if required.

# Terms and Conditions for Flock Safety

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.2 "**Customer Data**" will mean the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Content will include the Footage.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.11 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## **2. SERVICES AND SUPPORT**

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name (“**User ID**”). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB

INTERFACE. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.

**2.4 Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or

alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock IP (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service

Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

## **2.7 Installation Services.**

*2.7.1 Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Customer, a “**Designated Location**”). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by a Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles.

*2.7.2 Customer's Installation Obligations.* Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Customer Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services

performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

*2.7.3 Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Services will not function without the Hardware.

*2.7.4 Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Services or any part thereof, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and of Services and may, from time to time, advise Customer on changes to the Services or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Subject to the terms hereof, Flock will provide Customer with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

3.1 **Customer Obligations.** Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person’s name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, Customer's Installation Obligations, or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

## **4. CONFIDENTIALITY; CUSTOMER DATA**

**4.1 Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use

(except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Customer hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Customer Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

4.3 **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and/or aggregated data based on Customer Data input into the Services (the “**Aggregated Data**”). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with

the Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

## 5. PAYMENT OF FEES

5.1 **Fees.** Customer will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Customer shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email). If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Customer acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a

finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

## 6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 **Customer Satisfaction Guarantee.** At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement,

without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.4 Effect of Termination.** Upon any termination, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units.

**6.5 Survival.** The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, and 8-9.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Flock agrees to replace cameras once at no cost to Customer in the

event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

## 9. MISCELLANEOUS

9.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

9.3 **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.5 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if

sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**9.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.

**9.7 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business and development and marketing efforts, including without limitation on Flock's website.

**9.8 Export; US Government Customers.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this

Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

[9.9 Chatham County RFP](#)

## **CUSTOMER SERVICE**

Questions concerning these Terms or other requests or questions should be directed to the contact point specified at the end of these Terms.

Flock Safety

[hello@flocksafety.com](mailto:hello@flocksafety.com)

LAW ENFORCEMENT SENSITIVE

U.S. Department of Justice  
United States Attorney  
Organized Crime Drug Enforcement Task Forces  
Southwest Region

1000 Louisiana, Suite 2300  
Houston TX 77002

Tel: 713-567-9000  
Fax: 713-718-3307

Chief Robert Sawyer  
Brawley PD  
351 Main Street  
Brawley CA 92227

**Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year FY-20**

Dear Chief Robert Sawyer:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Brawley PD under the following terms:

OCDETF Case #: SI-SW-007-15  
Operation: Southwest Land Transportation Strategic Initiative  
Dates of the Agreement: 10/01/2019 through 09/30/2020 (FY-20)  
Funding Amount (\$): \$182,500.00  
Sponsoring Federal Agency: ICE

At no time should your State or Local agency exceed the approved funding noted above.

**\*\*Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.**

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement For Fiscal Year FY-20

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

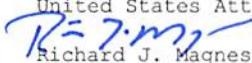
The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed \$18,649.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning 10/01/2019). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. An agency may not be reimbursed in excess of \$25,000.00 on any OCDETF investigation in a given year.

**Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.**

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Koch, Darin at 713-567-9551.

Very truly yours,

Ryan K. Patrick  
United States Attorney

  
Richard J. Magness  
OCDETF Regional Director  
Southwest Region

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
 FY 2020 Agreement  
 FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS #: 092592658  
 Federal Tax Identification #: 95-6000680

UFMS Doc#: \_\_\_\_\_  
 DC#: \_\_\_\_\_

Amount Requested  
 \$ 182,500.00

OCDETF Investigation/Strategic Initiative #:  
SI-SW-007-15

From: October 1, 2019  
 Beginning Date of Agreement  
 To: September 30, 2020  
 Ending Date of Agreement

Federal Agency Investigation #:  
 \_\_\_\_\_

Strike Force/Strategic Initiative Name and Address:  
SW Land Transportation SI

State or Local Agency Name and Address:  
Brawley Police Department  
351 Main Street  
Brawley, CA 92227

Sponsoring Federal Agency (SF only): HSI  
 Lead Investigator: Stewart Harvey  
 Telephone Number: (760) 427-2814  
 Email Address: Stewart.Harvey@ice.dhs.gov

State or Local Agency  
 Narcotics Supervisor: Chief Robert Sawyer  
 Telephone Number: (760) 351-2648  
 E-mail Address: RSawyer@brawley-ca.gov  
 Fax Number: \_\_\_\_\_

Brief explanation of services/goods provided and basis for determining costs:  
 Equipment detailed on page 6, with modifications as necessary, are for the purpose of enhancing the coordinated efforts and capabilities of the Brawley PD to combat the transportation of narcotics, bulk cash, and other illegal contraband on the highways and Interstates in southern California.  
 All equipment totals are based on vendor quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Tyler Salcido  
 Telephone Number: (760) 344-8941  
 E-mail Address: tsalcido@brawley-ca.gov

Agreement - (FY20)

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1<sup>st</sup>. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or local organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
  - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: Robert Sanger Chief 12/16/19  
*Authorized State or Local Official* *Title* *Date*

Approved By: [Signature] 12/26/19  
*Strike Force Commander (SF) / Regional Director (SI)* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office* *Date*

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office* *Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT**

**COST ESTIMATE**

Name of Strike Force/Strategic Initiative: SW Land Transport SI

OCDETF Investigation/Strategic Initiative Number: SI-SW-007-15

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	1 Vigilant Plate Reader	\$ 30,000.00
2.	1 Vigilant Plate Reader	\$ 30,000.00
3.	1 RU2 Systems Speed Trailer	\$ 30,000.00
4.	1 Canine purchase including Training/Travel	\$ 25,000.00
5.	1 Buster K-910 Density Detection Device	\$ 7,000.00
6.	1 Heuresis HBI-120 Handheld X-Ray Scanner	\$ 48,000.00
7.	1 Gas Tank Scope	\$ 10,000.00
8.	1 Stalker RLR Long Range LIDAR	\$ 2,500.00
9.		
10.		
11.		
12.		
13.	<b>Total</b>	<b>\$ 182,500.00</b>

Agreement - (FY20)

## **Addendum A**

**Exception to EFT Policy Justification:**

**Other Exceptions or Justifications:**

**Agreement - (FY20)**

**VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

Name: City of Brawley / Brawley PD
Address: 400 Main Street Brawley, CA 92227
Taxpayer ID Number: 95-6000680
DUNS Number: 092592658

**POINT OF CONTACT**

*Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.*

Contact Person Name: Tyler Salcido	Telephone Number: (760) 344-8941
------------------------------------	----------------------------------

Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA IDENTIFYING FLOCK SAFETY AS THE SOLE PROVIDER AND AUTHORIZING THE PURCHASE AND INSTALLATION OF SOLAR POWERED AUTOMATED LICENSE PLATE RECOGNITION CAMERAS FOR THE BRAWLEY POLICE DEPARTMENT IN THE AMOUNT OF \$32,000.00.**

**WHEREAS**, the Brawley Police Department currently participates in the Imperial County Regional Automated License Plate Recognition (ALPR) program; and

**WHEREAS**, ALPR technology is an important tool in law enforcement's tool chest which has had significant impacts on crime in Imperial County; and

**WHEREAS**, ALPR technology enhances enforcement and investigative capabilities by vastly improving efficiency and effectiveness in identifying vehicles of interest among the hundreds or thousands observed during routine patrol; and

**WHEREAS**, the Brawley Police Department wishes to expand on the current use of Flock Safety ALPR cameras;

**WHEREAS**, Flock Safety is the sole source provider of solar powered fixed ALPR equipment; and

**WHEREAS**, the Brawley Police Department has developed a lasting relationship with Homeland Security Investigations (HSI) by assigning detectives to their Border Enforcement Security Task Force and Internet Crimes Against Children group; and

**WHEREAS**, HSI has committed to reimbursing the Brawley Police Department for all costs associated with the equipment purchased from Flock Safety through the Department of Justice Organized Crime Drug Enforcement Task Forces Southwest Land Transportation Strategic Initiative; and

**WHEREAS**, the initial purchase will be accomplished as a General Fund expenditure from the FY 2019/20 Police Department Budget with \$30,000.00 reimbursement by HSI with the remainder covered by Federal Asset Forfeiture Funds.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

1. That the foregoing is true, correct and adopted.
2. That the City hereby approves the purchase of eight Flock Safety ALPR cameras for use by the Brawley Police Department in the amount of \$32,000.00.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on February 18, 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 18<sup>th</sup> day of February 2020, and that it was so adopted by the following roll call vote:

**AYES:**  
**NAYES:**  
**ABSTAIN:**  
**ABSENT:**

**DATED:** February 18, 2020

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

**COUNCIL AGENDA REPORT**  
City of Brawley

Meeting Date: February 18, 2020

City Manager: 

**PREPARED BY:** Robert Sawyer, Chief of Police

**PRESENTED BY:** Scott Sheppard, Interim Chief of Police

**SUBJECT:** Advanced License Plat Reader (ALPR) Ready RU2 Systems Portable Message / Speed Trailer and Vigilant Solutions ALPR Cameras

**CITY MANAGER RECOMMENDATION:** Approve City Council Resolution authorizing the purchase of the RU2 Systems message/speed trailer equipped with ALPR cameras from Vigilant Solutions.

**DISCUSSION:** The Brawley Police Department, along with other local law enforcement agencies, is actively involved in patrol duties and participates in High Intensity Drug Trafficking Areas (HIDTA) Domestic Highway Enforcement (DHE) operations in the Imperial Valley when available funding and manpower permits. Financial support of overtime for these enforcement activities is provided through a number of federal funding sources for criminal highway enforcement and interdiction efforts during increased operational periods.

In 2019, the DHE program identified a potential funding source for equipment necessary to assist with these efforts. Funding was received on February 5, 2020 from the Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF) Southwest Land Transportation Strategic Initiative. The submission was supported by the Imperial Valley Drug Coalition, United States Attorney's Office and the High Intensity Drug Trafficking Area (HIDTA), and consisted of equipment and overtime for each of the participating agencies. The requested purchase of a RU2 Systems message/speed trailer equipped with ALPR cameras from Vigilant Solutions meets the funding criteria. RU2 Systems provides the only turn – key ALPR ready message/speed sign platform. Vigilant Solutions is the current vendor for the Imperial County Regional ALPR Program and the only compatible product of this nature.

**FISCAL IMPACT:** General Fund (101.211.000-721.900, Small Tools and Minor Equipment) will be utilized for the purchase in the amount of \$52,414.32, 100% reimbursable through Organized Crime Drug Enforcement Task Forces (OCDETF) SLOT funds administered by Homeland Security Investigations (HSI).

- ATTACHMENTS:**
- 1) Vigilant Solutions ALPR quote
  - 2) RU2 Systems quote
  - 3) OCDETF Authorized Expense Agreement
  - 4) Resolution 2020-



**Quote For:**

**Brawley Police Department  
Attn: Robert Sawyer**

**Reference:**

**Trailer Upfit Kit, 5 years**

**Quote By:**

**Vigilant Solutions, LLC  
Daniel Ramsden**

**Date: 02-07-20**

**Be Smart. Be Safe. Be Vigilant.**

		<b>Vigilant Solutions, LLC</b> 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113		<b>Be smart. Be safe.  Be Vigilant.</b>	
Issued To:	Brawley Police Department - Attention: Robert Sawyer			Date:	02-07-20
Project Name:	Trailer Upfit Kit, 5 years			Quote ID:	DAR-1288-01

## **PROJECT QUOTATION**

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-TRL-UPFIT-2-RHD	<b>ReaperHD 2-Camera LPR Trailer Upfit Kit</b> <ul style="list-style-type: none"> <li>• LPR Upfit kit for conversion of a standard VMS, speed or other similar trailer to include LPR <ul style="list-style-type: none"> <li>◦ (1) 16mm ReaperHD Camera and (1) 25mm ReaperHD Camera</li> <li>◦ LPR Processing Unit</li> <li>◦ Touchscreen Monitor</li> <li>◦ GPS/4G antenna</li> <li>◦ Cabling required for standard installations</li> </ul> </li> <li>• Trailer must include the following: <ul style="list-style-type: none"> <li>◦ 12V power system</li> <li>◦ Internal mounting space for LPR processing unit and monitor</li> <li>◦ Suitable mounting location for LPR cameras</li> </ul> </li> </ul>
(5)	VSBSVC-04	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>◦ Includes access to all LEARN or Client Portal and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for over 60 total camera units</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
(1)	CDMS24HWW	<b>2-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5</b> <ul style="list-style-type: none"> <li>• Full mobile LPR hardware component replacement warranty</li> <li>• Applies to 2-Camera hardware system kit</li> <li>• Valid for 4 years from standard warranty expiration</li> </ul>
(1)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>

(1)	VS-TRVL-01	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>
(1)	Sales Tax	<b>7.75% sales tax on hardware</b>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$25,628.75</b>

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.

**Quoted by: Daniel Ramsden - 925-398-2079 - [daniel.ramsden@vigilantsolutions.com](mailto:daniel.ramsden@vigilantsolutions.com)**

<b>Total Price</b> (Excluding sales tax)	<b>\$25,628.75</b>
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# RU2 Systems, Inc.

**The Leader in Speed Display Technology**

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

**Proposal For:**

Brawley Police Dept.  
 Chief Robert Sawyer  
 351 Main Street  
 Brawley, CA 92227  
 USA



Quote #	RU2Q17252-01
Issue Date:	02/14/20
Quote Expires:	04/14/20
Fax:	
Pages:	6
Phone:	760-344-2111 Ext:
Email:	rsawyer@brawley-ca.gov

Line	Qty	Description	Unit Price	Ext. Price
1	1	RU2 Fast-3450 VMS Radar Speed Display Trailer	\$17,995.00	\$17,995.00

The RU2 Fast-3450 Series Speed Display Trailer has a full graphic, medium density, 40"H x 50"W active area LED array capable for 1 to 4 lines of text, full graphic characters and complex animation. The VMS display sign folds down creating a lower trailer profile for easy transport and storage. Standard features include high speed blanking, flashing digit violator alert and traffic management arrows, and customization software for both text and animation.

Optional features include solar power assist, digital video photo enforcement system and, our RU2 Systems Data Acquisition Package, which records the time, date and speed of oncoming vehicles without the use of cumbersome pneumatic tubes placed across the street!

**STANDARD FEATURES:**

- Single directional K-band radar unit
- One to Four lines of text; 2 @ 19", 3 @ 13", 4 @ 9"
- Up to 40" Amber AllnGaP LED display characters
- Four custom speed triggered message mode
- Display protected by 3/16" GE Lexan® with a smoked, non-glare finish
- Automatic intensity adjustment to ambient light conditions
- Keyed On/Off switch
- Four (4) AGM aviation grade batteries (360 A/Hrs total)
- Single cycle 24 hour ON/OFF clock
- Side by Side "SPEED LIMIT" / "YOUR SPEED" display
- Flashing Digit Violator Alert
- Included Traffic Arrow Patterns:
  - Sequential left or right chevron arrows
  - Sequential left or right stem arrows
  - Sequential left or right walking arrows,
  - Flashing left or right arrows,
  - Flashing double arrows, & more.
- Minimum Display Speed / High Speed Cut-off
- 4 point speed triggered custom message mode
- "Presence Only" VMS mode for power conservation
- Unit defaults to last settings upon power up

Line	Qty	Description	Unit Price	Ext. Price
		<p>CONSTRUCTION:</p> <ul style="list-style-type: none"> <li>• 2" dia. tubular steel space-frame chassis</li> <li>• Polyester powder coat finish over high zinc epoxy primer</li> <li>• (2) Extendable outrigger stabilizers with a swing down swivel tongue jack</li> <li>• 4.80 x 13 ST tires on 5 lug automotive type hubs</li> <li>• 2" Class II ball coupler</li> <li>• Full 7" wide, 14 gauge steel fenders</li> </ul>		
2	1	<p>ALPR Enclosure Modification: Includes Powder coated steel enclosure, single or dual cameras, fore and aft hinged doors with locks, heavy duty flexible 1" conduit from enclosure to main battery containment. Vault is 14" H x 15.5" W x 13" D, outer dims. * Includes integration of 3rd party ALPR systems i.e. ELSAG, Vigilant, PIPS, NDIRS, Genentec, etc. Product drop-shipped to your client ready for commissioning.</p>	\$1,295.00	\$1,295.00
3	1	<p>Battery capacity upgrade: Replace the stock 4 x 90 A/hr. AGM batteries and 4 bank, 40 Amp charger with 4 x 150 A/Hr. AGM batteries and a 4 bank, 60 Amp charger. A 66% increase in battery capacity, adds about 125# to curb weight.</p>	\$729.00	\$729.00
4	1	<p>Solar Power: 295 Watt panel for Fast-3XXX Series</p>	\$1,995.00	\$1,995.00
5	1	<p>Add (2) extendable outrigger style bull-dog jacks at the front for extra stability.</p>	\$395.00	\$395.00
6	1	<p>Data Acquisition Package: This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.</p> <p>Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.</p> <p>Included Reporting Capability:</p> <ol style="list-style-type: none"> <li>a) Survey Summary <ol style="list-style-type: none"> <li>a. Variable Display Scheme</li> <li>b. Total Surveyed</li> <li>c. Incremental Speed Grid (Speed, Volume, % of Survey)</li> <li>d. Speed Statistics Summary <ol style="list-style-type: none"> <li>i. Posted Limit</li> <li>ii. At/Under Limit Qty. / %</li> <li>iii. Over Limit Qty. / %</li> </ol> </li> </ol> </li> </ol>	\$395.00	\$395.00

Line	Qty	Description	Unit Price	Ext. Price
		<ul style="list-style-type: none"> <li>iv. Average Speed</li> <li>v. 85th Percentile</li> <li>vi. Maximum Speed</li> </ul>		
		<ul style="list-style-type: none"> <li>e. 10 MPH Pace <ul style="list-style-type: none"> <li>i. Pace Range</li> <li>ii. Number in Pace</li> <li>iii. % in Pace</li> </ul> </li> <li>f. Number Exceeding Limit (+10, +20, +30..., Number &amp; %)</li> </ul>		
		b) Vehicle Speeds Graph		
		c) Daily Volume/Time Graph		
		d) 85th Percentile Graph		
		e) 15 Minute Breakdown <ul style="list-style-type: none"> <li>a. AM/PM Analysis <ul style="list-style-type: none"> <li>i. Total</li> <li>ii. Peak Hour</li> <li>iii. Peak Flow</li> <li>iv. Peak % of AM</li> <li>v. Peak % to 24 Hr</li> </ul> </li> </ul>		
		f) Weekly Summary - 4 Week Limit		
		g) Time vs. Speed <ul style="list-style-type: none"> <li>a. Hourly numeric breakdown</li> </ul>		
		h) Comparative Survey Analysis <ul style="list-style-type: none"> <li>a. Virtual Week</li> <li>b. Dynamic/Survey Week</li> <li>c. Comparative Surveys</li> <li>d. Selective Time View (Time Slice)</li> </ul>		
		i) Estimated Revenue Calculator <ul style="list-style-type: none"> <li>a. Client defined fine schedule x Efficiency over Survey Results</li> </ul>		

7	1	GPS Asset Tracking System:	\$595.00	\$595.00
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Theft is a huge problem! Commercial vehicles and equipment of every type are at risk for theft, including heavy construction equipment, tractor trailers, generators, trucks, vans, fleets of taxis, and rental vehicles. A 2005 Equipment Theft Survey done by Equipment Today magazine shows almost 72% of respondents have experienced equipment theft. When your equipment or vehicles are stolen, it stops your business and you lose time and money.

Industry leading GPS products allow users to effortlessly and in real-time locate their vehicle across our North American data network. Our industry defining equipment and world class infrastructure along with award winning customer service gives you the reliability you deserve while providing a leading-edge GPS tracking solution that is easy to use and affordable to own.

#### ALARM

Connect GPS device to aftermarket alarm and when door switch or siren is activated, the GPS will send an email and/or text alert.

#### AUTO-REPORT

System performs a daily locate on your vehicle. Once a month, this activity is recorded in your account history.

#### GEO-FENCE IN/OUT

An incoming GEO-Fence allows you to create a radius around an address. When vehicle enters or exits this radius, GPS will send an alert.

Line	Qty	Description	Unit Price	Ext. Price
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**GET DRIVING DIRECTIONS**

Whenever you view a map on your system, scroll to the bottom of the page to get driving directions from one address to another.

**LOCATE**

One click on the locate command and the system will find your vehicle, typically in about 20 seconds, it's location indicated by a colored dot.

**HISTORY**

The history section records account activity in a 1 or 2 line entry. You can click "MAP IT" to view the location of the event.

**LOW INTERNAL BATTERY**

When the vehicle battery and/or the GPS is disconnected, the internal battery in the GPS takes over. When battery is low, GPS will send an alert.

**LOW VOLTAGE**

When vehicle battery drops below a certain level, an alert is sent.

**MAXSPEED**

When MaxSpeed is programmed, you'll receive an alert when the vehicle exceeds that speed.

**MOTION**

When your vehicle is moved, the system detects the motion and sends an alert.

**POWER DISCONNECT**

This feature sends an alert when the GPS device or the vehicle battery is disconnected.

**POWER RECONNECT**

This feature sends an alert when the GPS device or the vehicle battery is reconnected.

**SLEEP MODE**

The GPS device will go to "sleep" after 15 minutes of inactivity to preserve the vehicle battery. To wake it up, move the vehicle.

**VEHICLE INFORMATION**

Important details of your vehicle are entered on this page for quick reference in the event vehicle is stolen.

\*\* GPS manufacturer and features may vary.

\*\* A One Year service subscription is included with unit. After the first (12) months, additional service may be purchased directly from the GPS provider, and estimated \$135-150 per year cost.

Line	Qty	Description	Unit Price	Ext. Price
8	1	<p>Cellular Data Transmission;</p> <p>Cellular modem for remote download of accumulated data and real time observation of current data stream from radar as displayed. Requires client to acquire and maintain cellular data services from local cellular provider.</p> <p>When added to a Fast-3XXX series trailer also allows user defined messages to be uploaded to the VMS sign from your remote location. Includes and replaces standard data collection package.</p> <p>Quad-band GPRS Class 10 performance with RS232 serial interface.</p> <p>The cellular modem is a ready-to-deploy, standalone modems that provide wireless data communication and integrate seamlessly with virtually any application. This cellular modem is based on industry-standard open interface and utilizes a Universal Socket design. The cell modem is designed with a quad-band GSM/GPRS network and a RS232 interface.</p> <p>The wireless modem offers standards-based quad-band GPRS Class 10 performance. It allows users to connect to the Internet and send and receive data faster than possible with an ordinary GSM/GPRS network. Based on industry-standard open interfaces, the wireless modem is equipped with quad-band, high-speed RS232 technology, which means it can be used worldwide on all existing GSM networks.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>Ruggedized Aluminum Enclosure</li> <li>Compatible with Any Terminus Plug-In Module</li> <li>Wired Ethernet</li> <li>USB Host Port</li> <li>ARM-9 Processor Capable of Running Embedded Linux OS</li> <li>GSM, CDMA, UMTS</li> <li>128 MB of Flash</li> <li>64 MB of SDRAM</li> <li>Externally Exposed RS-232 and RS-485 Ports</li> <li>6 Exposed GPIOs</li> <li>Embedded GPS</li> <li>Dimensions: 3.15" x 4.27" x 1.18"</li> </ul> <p>Specifications:</p> <ul style="list-style-type: none"> <li>Features MTCBA-G2/-U</li> <li>Performance GPRS; Class 10</li> <li>Band, Frequency Quad-band, GSM/GPRS, 850/900/1800/1900 MHz,</li> <li>Packet Data Up to 85.6K bps, coding schemes CS1 to CS4</li> <li>Circuit-Switched Data GPRS up to 14.4K bps transparent and non-transparent</li> <li>Short Message Services- SMS Text &amp; PDU, Point-to-Point (MO/MT), cell broadcast</li> <li>Antenna Connector RF Antenna: 50 ohm SMA (female connector)</li> <li>SIM Connector Standard 1.8 &amp; 3V SIM receptacle</li> <li>RS232 Connector DE9 only on serial versions</li> <li>USB Connector*** Type B only on USB versions</li> <li>Power Connector 2.5mm miniature (screw-on) Serial only</li> <li>Voltage 9V to 32 VDC Serial only, 5.0V USB input voltage supplied by USB connector</li> </ul> <p>Physical Description 4.114" W x 1.065"H x 2.350"D</p>	\$695.00	\$695.00

Line	Qty	Description	Unit Price	Ext. Price
		Operating Temperature ** -30° to +70° C UL listed @ 40° Storage Temp -40° to +85° C Humidity Relative humidity 20% to 90% noncondensing		
9	1	Crating: Fast-33XX VMS	\$195.00	\$195.00

Please note trailers ships on a pallet via LTL Truck and require a fork lift or loading dock at the delivery location as this trailer is too large for lift gate service.

LTL shipping price below does not include any special or extra delivery services, i.e. call notification, or limited access delivery. If additional delivery services are needed, please request an update shipping quote.

SubTotal	\$24,289.00
Shipping	\$570.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$24,859.00</b>

WARRANTY: RU2 warrants their LED Displays for Five (5) Years excepting batteries (2 yr.). The radar device is warranted for Five (5) years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

- A. Shipping, crating and applicable sales tax are not included in the above pricing unless specifically listed.
- B. Shipping quotes do not include liftgate or any additional services that may be required at destination.
- C. Sign to be shipped approx. 30 days after receipt of purchase order.
- D. Prepaid or Terms: 2% 10, Net 30 on approved credit



Sustaining  
Member



[www.ru2systems.com](http://www.ru2systems.com)

FEIN: 80-0017092

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,  
CALIFORNIA AUTHORIZING THE PURCHASE OF ONE  
ALPR READY RU2 SYSTEMS MESSAGE/SPEED TRAILER AND  
VIGILANT SOLUTIONS AUTOMATED LICENSE PLATE RECOGNITION  
CAMERAS FOR THE BRAWLEY POLICE DEPARTMENT IN THE AMOUNT  
OF \$52,414.32.**

**WHEREAS**, the Brawley Police Department currently participates in the Imperial County Regional Automated License Plate Recognition (ALPR) program; and

**WHEREAS**, ALPR technology is an important tool in law enforcement's tool chest which has had significant impacts on crime in Imperial County; and

**WHEREAS**, ALPR technology enhances enforcement and investigative capabilities by vastly improving efficiency and effectiveness in identifying vehicles of interest among the hundreds or thousands observed during routine patrol; and

**WHEREAS**, the Brawley Police Department wishes to expand on the current use of ALPR cameras;

**WHEREAS**, Vigilant Solutions is the current vendor for all ALPR equipment related to the Imperial County Regional ALPR Program; and

**WHEREAS**, the Brawley Police Department wishes to purchase a mobile speed trailer capable of alerting the motoring public when they exceed the posted speed limit; and

**WHEREAS**, the Brawley Police department is seeking a speed trailer with messaging capabilities to communicate with the motoring public that will also serve as a platform to mount and deploy ALPR cameras; and

**WHEREAS**, RU2 Systems is the only manufacture to offer an ALPR ready trailer and has a cooperative working agreement with Vigilant Solutions; and

**WHEREAS**, the Brawley Police Department has developed a lasting relationship with Homeland Security Investigations (HSI) by assigning detectives to their Border Enforcement Security Task Force and Internet Crimes Against Children group; and

**WHEREAS**, HSI has committed to reimbursing the Brawley Police Department for all costs associated with the equipment purchased from Flock Safety through the Department of Justice Organized Crime Drug Enforcement Task Forces Southwest Land Transportation Strategic Initiative; and

**WHEREAS**, the initial purchase will be accomplished as a General Fund expenditure from the FY 2019/20 Police Department Budget with full reimbursement by HSI in the amount of \$52,414.32.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

1. That the foregoing is true, correct and adopted.

2. That the City hereby approves the purchase of an RU2 Systems Fast 3450 speed/message trailer and Vigilant Solutions ALPR cameras to be installed on said trailer for use by the Brawley Police Department in the amount of \$52,414.32.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Brawley City Council held on February 18, 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 18<sup>th</sup> day of February 2020, and that it was so adopted by the following roll call vote:

**AYES:**  
**NAYES:**  
**ABSTAIN:**  
**ABSENT:**

**DATED:** February 18, 2020

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



## **Proposed Public Meeting Schedule** **2020/2021 Budget Process**

February 4, 2020, Regular Meeting	Mid Year 2019/2020 Budget Review 6PM at City Council Chambers 383 Main Street
March ____, 2020, _____ Meeting	Strategic Planning Session <hr/> <b>Time and Location</b>
April ____, 2020, _____ Meeting	General Fund Workshop No. 1 <hr/> <b>Time and Location</b>
May ____, 2020, _____ Meeting	Enterprise and Special Funds Workshop No. 2 <hr/> <b>Time and Location</b>
June 16, 2020, Regular Meeting	Overall Budget Adoption 6PM at City Council Chambers 383 Main Street

**For additional information, please contact the Office of the City Clerk at 760.351.3080.**



# RECORD OF BUILDING PERMITS

## January 2020

Prepared by: Oscar Escalante, Interim Building Official

2/11/2020

DATE ISSUED	PERMIT NUMBER	PERMIT DESCRIPTION	ASSESSOR PARCEL NUMBER	ADDRESS	OWNER	ISSUED TO	COST OF IMPROVEMENTS
01/02/20	28550	Solar Panel	047-240-069-000	1522 "A" Street	Manuel Lopez	Highlands Energy	N/A
01/03/20	28551	Electrical	049-162-001	620 South Cesar Chavez	Saint Margaret Mary Church	Stills Electric	N/A
01/03/20	28552	Right of Way	047-162-040	641 N. Palm Dr./Adler St.	City of Brawley	So Cal Gas	N/A
01/03/20	28553	Right of Way	049-042-320	932 "G" Street	City of Brawley	So Cal Gas	N/A
01/03/20	28554	Right of Way	N/A	1538 "B" Street	City of Brawley	So Cal Gas	N/A
01/03/20	28555	Right of Way	047-271-013	701 "C" Street	City of Brawley	So Cal Gas	N/A
01/03/20	28556	Patio	048-333-007	875 Ronald Street	Cheryl Foster	Top Builders Construction	\$12,000.00
01/03/20	28557	Electrical	047-430-035	1541 "A" Street	Rajwant Klouria	Loose Wire Electric & Air	N/A
01/06/20	28558	Plumbing	046-214-011	320 "E" Street	Donald M. Ehman	NS Construction, Inc.	N/A
01/06/20	28559	New House	049-150-046	988 "J" Street	Fernando Jimenez	R. Garcia Construction, Inc.	\$125,000.00
01/06/20	28560	New House	046-181-004	226 "B" Street	R. Garcia Construction, Inc.	Owner	\$125,000.00
01/06/20	28561	Plumbing	046-242-003	368 West Adler Street	Mauricio Velasquez	Campeinos Unidos, Inc.	N/A
01/07/20	28562	Reroof	048-176-004	680 Sycamore Drive	Barbara Pricola	Barajas Roofing	\$10,700.00
01/07/20	28563	House Remodel	047-292-025	1030 "C" Street	Julia Fernandez	Owner	\$8,000.00
01/07/20	28564	Reroof	048-102-005	244 "H" Street	Jose Ponce	Owner	\$2,000.00
01/08/20	28565	Patio	048-074-010	350 Sycamore Drive	Steven Emanuelli	Wasser Custom Builders, Inc.	\$25,000.00
01/08/19	28566	Demo Houses	049-112-006	1048 "I" Street	R. Garcia Construction, Inc.	Owner	N/A
01/08/20	28567	New House	047-162-004	641 North Palm Drive	Martin Valdez	R. Garcia Construction, Inc.	\$125,000.00
01/08/20	28568	House Remodel	048-260-028	737 South Brawley Avenue	Robin Lemaster	Dan Boyer Construction	\$11,000.00
01/08/20	28569	House Remodel	046-301-014	383 West Duarte Street	Robert Mills	Dan Boyer Construction	\$13,000.00
01/08/20	28570	Inspection Fee Only	048-051-002	172 West Main Street	Hoffman Enterprises, Inc.	Owner	N/A
01/10/20	28571	Electrical	047-351-004	899 Main Street	Harold Wormington Jr.	Stills Electric	N/A
01/10/20	28572	Patio	048-402-022	913 South 2nd Street	Hilarie Roark	Owner	\$13,800.00
01/10/20	28573	Carport	049-140-016	496 South 8th Street	Kenneth and Janet Stills	Owner	\$9,500.00
01/13/20	28574	Electrical	048-191-003	151 West "K" Street	Hugrstone Foster	Red One Electric	N/A
01/13/20	28575	Inspection Fee Only	046-192-031	251 West Main Street, #C	Huot Sim	Owner	N/A
01/14/20	28576	Reroof	048-122-019	590 Russell Road	Barbara Cox	Brothers Roofing Co.	\$35,000.00
01/14/20	28577	Reroof	048-044-004	251 South Western Avenue	Rafael Rojas	Brothers Roofing Co.	\$5,400.00
01/15/20	28578	Electrical	048-340-003	876 Rodeo Drive	Jason Taylor	Stills Electric	N/A
01/15/20	28579	House Remodel	048-161-018	359 "J" Street	Mary Floyd	NS Construction, Inc.	\$20,000.00
01/16/20	28580	Mechanical	047-371-008	1230 "D" Street	Isabel Jimenez	Arctic Air Conditioning	N/A
01/16/20	28581	Mechanical	049-114-021	1101 "J" Street	Victor Sandoval	Arctic Air Conditioning	N/A
01/17/20	28582	Reroof	047-364-016	1133 Main Street	Tony Mata	Barajas Roofing	\$5,100.00

