



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
January 20, 2026 at 5:30 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

This meeting will be broadcast live at https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

JJ Galvan, Mayor

Timothy Kelley, Mayor Pro-Tempore

John Grass, Council Member

Perry Monita, Council Member

Gil Rebollar, Council Member

Ana Gutierrez, City Clerk

William S. Smerdon, Acting City Treasurer

William S. Smerdon, City Attorney

Rebecca Terrazas-Baxter, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

1. APPROVAL OF AGENDA

2. CLOSED SESSION

CLOSED SESSION PUBLIC COMMENTS: This is the time for the public to address the City Council on any item appearing on the Closed Session agenda for this meeting.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Two Cases)

RECONVENE OPEN SESSION – 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

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

Any member of the public is invited to submit public comments in advance of the meeting to be read at the meeting. Please email your questions to valerie.soncioletti@brawley-ca.gov or call 760-351-3048 any time before 2:30 PM, - January 20, 2026.

- a. Public Comments for Items not on the Agenda

4. CONSENT AGENDA

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

- a. Approve City Council Meeting Minutes: January 6, 2026
(1 attachment)
- b. Approve Accounts Payable: December 13, 2025 to January 2, 2026.
(3 attachments)
- c. Authorization for the Imperial County Air Pollution Control District to Install and Maintain Air Quality Monitoring Equipment at Volunteer Park.
(3 attachments)

- d. Amendment to the 2026 Calendar – June Meeting Dates (2 attachments)
- e. Approve Contract with Interwest Consulting Group Inc. for On-call Plan Review Services (2 attachments)

5. REGULAR BUSINESS

- a. Potential Action to Authorize a Reimbursement Agreement Between The Dunes Development and the City of Brawley for Right-of-Way Improvements. Presented by Cristhian Barajas, Development Services Director. (5 attachments)
- b. Potential Action to Waive Fee for Conditional Use Permit (CUP) 25-01. Presented by Cristhian Barajas, Development Services Director. (4 attachments)
- c. Presentation and Discussion Regarding City Staff's Efforts to Procure an Integrated Permitting, Inspection, and Business License Software Platform. Presented by Cristhian Barajas, Development Services Director. (6 attachments)
- d. Receive and File Fiscal Year 2025/26 General Fund Q1 Budget Report and Potential Action to Approve the Recommended Budget Adjustments. Presented by Silvia Luna, Finance Director. (2 attachments)

6. CITY MANAGER REPORT

7. CITY COUNCIL MEMBER REPORTS

8. CITY ATTORNEY REPORT

9. INFORMATIONAL REPORT

ADJOURNMENT: *Regular Meeting February 3, 2026 @ 5:30 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 @ 760-351-3048.

***Ana Gutierrez*, City Clerk**

4a

CITY OF BRAWLEY
CITY COUNCIL MEETING MINUTES
January 6, 2026

The City Council of the City of Brawley, California, met in a regular meeting at 5:30 p.m. at the City Council Chambers. The date, time, and place of said meeting were duly established. The City Clerk attests to the posting of the agenda in accordance with Cal. Govt. Code § 54954.2.

REGULAR MEETING:

Mayor Galvan called the meeting to order at 5:30 p.m.

PRESENT: Rebollar, Monita, Kelley, Galvan

PRESENT VIA ZOOM: None

ABSENT: Grass

INVOCATION: CM Rebollar

PLEDGE OF ALLEGIANCE: CM Monita

1. APPROVAL OF AGENDA

Approved m/s/c Monita/Rebollar/4-0

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.

Any member of the public is invited to submit written comments in advance of the meeting, which will be read aloud during the meeting. Please email your questions to valerie.soncio@brawley-ca.gov or call 760-351-3048 any time before 2:30 p.m. on January 6, 2025.

- a. Public Comments for items not on the Agenda. **None**
- b. Presentation of Proclamation in recognition of William Krug. Presented by Mayor JJ Galvan

Comments may be heard here:

https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

- c. Presentation of Proclamation in recognition of the Elks Lodge's 100 Year Anniversary. Presented by Mayor JJ Galvan

Comments may be heard here:

https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

3. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Two Cases)

Information provided, no action taken.

4. **CONSENT AGENDA**

Approved: m/s/c Rebollar/Monita/4-0

- a. **Approved** City Council Meeting Minutes:
 - December 16, 2025
- b. **Approved** Accounts Payable: November 29, 2025, to December 12, 2025.
- c. **Approved** Contract with Brycer for Use of The Compliance Engine.
- d. **Approved** Budget Adjustment and Sponsorship Donation for IVC Women in Law Enforcement Seminar.

Comments may be heard here:

https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

5. **REGULAR BUSINESS**

- a. Presentation and Discussion of Infrastructure Finance District Tools. Presented by Dan Massiello.
Informational, no action taken.
Comments may be heard here:
https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1
- b. Potential Action to Adopt the proposed revision to the Mayor's Message provided prior to Public Comments at City Council Meetings to include a prohibition on profanity. Presented by Rebecca Terrazas-Baxter, City Manager
Item was tabled.
Comments may be heard here:
https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1
- c. Potential Action to Review and Approve the Fiscal Year 2026-27 Operating and Capital Improvement Program Budget Timeline. Presented by Silvia Luna, Finance Director.
m/s/c Kelley/Rebollar/4-0
Comments may be heard here:
https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

6. **CITY MANAGER REPORT**

Comments may be heard here:

https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

7. **CITY COUNCIL MEMBER REPORTS**

Comments may be heard here:

https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

8. **CITY ATTORNEY REPORT**

Comments may be heard here:

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The meeting was adjourned at 7:33 p.m.

City of Brawley



City Council

Jan 20, 2026

Agenda Item No. 4b

STAFF REPORT

To: City Council
From: Marcela Tapia, Assistant Finance Director
Prepared by: Jesse Sanchez, Sr. Accounting Assistant
Subject: Demand check registers processed from December 13, 2025 to January 2, 2026

RECOMMENDATION:

Approve demand check registers processed from December 13, 2025 to January 2, 2026.

BACKGROUND INFORMATION:

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

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	399	151	0.00	1,430,270.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	29	29	0.00	129,339.11
EFT's	23	16	0.00	355,941.01
	451	202	0.00	1,915,551.09

Utility refunds included the following:

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	2	100.10
		Refund Total:	100.10
		Total for Period:	2
			100.10

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Check Report by Check Number
2. Monthly Transaction Report for Utility Refunds

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

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Status – Date of Status

Rebecca Terrazas-Baxter, City Manager

Approved – 01/08/2026

Silvia Luna, Finance Director

Approved – 01/07/2026



City of Brawley

4b.1

Check Report
By Check Number
Date Range: 12/13/2025 - 01/02/2026

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount	Number
					Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account							
02261 0000556	21 Clets LLC Invoice	12/17/2025	12/18/2025 Contract amount 1 Student/11/5/25 CTO/...	EFT	0.00	125.00	1180
02242 2153 2168	Andrade Acquisitions Invoice Invoice	12/18/2025 12/18/2025	12/18/2025 Library Bookcase and Shelving Addition Library Bookcase and Shelving Addition	EFT	0.00	42,963.76	1181
02405 001633 001634 001637	Brawley Analytical Inc. Invoice Invoice Invoice	12/15/2025 12/15/2025 12/15/2025	12/18/2025 Water Testing/Labs 11/19/25 Water Testing Labs 12/2/25 Water Testing/Labs 11/19/25 & 12/3/25	EFT	0.00	3,409.00	1182
00248 BPI567127	Brenntag Pacific, Inc. Invoice	12/17/2025	12/18/2025 CHEMICAL DELIVERIES	EFT	0.00	3,948.50	1183
00478 BE006743953	Delta Dental Invoice	12/17/2025	12/18/2025 October 2025 Dental Insurance	EFT	0.00	9,305.37	1184
00575 FBN5496128	Enterprise FM Trust Invoice	12/15/2025	12/18/2025 R & M Cost/Unit Lease/Maint Fees/Dec 20...	EFT	0.00	49,088.96	1185
02754 7529	ReNewell Fleet Service, LLC Invoice	12/17/2025	12/18/2025 Power Inlet/Auto Eject	EFT	0.00	845.59	1186
02405 001654 001655 001665	Brawley Analytical Inc. Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025	12/23/2025 Water Testing/Labs 12/9/25 Water Testing/Labs 11/25/25, 12/3/25 & ... Water Testing/Labs 12/2/25	EFT	0.00	2,647.00	1187
00248 BPI568443	Brenntag Pacific, Inc. Invoice	12/22/2025	12/23/2025 CHEMICAL DELIVERIES	EFT	0.00	3,929.20	1188
02424 1-25056	California Commercial Pools Inc. Invoice	12/22/2025	12/23/2025 Lions Center Pool Rehabilitation Project	EFT	0.00	226,256.75	1189
02362 1386	Garage Door Repairs Gallo Inc Invoice	12/19/2025	12/23/2025 Fence Relocation for Sidewalk Project	EFT	0.00	3,000.00	1190
02405 001674 001679 001685	Brawley Analytical Inc. Invoice Invoice Invoice	12/30/2025 12/30/2025 12/30/2025	01/02/2026 Water Testing/Labs 12/16/25 Water Testing/Labs 12/17/25 Water Testing/Labs 12/17/25	EFT	0.00	3,014.50	1191
00248 BPI569737	Brenntag Pacific, Inc. Invoice	12/30/2025	01/02/2026 CHEMICAL DELIVERIES	EFT	0.00	2,811.18	1192
02812 5501	IV Welding & Mechanical Inc Invoice	12/30/2025	01/02/2026 Crane Service/11/24/25	EFT	0.00	740.00	1193
01235 INV06-022194	MuniServices LLC Invoice	12/30/2025	01/02/2026 UUT Compliance and Oversight	EFT	0.00	3,750.00	1194
00145 5220614592	Vestis Group, Inc. Invoice	12/30/2025	01/02/2026 Mat/Dust Mop	EFT	0.00	106.20	1195
01641 SW-0323209	SWRCB Fees Invoice	12/15/2025	12/15/2025 SWRCB Annual Permit Fee/7/1/25 - 6/30/...	Regular	0.00	18,196.00	307999
					0.00	18,196.00	

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount		Payment Amount	Number
					Discount Amount	Payable Amount		
00002 WO-49085-1	360 Business Products Invoice	12/15/2025	12/18/2025 Calendars/Planners/Copy Paper	Regular	0.00	402.52	308002	
WO-49123-1	Invoice	12/15/2025	Calendars/Planners/Copy Paper		0.00	256.38		
WO-49136-1	Invoice	12/15/2025	Calendars & Planners		0.00	70.86		
						75.28		
00028 09519	AE Consulting, Inc. Invoice	12/17/2025	12/18/2025 Design engineering services for Runway 8/...	Regular	0.00	17,824.00	308003	
00075 0467-001765446	Allied Waste Services #467 Invoice	12/17/2025	12/18/2025 Street Sweeping Services/November 2025	Regular	0.00	22,461.28	308004	
00084 LYUM1927444	Alesco American Linen Div Steiner Corp Invoice	12/17/2025	12/18/2025 Cleaning Service/Supplies/PD	Regular	0.00	184.03	308005	
00108 11-25Reimburse	Ana Gutierrez Invoice	12/17/2025	12/18/2025 CMCA/Series 100/A.Gutierrez/Invoice200...	Regular	0.00	500.00	308006	
02844 12-25Refund	Angel Rodriguez Invoice	12/17/2025	12/18/2025 Facility Requested/Private Party/12/6/25	Regular	0.00	100.00	308007	
00184 CL50266-2441 CL50267-2441	Babcock Laboratories Inc Invoice	12/15/2025	12/18/2025 Water Testing/Labs	Regular	0.00	615.53	308008	
		12/15/2025	Water Testing/Labs		0.00	556.10		
					0.00	59.43		
00208 1043678 1043679 1046171 1046172 1048554	Best Best & Krieger LLP Invoice	12/17/2025	12/18/2025 FY25-26 Legal Services as needed (BB&K)	Regular	0.00	8,821.54	308009	
		12/17/2025	FY25-26 Legal Services as needed (BB&K)		0.00	3,627.00		
					0.00	1,304.54		
					0.00	2,288.00		
					0.00	755.00		
					0.00	847.00		
00223 A220988	Border Tactical Invoice	12/17/2025	12/18/2025 Qualification Renewal/Duran#900	Regular	0.00	25.00	308010	
00228 B64724/2	Brawley Ace Hardware Invoice	12/17/2025	12/18/2025 Picture Hang Strip	Regular	0.00	7.17	308011	
00240 INV0007367 INV0007385	Brawley Public Safety Employee Invoice	12/12/2025	12/18/2025 Union Dues	Regular	0.00	1,800.00	308012	
		12/12/2025	Union Dues		0.00	50.00		
00261 355681	Burke Williams & Sorensen LLP Invoice	12/17/2025	12/18/2025 Prof. Svcs./10/31/25/Labor & Employment	Regular	0.00	3,657.50	308013	
00403 14422	California Police Chiefs Association Invoice	12/17/2025	12/18/2025 PEADA/Event Registration/J.Blackstone	Regular	0.00	200.00	308014	
00287 INV0007355 INV0007377	California State Disbursement Invoice	12/12/2025	12/18/2025 Child Support Deductions	Regular	0.00	2,008.59	308015	
		12/12/2025	Child Support Deductions		0.00	1,571.06		
					0.00	437.53		
00299 42139555	Canon Financial Services Inc Invoice	12/15/2025	12/18/2025 Main Overage Oct/Contract Charge Nov/...	Regular	0.00	536.19	308016	
					0.00	536.19		
00300 4041023440 4041023441	Canon Solutions America Invoice	12/17/2025	12/18/2025 Maintenance Equipment/Nov 2025	Regular	0.00	258.64	308017	
		12/17/2025	Maintenance Equipment Usage/Dec 2025		0.00	11.21		
					0.00	247.43		
02845 12-25Refund	Comite de Accion del Valle Invoice	12/17/2025	12/18/2025 Facility Requested/Event Trabajadores C...	Regular	0.00	55.00	308018	
					0.00	55.00		
00392 Y222150 Y233301 Y236533	Core & Main LP Invoice	12/17/2025	12/18/2025 Boltkit/Gasket/Hydrant Head	Regular	0.00	4,978.91	308019	
		12/17/2025	Bolt & Nut Kit/Hydrant Riser		0.00	4,094.14		
					0.00	264.88		
					0.00	619.89		

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
			Payable Description				
00399 2526-001	County of Imperial Invoice	12/17/2025	12/18/2025	Regular	0.00	4,500.00	308020
			Reverse 911 Cost Sharing Plan FY 2025-26		0.00	4,500.00	
00523 11700 11701	Driscolls Invoice	12/15/2025	12/18/2025	Regular	0.00	188.00	308021
		12/15/2025	Jersey Polos		0.00	94.00	
			Long Sleeve Shirts		0.00	94.00	
00629 9-092-05500	Federal Express Corp Invoice	12/17/2025	12/18/2025	Regular	0.00	13.67	308022
			Postage/PD		0.00	13.67	
00660 INV0007368 INV0007386	Franchise Tax Boards State Of California Invoice	12/12/2025	12/18/2025	Regular	0.00	750.00	308023
		12/12/2025	Earnings Withholding		0.00	210.00	
			Earnings Withholding		0.00	540.00	
02327 20655920	Garda CL West Inc. Lockbox #233209 Invoice	12/17/2025	12/18/2025	Regular	0.00	94.22	308024
			Excess Items Shipped/November 2025		0.00	94.22	
02847 12-25Reimburse	Gregory Smith Invoice	12/17/2025	12/18/2025	Regular	0.00	453.00	308025
			Demolition Rembursement/Permit 22000...		0.00	453.00	
00741 14780388	Hach Company Inc Invoice	12/17/2025	12/18/2025	Regular	0.00	72.29	308026
			Cell Cleaning Kit		0.00	72.29	
00763 46160 46161	Home Grown Apparel Invoice	12/17/2025	12/18/2025	Regular	0.00	406.61	308027
		12/17/2025	Polo Shirt/Pants/Patch/Belt		0.00	201.13	
			Polo Shirt/Patch/Pants/Belt		0.00	205.48	
00799 INV0007356	Imperial County Sheriff Civil Division Invoice	12/12/2025	12/18/2025	Regular	0.00	50.00	308028
			Earnings Withholdings		0.00	50.00	
00805 11-25IIDBestRd	Imperial Irrigation District Invoice	12/15/2025	12/18/2025	Regular	0.00	70,183.13	308029
			Power Bill/Various Depts		0.00	70,183.13	
00805 11-25Canal/Wtr... 11-25CanalWtrM...	Imperial Irrigation District Invoice	12/15/2025	12/18/2025	Regular	0.00	10,258.00	308030
		12/15/2025	Canal Water/OKY 100-001/November 2025		0.00	240.00	
			Canal Water/Mansfield/November 2025		0.00	10,018.00	
00809 25-3170 25-3526 25-3527 25-3528 25-3529 25-3538 25-3552 25-3554	Imperial Printers Invoice	12/17/2025	12/18/2025	Regular	0.00	2,366.45	308031
		12/17/2025	Oops Tags		0.00	1,223.66	
			Brawley Banners		0.00	95.70	
			Rodeo Toad Tour Banners		0.00	158.78	
			Logo Banner		0.00	265.35	
			Musical Note Banner		0.00	76.13	
			No Parking Signs		0.00	193.97	
			Library Reg Cards		0.00	143.28	
			No Parking Sign		0.00	209.58	
00821 5131	Imperial Valley Occupational Medicine Invoice	12/17/2025	12/18/2025	Regular	0.00	450.00	308032
			Physical Exams/Ibarra/Reigel/Cruz		0.00	450.00	
00850 214672	Iworp Systems Invoice	12/17/2025	12/18/2025	Regular	0.00	799.98	308033
			Software Management & Support/Jan - M...		0.00	799.98	
00861 0229511 0229661 0229662 0229663	Jade Security Systems Inc Invoice	12/17/2025	12/18/2025	Regular	0.00	213.97	308034
		12/17/2025	Service Repair/Access Control Door/11/10...		0.00	75.00	
			Monitoring Electronic Security System/Fin...		0.00	34.99	
			Monitoring Electronic Security System/Lib...		0.00	37.99	
			Monitoring Electronic Fire Alarm System/...		0.00	65.99	
00995 12694 12938 13204 13232	Kaz-Bros Design Shop Invoice	12/17/2025	12/18/2025	Regular	0.00	2,215.06	308035
			Polo Shirts		0.00	668.63	
			T-Shirts		0.00	508.95	
			T-Shirts		0.00	548.10	
			T-Shirts		0.00	489.38	

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
					Payable Description	Discount Amount		
01025 315088	LaBrucherie Irrigation Supp LLC Invoice	12/17/2025	12/18/2025	Regular	Replacement drinking fountain for Transit ...	0.00	8,884.05	308036
315107	Invoice	12/17/2025			Nipple/Ell/Coupling	0.00	7,740.16	
315111	Credit Memo	12/17/2025			Brass Nipple	0.00	378.48	
315168	Invoice	12/17/2025			Brass Nipple	0.00	-161.58	
315171	Credit Memo	12/17/2025			Ell	0.00	21.16	
315175	Invoice	12/17/2025			Ell/Brass Nipple	0.00	-53.36	
315850	Invoice	12/17/2025			PVC Pipe/Ell/Bushing	0.00	77.37	
315944	Invoice	12/17/2025			Swing Joint	0.00	462.91	
316189	Invoice	12/17/2025			Station Battery/Bluetooth & Timer	0.00	6.27	
OM43842	Invoice	12/17/2025			Sloan Repair Kit/Urinal	0.00	286.15	
OM44793	Invoice	12/17/2025			Angle Stop/Flex Water Connector	0.00	47.74	
OM45655	Invoice	12/17/2025			Rector Seal	0.00	28.55	
						0.00	50.20	
01026 LE1325-18	Landmark Consultants Inc Invoice	12/17/2025	12/18/2025	Regular	Ocotillo Geotech	0.00	10,055.00	308037
LE1325-19	Invoice	12/17/2025			Geotech Services for B Street	0.00	6,822.50	
						0.00	3,232.50	
01840 25-028-02	LC Paving & Sealing Inc Invoice	12/18/2025	12/18/2025	Regular	Ocotillo Construction	0.00	383,354.21	308038
6308693	Mallory Safety & Supply LLC Invoice	12/17/2025			Repair Service/Monitor Calibration Sensor...	0.00	83.00	308039
27433	Mark Dowden Welding Invoice	12/17/2025	12/18/2025	Regular	Repair/Post Mounting Tube/Add Handles	0.00	161.59	308040
374693	McNeece Bros Oil Company Invoice	12/17/2025	12/18/2025	Regular	Fuel	0.00	161.59	
5078542	Mylo Janitorial Inc Invoice	12/17/2025	12/18/2025	Regular	Janitorial Service	0.00	78.36	308041
12-25Soccer	Oscar Alejandro Anaya Mojica Invoice	12/17/2025	12/18/2025	Regular	Brawley Youth Soccer 2025/Referee/Dec 2...	0.00	9,131.00	
10-25Petty Cash	Petty Cash - Brawley PD Invoice	12/17/2025	12/18/2025	Regular	Bags for Blackstone Presentation/Adv & P...	0.00	70.00	308042
7-25Petty Cash	Invoice	12/17/2025			Postage/Return Label C-Code	0.00	124.57	
8-25Petty Cash	Invoice	12/17/2025			Subway/Chief/Sheriffs Meeting	0.00	53.35	
05K8730147066	Primo Brands Invoice	12/17/2025	12/18/2025	Regular	Water/Cooler Rental/PD/Nov 2025	0.00	113.58	
582506	Proforce Marketing Invoice	12/17/2025	12/18/2025	Regular	PROFORCE INV 582506	0.00	124.57	308045
17880144	Quadient, Inc. Invoice	12/17/2025	12/18/2025	Regular	Impress Postage-Domestic Mail/Tiers	0.00	129.99	308046
1060479038	Reddy Ice Corporation Invoice	12/17/2025	12/18/2025	Regular	7LB Prem Reddy Ice	0.00	330.38	308047
46001	Rockwood Chemical Invoice	12/17/2025	12/18/2025	Regular	Herbicides	0.00	330.38	
26BRAWPWN05	San Diego County RCS Invoice	12/17/2025	12/18/2025	Regular	Public Works Radios on the 800MHz Netw...	0.00	206.63	308050
667071	San Diego Police Equipment Inc Invoice	12/17/2025	12/18/2025	Regular	9MM 147/GR Ammo	0.00	2,026.29	308051
						0.00	2,026.29	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount	Number
					Discount Amount	Payable Amount	
01596 10-25GasSrCtr	Southern California Gas Co Invoice	12/17/2025	12/18/2025 Natural Gas Consumption/9/9/25 - 10/8/25	Regular	0.00	91.01	308053 91.01
01987 8577	STC Traffic, Inc Invoice	12/17/2025	12/18/2025 Amendment No. 1 for Design & CM Signal ...	Regular	0.00	7,455.00	308054 7,455.00
00496 4946	The Desert Review Invoice	12/17/2025	12/18/2025 Printed Add/Study Adoption/11/26/25	Regular	0.00	540.00	308055 540.00
01649 11-25TMobileBld... 11-25TMobilePW	T-Mobile USA Inc Invoice Invoice	12/15/2025 12/17/2025	12/18/2025 Ipad Building/PW/10/21/25 - 11/20/25 Ipad Usage/PW/10/21/25 - 11/20/25	Regular	0.00 0.00	62.00 72.40	134.40 308056
01908 107804	Tyler Business Forms Invoice	12/17/2025	12/18/2025 2025 IRS Forms/1095C & 1099 NEC/W-2	Regular	0.00	1,693.31	308057 1,693.31
01717 INV0007365	United Way of Imperial County Invoice	12/12/2025	12/18/2025 United Way Deductions	Regular	0.00	5.00	308058 5.00
01732 14356352 MT	Valley Pest Services Inc Invoice	12/17/2025	12/18/2025 Monthly Pest Control/Lions Center	Regular	0.00	50.00	308059 50.00
01982 1042456	Veritone Inc Invoice	12/17/2025	12/18/2025 Contract Application/12/15/25 - 12/14/26...	Regular	0.00	2,700.00	308060 2,700.00
01738 6115328210 6130317138 6130317140 6130317141 6130317142 6130317143 6130317144 6130317145 6130317146 9963444383 9965950691	Verizon Wireless Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025 12/17/2025	12/18/2025 Cell Phone Services/FD#2/5/7/25 - 6/6/25 Cell Phone Services/PD/11/7/25 - 12/6/25 Cell Phone Services/FD#2/11/7/25 - 12/6/... Cell Phone Services/Adminl/11/7/25 - 12/... Cell Phone Services/Library/11/7/25 - 12/... Cell Phone Svrcs/Parks & Sr Center/11/7/... Cell Phone Services/Building/11/7/25 - 12... Cell Phone Services/City Council/11/7/25 -... Cell Phone Services/Finance/11/7/25 - 12/... Cell Phone Services/City Council/04/7/24 -... Cell Phone Services/City Council/5/7/24 - ...	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	2,907.01 243.71 1,343.78 198.45 117.03 39.01 276.38 79.02 195.05 78.18 168.20 168.20	308061 243.71 1,343.78 198.45 117.03 39.01 276.38 79.02 195.05 78.18 168.20 168.20
01950 237320	West Coast Arborist Inc Invoice	12/17/2025	12/18/2025 Arborist services for City parks and facilities	Regular	0.00	6,068.00	308062 6,068.00
00002 OE-69367-1	360 Business Products Invoice	12/22/2025	12/23/2025 Copy Paper	Regular	0.00	22.16	308063 22.16
00009 3080	AA Electric Invoice	12/22/2025	12/23/2025 Troubleshoot/Street Light/146 Monterey S...	Regular	0.00	422.63	308064 422.63
00028 09601 09602	AE Consulting, Inc. Invoice Invoice	12/22/2025 12/22/2025	12/23/2025 Consultant Agreement for Airport Engineer.. Consultant Agreement for Airport Engineer..	Regular	0.00 0.00	6,390.00 6,060.00	308065 330.00
00045 011376 011377 011378	Alarm Communication Experts Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025	12/23/2025 Monitoring Electronic Security System/PW... Monitoring Electronic Security System/PW Monitoring Electronic Security System/PW	Regular	0.00 0.00 0.00	300.00 105.00 90.00	308066 105.00 105.00
00084 LYUM1927450 LYUM1928277	Alsoc American Linen Div Steiner Corp Invoice Invoice	12/22/2025 12/22/2025	12/23/2025 Cleaning Services/Supplies/WTP Cleaning Services/Supplies/WWTP	Regular	0.00 0.00	220.35 77.14	308067 143.21
02843 12-25Reimburse	Arad Tatarian Invoice	12/22/2025	12/23/2025 Fed Aviation Admin/FAA Drone Zone DJI/2...	Regular	0.00	10.00	308068 10.00
00176	Auto Zone Inc #2804		12/23/2025	Regular	0.00	39.45	308069

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
			Payable Description				
02851 12-25UBRefund	Carmen Luu Invoice	12/22/2025	12/23/2025	Regular	0.00	39.45	
			Refund UB Bill to next of Kin/01-7868-02		0.00	64.42	308070
00324 AG7374H AG97W2S	CDW Government Inc Invoice Invoice	12/22/2025 12/22/2025	12/23/2025	Regular	0.00	1,351.09	308071
			Scanner		0.00	487.27	
			COM Reader/RF Proximity Reader		0.00	863.82	
00392 Y264470	Core & Main LP Invoice	12/19/2025	12/23/2025	Regular	0.00	706.14	308072
			Shut Off tool		0.00	706.14	
00419 12-25ID433923	CWEA Invoice	12/19/2025	12/23/2025	Regular	0.00	114.00	308073
			Certification Renewal/CSMG/Jonathan Sa...		0.00	114.00	
00441 12-25Reimburse	Daniel Torrez Invoice	12/22/2025	12/23/2025	Regular	0.00	453.00	308074
			Demolition Reimbursement/Permit 22000...		0.00	453.00	
00485 009398	Department of Justice Invoice	12/19/2025	12/23/2025	Regular	0.00	93.00	308075
			Fingerprint Apps/CCW Initial-Standard		0.00	93.00	
02560 2053	Desert RV Service & Towing LLC Invoice	12/22/2025	12/23/2025	Regular	0.00	32.52	308076
			Adrian Steel Key		0.00	32.52	
01372 8633	Downstream Aviation LP Invoice	12/22/2025	12/23/2025	Regular	0.00	660.68	308077
			Relay Module		0.00	660.68	
00531 INV333 INV334	EA Electric Invoice Invoice	12/19/2025 12/19/2025	12/23/2025	Regular	0.00	3,241.56	308078
			Repair Service/VFD for Airport Mixer Motor		0.00	1,386.56	
			Repair Service/Foxboro Transmitter		0.00	1,855.00	
00569 EMWK4164585	Empire Southwest LLC Invoice	12/19/2025	12/23/2025	Regular	0.00	863.99	308079
			Repair Service/Remove & Install Parking B...		0.00	863.99	
00626 240513	Farmers Land Leveling, Inc Invoice	12/22/2025	12/23/2025	Regular	0.00	1,926.20	308080
			Purchase of Rock & Asphalt Products		0.00	1,926.20	
00668 12-25Reimburse	Francisco Mendoza Invoice	12/22/2025	12/23/2025	Regular	0.00	100.00	308081
			SCS FC Invoice 020/BPD Football Club		0.00	100.00	
00720 77104575 77149586	GovConnection Inc Invoice Invoice	12/22/2025 12/22/2025	12/23/2025	Regular	0.00	1,369.20	308082
			MFA USB Readers		0.00	1,021.88	
			Central AP Fnd 1year Subscription		0.00	347.32	
01722 INV00894255	HD Supply, Inc. Invoice	12/22/2025	12/23/2025	Regular	0.00	733.76	308083
			Hach DPD Sample/Danger Sign		0.00	733.76	
00792 1-26 2529 PTO 1-26 2536 PTO 1-26 2537 PTO 1-26 2907 PTO 1-26 3695 PTO 1-26 4380 PTO	Imperial County Air Pollution Invoice Invoice Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025	12/23/2025	Regular	0.00	2,522.50	308084
			2026 APCD Permit Renewal/5015 Best Ro...		0.00	615.50	
			2026 APCD Permit Renewal/760 Willard A...		0.00	615.00	
			2026 APCD Permit Renewal/1515 Jones St...		0.00	233.00	
			2026 APCD Permit Renewal/948 Ken Bemis..		0.00	593.00	
			2026 Permit Renewal/Legion Rd. & Dogwo...		0.00	233.00	
			2026 APCD Permit Renewal/S. 9th Street		0.00	233.00	
00805 11-25IIDBestRd2 11-25IIDStreetLig...	Imperial Irrigation District Invoice Invoice	12/22/2025 12/22/2025	12/23/2025	Regular	0.00	45,051.03	308085
			Power Bill/Account 81148/11/5/25 - 12/5...		0.00	33,836.67	
			StreetLights/11/6/25 - 12/8/25		0.00	11,214.36	
00838 1002185642	International Code Council Invoice	12/22/2025	12/23/2025	Regular	0.00	1,771.45	308086
			25 California Complete Collection		0.00	1,771.45	
02831 12-25Reimburse	Jonathan Pacheco Invoice	12/22/2025	12/23/2025	Regular	0.00	5.00	308087
			Fed Aviation Admin/FAA Drone Zone DJI/...		0.00	5.00	
00995	Kaz-Bros Design Shop		12/23/2025	Regular	0.00	1,306.71	308088

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Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
					Payable Description	Discount Amount		
Payable #	Payable Type							
14452	Invoice	12/22/2025			T-Shirts/Crewneck Sweatshirt	0.00	652.50	
14453	Invoice	12/22/2025			T-Shirts	0.00	654.21	
00979	K-C Welding Rentals Inc		12/23/2025	Regular		0.00	233.81	308089
222124	Invoice	12/22/2025			Safety Boots/J.Soto/12/17/25	0.00	233.81	
01025	LaBrucherie Irrigation Supp LLC		12/23/2025	Regular		0.00	1,566.24	308090
316355	Invoice	12/19/2025			6 Volts Battery	0.00	104.27	
316357	Credit Memo	12/19/2025			6 Volts Battery	0.00	-104.27	
316358	Invoice	12/19/2025			9 Volt Battery	0.00	39.15	
316369	Invoice	12/19/2025			Valve/Coupling/Adapter/Connector	0.00	61.72	
316387	Invoice	12/19/2025			Coil/Connector/Coupling/Elbow/Puncher	0.00	73.83	
316466	Invoice	12/19/2025			Plug Strip/Swivel Adapter/Solenoid	0.00	119.68	
316523	Invoice	12/19/2025			Figure 8 Line end	0.00	1.41	
316615	Invoice	12/19/2025			Sprinkler/Extender/Coupling/Nipple/Nozzle...	0.00	134.88	
316647	Invoice	12/19/2025			Coupling	0.00	25.71	
316812	Invoice	12/19/2025			Diaphragm/Connector/Box with cover/Nipp...	0.00	71.71	
316826	Invoice	12/19/2025			Cap/Tee/Coupling	0.00	4.27	
316877	Invoice	12/22/2025			Soil Probe/Cutter	0.00	181.12	
316932	Invoice	12/19/2025			Soil Staple/Coil/Solenoid for ASVR RB	0.00	40.12	
OM39438	Invoice	12/22/2025			Solenoid for Valves/Valve Diaphragm	0.00	24.37	
OM41611	Invoice	12/22/2025			Water Spray Tip/Water Spray Gun	0.00	169.73	
OM42145	Invoice	12/22/2025			Nipple	0.00	29.63	
OM42833	Invoice	12/22/2025			Elbow/Pipe	0.00	24.09	
OM45232	Invoice	12/22/2025			Valve Diaphragm	0.00	22.33	
OM45682	Invoice	12/22/2025			Pipe/Coupling/Tee/El/Glue/Primer/Nipple...	0.00	390.50	
OM47546	Invoice	12/22/2025			Rock/Riverbed	0.00	123.36	
OM48554	Invoice	12/19/2025			Fog Nozzle	0.00	28.63	
	Void		12/23/2025	Regular		0.00	0.00	308091
01840	LC Paving & Sealing Inc		12/23/2025	Regular		0.00	360,374.37	308092
25-028-03	Invoice	12/22/2025			Ocotillo Construction	0.00	360,374.37	
01096	Mallory Safety & Supply LLC		12/23/2025	Regular		0.00	238.97	308093
6315174	Invoice	12/22/2025			Gloves/Fog Lens/Glove Clip	0.00	238.97	
02850	Manuel Castro		12/23/2025	Regular		0.00	100.00	308094
12-25Refund	Invoice	12/22/2025			Facility Requested/Baby Shower/12/13/25	0.00	100.00	
01162	Martha T Garcia		12/23/2025	Regular		0.00	125.00	308095
12-25Reimburse	Invoice	12/22/2025			Hyatt Regency/Parking Overnight/Nov 2-6	0.00	125.00	
01183	McNeece Bros Oil Company		12/23/2025	Regular		0.00	621.34	308096
371787	Invoice	12/22/2025			Diesel Fuel	0.00	59.86	
374697	Invoice	12/22/2025			Gas Can/5 Gal	0.00	365.38	
374738	Invoice	12/22/2025			Diesel Fuel/Unit 108	0.00	142.10	
374920	Invoice	12/19/2025			Fuel	0.00	54.00	
01251	National Band & Tag Co Inc		12/23/2025	Regular		0.00	93.93	308097
345390	Invoice	12/19/2025			Bone Tags/Animal Control	0.00	93.93	
01279	NuCO2		12/23/2025	Regular		0.00	131.18	308098
82175741	Invoice	12/22/2025			CO2 MK9 Detector/Sensor Kit	0.00	65.59	
82222269	Invoice	12/22/2025			CO2 MK9 Detector/Sensor Kit	0.00	65.59	
01282	O'Reilly Auto Parts		12/23/2025	Regular		0.00	20.64	308099
2648-188408	Invoice	12/22/2025			Hydraulic Oil	0.00	8.69	
2648-189461	Invoice	12/22/2025			Antifreeze/Coolant	0.00	11.95	
2648-189505	Invoice	12/22/2025			Coolant Recovery Tank	0.00	15.21	
2648-189508	Credit Memo	12/22/2025			Coolant Recovery Tank	0.00	-15.21	
02437	Print & Promotional Solutions Inc.		12/23/2025	Regular		0.00	121.37	308100
BH49005551A	Invoice	12/19/2025			Business Cards/Moreno	0.00	121.37	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
			Payable Description				
02385 11-25Reimburse	Rafael Espinoza Invoice	12/22/2025	12/23/2025	Regular	0.00	337.89	308101
02849 12-25Refund	Rafael Lopez Invoice	12/22/2025	12/23/2025	Regular	0.00	100.00	308102
02693 3000004417 3000004441 3000004627 3000004708 3000004711 3000004729 3000004990	RCX Sports, LLC Invoice Invoice Invoice Invoice Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025	12/23/2025	Regular	0.00	16,623.76	308103
			Uniforms for MLS Go, Fall 2025		0.00	15,191.43	
			Uniforms for MLS Go, Fall 2025		0.00	140.10	
			MLS GO Gear		0.00	420.04	
			MLS GO Gear		0.00	387.26	
			MLS GO Gear		0.00	207.79	
			MLS GO Gear		0.00	184.95	
			MLS GO Gear		0.00	92.19	
01421 1060479707	Reddy Ice Corporation Invoice	12/22/2025	12/23/2025	Regular	0.00	189.50	308104
			Ice		0.00	189.50	
01443 23876	Rick's Roadrunner Lock & Safe Invoice	12/22/2025	12/23/2025	Regular	0.00	338.53	308105
			Key Duplicates/Parks Restrooms		0.00	338.53	
02830 11-25Soccer2	Roman Lopez Figueroa Invoice	12/22/2025	12/23/2025	Regular	0.00	50.00	308106
			Brawley Youth Soccer 2025/Nov 18/Final		0.00	50.00	
01488 216394	Roto Rooter Invoice	12/22/2025	12/23/2025	Regular	0.00	156.44	308107
			BS to main/Mens Trap		0.00	156.44	
02848 12-25Refund	Sandra Ramos Invoice	12/22/2025	12/23/2025	Regular	0.00	60.00	308108
			Facility Requested/Baby Shower/12/13/25		0.00	60.00	
02328 1546 1547 1551 1552 1554	SD Electric and Hvac/R Inc Invoice Invoice Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025 12/22/2025 12/22/2025	12/23/2025	Regular	0.00	6,261.43	308109
			Frame an Opening for a Door/Installation		0.00	1,150.48	
			Entrance Door		0.00	912.72	
			Electric Works/Christmas Lights		0.00	663.39	
			Repair Service/Air Conditioning		0.00	685.50	
			New Unit/AC Inverter		0.00	2,849.34	
01562 14452102991125 19170102991225	Sherwin-Wiliams Company Inc Invoice Invoice	12/22/2025 12/22/2025	12/23/2025	Regular	0.00	825.33	308110
			Paint		0.00	273.42	
			Paint		0.00	551.91	
01563 B20390869 B20451638 B20451654	SHI Invoice Invoice Invoice	12/22/2025 12/22/2025 12/22/2025	12/23/2025	Regular	0.00	1,870.97	308111
			Laptop/Battery		0.00	393.13	
			Microsoft Enterprise Agreement - Renewal		0.00	749.84	
			Microsoft Enterprise Agreement - Renewal		0.00	728.00	
01596 11-25GasSrCtr 12-25GasLiftStati... 12-25GasPD 12-25GasPool	Southern California Gas Co Invoice Invoice Invoice Invoice	12/22/2025 12/22/2025 12/19/2025 12/22/2025	12/23/2025	Regular	0.00	157.78	308112
			Natural Gas Gas Consumption/10/8/25 - 1...		0.00	92.05	
			Natural Gas Consumption/11/07/25 - 12/...		0.00	16.92	
			Natural Gas Consumption/11/7/25 - 12/10...		0.00	32.54	
			Natural Gas Consumption/11/05/25 - 12/...		0.00	16.27	
01884	Sunbelt Rentals Credit Memo Credit Memo Credit Memo Invoice Invoice Invoice Invoice	12/08/2025 12/08/2025 12/08/2025 12/04/2025 12/04/2025 12/19/2025 12/22/2025	12/23/2025	Regular	0.00	470.51	308113
			Invoice 168342902-0001/Rental Service/...		0.00	-407.06	
			Service Repair/Blower Multi Speed		0.00	-63.56	
			Service Repair/String Trimmer		0.00	-68.75	
			Service Repair/Towable/Pump		0.00	100.88	
			Service Repair/Riding Mower		0.00	184.31	
			X-Line		0.00	115.79	
			Rental/Light Tow		0.00	608.90	
01710 2340235130 2340235131	Unifirst Corporation Invoice Invoice	12/22/2025 12/22/2025	12/23/2025	Regular	0.00	7,276.81	308114
			Polo Shirt/Jacket		0.00	175.76	
			Polo Shirt		0.00	65.52	

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Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
					Payable Description	Discount Amount		
	Payable #							
	2340235132	Invoice	12/22/2025	Polo Shirt		0.00	65.52	
	2340235133	Invoice	12/22/2025	Polo Shirt		0.00	60.83	
	2340235134	Invoice	12/22/2025	Workshirt		0.00	32.74	
	2340235135	Invoice	12/22/2025	Polo Shirt/Jeans/Jacket		0.00	312.00	
	2340235136	Invoice	12/19/2025	Polo Shirt/Jeans/Jacket		0.00	285.11	
	2340235137	Invoice	12/19/2025	Workshirt/Polo Shirt/Jeans/Jacket		0.00	246.48	
	2340235138	Invoice	12/19/2025	Polo Shirt/Pants/Jacket		0.00	312.00	
	2340235139	Invoice	12/19/2025	Workshirt/Polo Shirt/Jeans/Jacket		0.00	259.97	
	2340235140	Invoice	12/19/2025	Polo Shirt/Jacket		0.00	152.88	
	2340235141	Invoice	12/19/2025	Workshirt/Jeans/Jacket		0.00	243.14	
	2340235142	Invoice	12/19/2025	Workshirt/Jeans/Jacket		0.00	243.14	
	2340235143	Invoice	12/22/2025	Polo Shirt/Pants/Jacket		0.00	312.00	
	2340235498	Invoice	12/19/2025	Workshirt/Polo Shirt/Jeans/Jacket		0.00	269.86	
	2340235499	Invoice	12/19/2025	Polo Shirt/Jeans/Jacket		0.00	297.96	
	2340235500	Invoice	12/19/2025	Workshirt/Jeans/Jacket		0.00	241.07	
	2340235501	Invoice	12/19/2025	Polo/Jeans/Jacket		0.00	283.91	
	2340235502	Invoice	12/19/2025	Polo Shirt/Pants/Jeans/Jacket		0.00	297.96	
	2340235503	Invoice	12/19/2025	Workshirt/Jeans/Jacket		0.00	243.14	
	2340235504	Invoice	12/19/2025	Workshirt/Polo Shirt/Jeans/Jacket		0.00	253.69	
	2340235505	Invoice	12/19/2025	Polo Shirt/Jeans/Jacket		0.00	302.64	
	2340235506	Invoice	12/19/2025	Polo Shirt/Jacket		0.00	183.04	
	2340235508	Invoice	12/19/2025	Workshirt/Polo Shirt/Pants/Jacket		0.00	240.85	
	2340235509	Invoice	12/22/2025	Workshirt/Polo Shirt		0.00	50.55	
	2340235510	Invoice	12/22/2025	Polo Shirt		0.00	74.89	
	2340235511	Invoice	12/22/2025	Polo Shirt		0.00	70.20	
	2340237682	Invoice	12/19/2025	Polo Shirt/Jeans/Jacket		0.00	316.16	
	2340237683	Invoice	12/19/2025	Polo Shirt/Jeans/Jacket		0.00	314.08	
	2340237684	Invoice	12/22/2025	Polo Shirt/Jean/Jacket		0.00	302.64	
	2340237685	Invoice	12/22/2025	Workshirt/Pants/Jacket		0.00	243.14	
	2340237686	Invoice	12/22/2025	Workshirt/Jeans/Jacket		0.00	243.14	
	2340237687	Invoice	12/22/2025	Polo Shirt/Pants		0.00	280.80	
	Void		12/23/2025	Regular		0.00	0.00	308115
	Void		12/23/2025	Regular		0.00	0.00	308116
	01732	Valley Pest Services Inc	12/23/2025	Regular		0.00	295.00	308117
	14357444 MT	Invoice	12/22/2025	Monthly Pest Control/Library		0.00	50.00	
	14357448 MT	Invoice	12/22/2025	Monthly Pest Control/Law Service/PW		0.00	60.00	
	14357449 MT	Invoice	12/22/2025	Monthly Pest Control/Planning		0.00	50.00	
	14357450 MT	Invoice	12/19/2025	Monthly Pest Control/City Hall		0.00	50.00	
	14357451 MT	Invoice	12/19/2025	Rodent Control/City Hall		0.00	85.00	
01738	Verizon Wireless		12/23/2025	Regular		0.00	391.47	308118
	6130317139	Invoice	12/22/2025	Cell Phone Services/PW/11/7/25 - 12/6/25		0.00	391.47	
01772	Waxie Sanitary Supply		12/23/2025	Regular		0.00	66.61	308119
	83679052	Invoice	12/19/2025	Gloves		0.00	66.61	
00045	Alarm Communication Experts		01/02/2026	Regular		0.00	75.00	308120
	011399	Invoice	12/30/2025	Monitoring Electronic Security System/W...		0.00	75.00	
00084	Alesco American Linen Div Steiner Corp		01/02/2026	Regular		0.00	307.64	308121
	LYUM1929777	Invoice	12/30/2025	Cleaning Services/Supplies/WWTP		0.00	143.21	
	LYUM1930409	Invoice	12/30/2025	Cleaning Svcs/Supplies/Rec		0.00	38.48	
	LYUM1930410	Invoice	12/30/2025	Cleaning Services/Planning		0.00	85.05	
	LYUM1930422	Invoice	12/29/2025	Cleaning Svcs/Supplies/City Hall		0.00	40.90	
00101	American Water Works Association		01/02/2026	Regular		0.00	539.00	308122
	SO272677	Invoice	12/30/2025	AWWA Membership/Mar 2026 - Feb 2027		0.00	539.00	
02737	Atkinson, Andelson, Loya, Ruud & Romo		01/02/2026	Regular		0.00	2,887.50	308123
	771548	Invoice	12/29/2025	Attorney Svcs/Nov30/Investigation 00007		0.00	2,887.50	

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number	Vendor Name	Payable Type	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
						Payable Description	Discount Amount	Payable Amount	
00213	Big State Industrial Supply Inc	Invoice	12/30/2025	01/02/2026	Regular		0.00	363.66	308124
						Drivers Glove/Tape	0.00	363.66	
00228	Brawley Ace Hardware			01/02/2026	Regular		0.00	4,402.60	308125
						Wall Texture/Trayset/Drywall Block	0.00	275.10	
						Bolts,Nuts&Washers/Screws	0.00	4.48	
						Paint	0.00	341.44	
						Batteries	0.00	19.74	
						Glue	0.00	9.34	
						Cooler/Leader hose/Adapter/Pipe/Clog Bu...	0.00	103.46	
						Fasteners	0.00	19.05	
						Box Outlet/Extension Ring	0.00	16.51	
						Bleach	0.00	52.15	
						Striping Paint	0.00	58.07	
						Key Blank Master Padlock/Key Duplicate	0.00	103.11	
						Power Cord/Wipes/Cable Tie/Battery/Vari...	0.00	162.54	
						Low Voltage Mounting Bracket	0.00	5.43	
						Electronic Wipes/Marker/Cable Tie	0.00	19.75	
						Power Strip/Cord Extension/Utility Tub	0.00	96.74	
						Bolts, Nuts&Washers/Towels Shop/Cut-Off..	0.00	54.64	
						Wire Stripper	0.00	61.97	
						Cable Tie	0.00	31.52	
						Extension Cord	0.00	31.52	
						Compression Coupler	0.00	3.68	
						Key Duplicate/Paint Roller	0.00	24.98	
						Brake Parts Cleaner/Detergent Booster/Va...	0.00	151.71	
						Paint Roller/Brush/Msking Paper/Tape/Sp...	0.00	111.04	
						Step Ladder	0.00	108.74	
						Hole Saw/Hole Saw Arbor	0.00	52.18	
						Lumber	0.00	37.29	
						Timmer Cleaner/Glue	0.00	39.12	
						Knife/SdingPad/Silicone/Jnt Comd/Drywall...	0.00	137.99	
						Level/Eyebolt/Bolts,Nuts,Wahers	0.00	53.10	
						Glass Cleaner/Air Freshener/Battery Pack	0.00	27.15	
						Handsoap/Christmas Lights/Duster/Towel...	0.00	108.61	
						Bolts Nuts & Washers	0.00	3.18	
						Wall Plate/Repeater HDMI	0.00	42.39	
						Plastic Pail/Joint Compound	0.00	21.73	
						Drain Opener/Liquid Fire	0.00	10.43	
						Joint Compound	0.00	16.30	
						Tape/Wood & Metal Blade	0.00	65.23	
						Ant Killer/Padlock/Animal Ring	0.00	40.86	
						Garden Soil	0.00	41.27	
						Screws/Plywood	0.00	42.13	
						Cable/Ratching Tool/Charger/Light/Keydu...	0.00	163.02	
						Wall Texture/Wall Repair Patch Kit/Silicone	0.00	56.51	
						Oil-Based Paint	0.00	18.48	
						Nails/Glass Scraper	0.00	36.52	
						Cap PVC	0.00	3.89	
						Glue/Spreader/Scraper/Blade	0.00	37.79	
						Paint	0.00	315.35	
						Citronella Candle/Insect Trap Kit	0.00	39.13	
						Padlock/Key Set/Screwdriver/Spring Snap...	0.00	318.55	
						Towels/Dish Soap/Hand Soap	0.00	33.88	
						Engine Oil	0.00	46.02	
						Blade Set/Insect Killer/Grass Killer/Various...	0.00	255.21	
						Multimeter/Bleach/Pastic Bucket	0.00	45.21	
						Screwdriver Adapter	0.00	15.21	
						Photoelectric Light Control	0.00	32.60	
						Compost/Soil for Veg & Herb	0.00	54.10	

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
					Payable Description	Discount Amount		
	Payable #							
	X30861/2	Invoice	12/29/2025	Key duplicate		0.00	21.71	
	X31302/2	Invoice	12/29/2025	Paint Roller/Paint		0.00	241.82	
	X31309/2	Invoice	12/29/2025	Spraypaint		0.00	34.76	
	X31377/2	Invoice	12/29/2025	Cable Tie		0.00	27.17	
	Void		01/02/2026	Regular		0.00	0.00	308126
	Void		01/02/2026	Regular		0.00	0.00	308127
	Void		01/02/2026	Regular		0.00	0.00	308128
00278	California Diesel Compliance Inc		01/02/2026	Regular		0.00	390.00	308129
	25-1909	Invoice	12/30/2025	Clean Truck Testing/Smoke & OBD/#26 & ...		0.00	390.00	
00299	Canon Financial Services Inc		01/02/2026	Regular		0.00	2,428.15	308130
	42280854	Invoice	12/30/2025	Maintenance/Contract Charge/Parks&Rec...		0.00	215.62	
	42311415	Invoice	12/30/2025	Contract Charge/Dec 2025/Library		0.00	105.36	
	42311416	Invoice	12/30/2025	Contract Charge/Dec 2025/PW		0.00	404.56	
	42311417	Invoice	12/30/2025	Maintenance Overage/Nov 2025/Library		0.00	5.14	
	42311418	Invoice	12/30/2025	Copier Usg/Contract Chrg/City Hall/Library...		0.00	699.95	
	42311421	Invoice	12/30/2025	Main Overage Nov/Contract Charge Dec/...		0.00	564.69	
	42311422	Invoice	12/30/2025	Maintenance/Contract Charge/Parks&Rec...		0.00	287.69	
	42311423	Invoice	12/30/2025	Main Overage Nov & Contract Charge Dec...		0.00	145.14	
02854	Cheryl Sandall		01/02/2026	Regular		0.00	70.00	308131
	12-25Refund	Invoice	12/30/2025	Facility Requested/Birthday Party/12/20/...		0.00	70.00	
00387	Consolidate Electrical Dist		01/02/2026	Regular		0.00	226.28	308132
	1964-1018267	Invoice	12/30/2025	Lamp		0.00	226.28	
02191	Data Ticket Inc		01/02/2026	Regular		0.00	200.00	308133
	187352	Invoice	12/29/2025	Code Enforcement Processing/SSN Search...		0.00	200.00	
00531	EA Electric		01/02/2026	Regular		0.00	6,228.75	308134
	INV328	Invoice	12/30/2025	Repair Service/Parts/Malan RTU		0.00	2,718.75	
	INV336	Invoice	12/30/2025	Repair Service/Reconnect and test mixed ...		0.00	780.00	
	INV337	Invoice	12/30/2025	Repair Service/ATV12 Schneider VFD Airpo...		0.00	2,730.00	
00626	Farmers Land Leveling, Inc		01/02/2026	Regular		0.00	488.80	308135
	240495	Invoice	12/30/2025	Purchase of Rock & Asphalt Products		0.00	488.80	
02327	Garda CL West Inc. Lockbox #233209		01/02/2026	Regular		0.00	395.86	308136
	10838057	Invoice	12/29/2025	Armored Trasportation Service/January 2...		0.00	395.86	
00759	Hinderliter, De Llamas & Associates		01/02/2026	Regular		0.00	1,502.05	308137
	SIN057029	Invoice	12/30/2025	Contract Sales Tax and Audir Recovery Fee...		0.00	1,502.05	
00792	Imperial County Air Pollution		01/02/2026	Regular		0.00	233.00	308138
	1-26 3814 PTO	Invoice	12/29/2025	2026 APCD Permit Renewal/351 Main Stre...		0.00	233.00	
00805	Imperial Irrigation District		01/02/2026	Regular		0.00	38.00	308139
	WtrAvailability20...	Invoice	12/29/2025	Water Availability 2026/Plot Id/MAN 29 0...		0.00	38.00	
00979	K-C Welding Rentals Inc		01/02/2026	Regular		0.00	587.18	308140
	53765	Invoice	12/29/2025	Chain Loop		0.00	52.18	
	53868	Invoice	12/30/2025	Safety Boots/J.Dillon/12/18/25		0.00	260.99	
	53890	Invoice	12/30/2025	Trimmer Head/Tow Bar		0.00	274.01	
01025	LaBrucherie Irrigation Supp LLC		01/02/2026	Regular		0.00	1,231.63	308141
	315338	Credit Memo	12/30/2025	Glue/Valve/Adpater/Joint/Nipple/Nozzle/...		0.00	-83.17	
	315990	Invoice	12/30/2025	Coupling/Tape		0.00	49.72	
	316888	Invoice	12/30/2025	Cap/Saw Tool		0.00	25.42	
	316906	Invoice	12/30/2025	Primer/Nipple/Ell/Cap/Coupling		0.00	47.18	
	316940	Invoice	12/30/2025	Irrtrol Repair Kit		0.00	29.37	
	316977	Credit Memo	12/30/2025	Nozzle/Shrubbler		0.00	-28.13	
	316980	Invoice	12/30/2025	Coupling/PVC IPS Compress Coupling		0.00	35.91	
	317032	Invoice	12/30/2025	Nipple/Cap/PVC Pipe		0.00	47.36	

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount		Payment Amount	Number
					Payable Description	Discount Amount		
Payable # 317056	Invoice	12/30/2025	Valve Station/Solenoid Valve		0.00	361.90		
317099	Invoice	12/30/2025	Valve Station		0.00	143.08		
OM41487	Invoice	12/30/2025	Solenoid Valve		0.00	27.95		
OM41504	Invoice	12/30/2025	Solenoid Valve		0.00	27.95		
OM41603	Invoice	12/30/2025	Solenoid for ASVR RB Valves		0.00	19.13		
OM41613	Invoice	12/30/2025	Pop Up Rotos with Check Valve		0.00	480.22		
OM43659	Invoice	12/29/2025	Sloan Repair Kit/Urinal		0.00	47.74		
01096	Mallory Safety & Supply LLC		01/02/2026	Regular	0.00	246.82	308142	
6319822	Invoice	12/30/2025	Safety Gloves		0.00	246.82		
01183	McNeece Bros Oil Company		01/02/2026	Regular	0.00	107.41	308143	
375099	Invoice	12/29/2025	Fuel		0.00	60.47		
375114	Invoice	12/29/2025	Fuel		0.00	46.94		
01282	O'Reilly Auto Parts		01/02/2026	Regular	0.00	184.75	308144	
2648-190106	Invoice	12/30/2025	Battery		0.00	206.75		
2648-190117	Credit Memo	12/30/2025	Core Return/Invoice 2648-190106/Battery		0.00	-22.00		
01311	Packers Mini Storage		01/02/2026	Regular	0.00	126.50	308145	
1-26Storage	Invoice	12/30/2025	Storage Unit B209/January 2026		0.00	126.50		
02853	Piccola Hunter		01/02/2026	Regular	0.00	100.00	308146	
12-25Refund	Invoice	12/30/2025	Facility Requested/Birthday Party/12/20/...		0.00	100.00		
01341	Pitney Bowes Inc		01/02/2026	Regular	0.00	46.56	308147	
12-25Penalties	Invoice	12/29/2025	Late Fee/Penalties/PD		0.00	46.56		
02437	Print & Promotional Solutions Inc.		01/02/2026	Regular	0.00	510.93	308148	
BH49005585A	Invoice	12/29/2025	Business Cards/Garcia/Storms/Pacheco/Di...		0.00	510.93		
01363	Professional Glass Installers		01/02/2026	Regular	0.00	683.02	308149	
2506_2	Invoice	12/29/2025	Broken Window Repair/Library		0.00	683.02		
01364	Proforce Marketing		01/02/2026	Regular	0.00	13,341.88	308150	
578340	Invoice	12/30/2025	PROFORCE QT 718401		0.00	7,461.93		
582705	Invoice	12/30/2025	PROFORCE QT 722256		0.00	5,879.95		
02328	SD Electric and Hvac/R Inc		01/02/2026	Regular	0.00	7,810.88	308151	
1548	Invoice	12/29/2025	Plumbing Parts/Condesation Pump for Ice...		0.00	165.05		
1549	Invoice	12/29/2025	Installation Electrical Outlets/Led Light Fix...		0.00	3,968.85		
1553	Invoice	12/30/2025	New AC Installation		0.00	3,676.98		
01884	Sunbelt Rentals		01/02/2026	Regular	0.00	389.33	308152	
178044793-0001	Invoice	12/30/2025	Rental Return/Paint Sprayer		0.00	389.33		
01725	V & V Manufacturing Inc		01/02/2026	Regular	0.00	267.20	308153	
63599	Invoice	12/29/2025	Brawley Police Badge		0.00	141.10		
63606	Invoice	12/29/2025	Brawley Police Badge		0.00	126.10		
01732	Valley Pest Services Inc		01/02/2026	Regular	0.00	210.00	308154	
14357445 MT	Invoice	12/30/2025	Monthly Pest Control/WTP		0.00	85.00		
14357447 MT	Invoice	12/29/2025	Monthly Pest Control/PD		0.00	50.00		
14357574 MT	Invoice	12/30/2025	Monthly Pest Control/Sr Center		0.00	75.00		
01772	Waxie Sanitary Supply		01/02/2026	Regular	0.00	405.68	308155	
83692100	Invoice	12/30/2025	Janitorial Supplies/Lions Center		0.00	405.68		
02852	Xavier Ramirez		01/02/2026	Regular	0.00	144.00	308156	
12-25Basketball	Invoice	12/30/2025	Youth Basketball 2025/Dec 17,18 & 19		0.00	144.00		
01840	LC Paving & Sealing Inc		12/31/2025	Regular	0.00	294,788.15	308157	
25-028-04	Invoice	12/22/2025	Ocotillo Construction		0.00	294,788.15		

Check Report

Date Range: 12/13/2025 - 01/02/2026

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount		Payment Amount	Number
					Discount Amount	Payable Amount		
00836 CM0000600	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Federal Taxes	Bank Draft	0.00	0.00	-14.97	DFT0004827
00836 CM0000601	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Medicare Taxes	Bank Draft	0.00	0.00	-15.00	DFT0004828
00836 CM0000602	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Social Security Taxes	Bank Draft	0.00	0.00	-64.12	DFT0004829
00571 CM0000603	Employment Development Dept Credit Memo	12/12/2025	12/26/2025 State Taxes	Bank Draft	0.00	0.00	-6.75	DFT0004830
00836 CM0000606	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Federal Taxes	Bank Draft	0.00	0.00	-6.17	DFT0004834
00836 CM0000607	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Medicare Taxes	Bank Draft	0.00	0.00	-1.78	DFT0004835
00836 CM0000608	Internal Revenue Service Credit Memo	12/12/2025	12/26/2025 Social Security Taxes	Bank Draft	0.00	0.00	-7.66	DFT0004836
00571 CM0000609	Employment Development Dept Credit Memo	12/12/2025	12/26/2025 State Taxes	Bank Draft	0.00	0.00	-1.36	DFT0004837
00836 INV0007396	Internal Revenue Service Invoice	11/26/2025	12/26/2025 Federal Taxes	Bank Draft	0.00	0.00	0.83	DFT0004842
00836 INV0007397	Internal Revenue Service Invoice	11/26/2025	12/26/2025 Medicare Taxes	Bank Draft	0.00	0.00	0.20	DFT0004843
00836 INV0007398	Internal Revenue Service Invoice	11/26/2025	12/26/2025 Social Security Taxes	Bank Draft	0.00	0.00	0.86	DFT0004844
00571 INV0007399	Employment Development Dept Invoice	11/26/2025	12/26/2025 State Taxes	Bank Draft	0.00	0.00	0.70	DFT0004845
00291 100000018141262	CalPERS Invoice	12/19/2025	12/15/2025 Arrears-Employer Paid/Admin Fee	Bank Draft	0.00	0.00	500.00	DFT0004847
00291 100000018136444	CalPERS Invoice	12/19/2025	12/15/2025 Retired Annuitant Late Fee	Bank Draft	0.00	0.00	400.00	DFT0004849
00031 INV0007435	Aflac Inc Invoice	12/26/2025	12/26/2025 Cancer/ICU/Disability Withheld	Bank Draft	0.00	0.00	890.83	DFT0004850
00031 INV0007436	Aflac Inc Invoice	12/26/2025	12/26/2025 Cancer/ICU/Disability Withheld	Bank Draft	0.00	0.00	1,180.90	DFT0004851
01255 INV0007443	National Plan Coordinators Invoice	12/26/2025	12/26/2025 Def Compensation/Plan #340233-01	Bank Draft	0.00	0.00	3,185.00	DFT0004856
01257 INV0007444	Nationwide Retirement Solution Invoice	12/26/2025	12/26/2025 Def Compensation/Entity #05270	Bank Draft	0.00	0.00	2,955.00	DFT0004857
00836 INV0007455	Internal Revenue Service Invoice	12/26/2025	12/26/2025 Federal Taxes	Bank Draft	0.00	0.00	24,086.99	DFT0004863
00836 INV0007456	Internal Revenue Service Invoice	12/26/2025	12/26/2025 Medicare Taxes	Bank Draft	0.00	0.00	10,134.70	DFT0004864
00836 INV0007457	Internal Revenue Service Invoice	12/26/2025	12/26/2025 Social Security Taxes	Bank Draft	0.00	0.00	42,476.04	DFT0004865
00571 INV0007458	Employment Development Dept Invoice	12/26/2025	12/26/2025 State Taxes	Bank Draft	0.00	0.00	10,172.63	DFT0004866
00031	Aflac Inc		12/26/2025	Bank Draft	0.00	0.00	366.99	DFT0004867

Check Report

Vendor Number Payable # INV0007459	Vendor Name Payable Type Invoice	Post Date 12/26/2025	Payment Date 12/26/2025	Payment Type Bank Draft	Discount Amount		Payment Amount 366.99	Number DFT0004868
					Payable Description Cancer/ICU/Disability Withheld	Discount Amount 0.00	Payable Amount 366.99	
00031 INV0007460	Aflac Inc Invoice	12/26/2025	12/26/2025	Bank Draft	Cancer/ICU/Disability Withheld	0.00	335.15	335.15 DFT0004868
01255 INV0007466	National Plan Coordinators Invoice	12/26/2025	12/26/2025	Bank Draft	Def Compensation/Plan #340233-01	0.00	235.00	235.00 DFT0004873
00836 INV0007474	Internal Revenue Service Invoice	12/26/2025	12/26/2025	Bank Draft	Federal Taxes	0.00	5,558.13	5,558.13 DFT0004878
00836 INV0007475	Internal Revenue Service Invoice	12/26/2025	12/26/2025	Bank Draft	Medicare Taxes	0.00	4,520.66	4,520.66 DFT0004879
00836 INV0007476	Internal Revenue Service Invoice	12/26/2025	12/26/2025	Bank Draft	Social Security Taxes	0.00	19,329.68	19,329.68 DFT0004880
00571 INV0007477	Employment Development Dept Invoice	12/26/2025	12/26/2025	Bank Draft	State Taxes	0.00	3,126.63	3,126.63 DFT0004881

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	399	151	0.00	1,430,270.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	29	29	0.00	129,339.11
EFT's	23	16	0.00	355,941.01
	451	202	0.00	1,915,551.09

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	399	151	0.00	1,430,270.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	29	29	0.00	129,339.11
EFT's	23	16	0.00	355,941.01
	451	202	0.00	1,915,551.09

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	1,857,959.15
999	POOLED CASH	1/2026	57,591.94
			1,915,551.09



City of Brawley

4b2 Monthly Transaction Report

Date Range: 12/13/2025 - 1/2/2026

Account Number	Name	Date	Type	Amount	Reference	Packet			Receipt		Adj Type
01-6761-02	BRAWLEY EXPRESS	12/17/2025	Refund	78.56	Check #: 308000	UBPKT09715					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	78.56	0.00	0.00	0.00	0.00	78.56
					Aging Total:	78.56	0.00	0.00	0.00	0.00	78.56
01-9015-06	AHMEED, HAMMAS	12/18/2025	Refund	21.54	Check #: 308001	UBPKT09722					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	21.54	0.00	0.00	0.00	0.00	21.54
					Aging Total:	21.54	0.00	0.00	0.00	0.00	21.54

Transaction Grand Total for Period: 100.10

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	2	100.10
Total for Period:	2	100.10

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	2	100.10
	Refund Total:	2	100.10
	Total for Period:	2	100.10

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	2	100.10
Total for Period:	2	100.10



STAFF REPORT

To: City Council
From: Emmet Fried, Assistant to the City Manager
Prepared by: Emmet Fried, Assistant to the City Manager
Subject: **Authorization for the Imperial County Air Pollution Control District to Install and Maintain Air Quality Monitoring Equipment at Volunteer Park**

RECOMMENDATION:

Staff recommends that the City Council approve the request from the Imperial County Air Pollution Control District to install and maintain air quality monitoring equipment at Volunteer Park as part of the New River Air Monitoring Project.

BACKGROUND INFORMATION:

The Imperial County Air Pollution Control District is implementing the New River Air Monitoring Project; a regional initiative aimed at improving air quality data collection in communities adjacent to the New River. This project is part of a broader effort to address environmental health concerns and provide real-time air quality information to residents.

As part of this initiative, the Imperial County Air Pollution Control District (ICAPCD) identified both Pat Williams Park and Ed Soto Field as strategic locations, but requested authorization from the Council on December 16, 2025 to install monitoring equipment at one of the two Parks.

ICAPCD would like to utilize both locations, instead of one and has identified Volunteer Park (the location of Ed Soto Field) as a second strategic location for the placement of air monitoring equipment. This site was selected based on its proximity to the New River corridor and accessibility for maintenance and data retrieval. Staff has returned to request approval to install and maintain air monitor equipment at the second location.

FISCAL IMPACT:

There is no fiscal impact to the City. All costs associated with the installation and maintenance of the monitoring equipment will be covered by Imperial County Air Pollution Control District through grant funding.

ALTERNATIVES:

Council could deny the request and forgo participation in the New River Air Monitoring Project.

ATTACHMENTS:

1. The proposed New River Air Quality Monitoring Equipment Installation and Maintenance Agreement

2. Picture of Clarity Node Sensor

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 1/15/2026

Approved - 1/15/2026

4C



New River Air Quality Monitoring Equipment Installation and Maintenance Agreement

I, _____ voluntarily grant permission to Imperial County Air Pollution Control District and the approved air monitoring Contractor (SCS Engineers) to install one (1) PM2.5 sensor at a mutually agreed upon location at the following property: VOLUNTEER PARK, 650 N. 2ND ST., BRAWLEY, CA 92227

I agree to the following conditions:

- If applicable, I grant permission for the PM2.5 sensor to use the property's electricity and internet service. Air quality measurements collected by the sensor will be transmitted to SCS Engineers via the internet connection.
- I choose to participate in this program and I will make a commitment to work with SCS Engineers and Imperial County Air Pollution Control District (ICAPCD) to assure the proper installation of the PM2.5 sensor. This will include setting appointments to give inspectors and installers access to the residence/property to verify and install equipment.
- Term: The term of this Agreement shall be for three (3) years from the date of signing ("Original Term").
- I will provide ICAPCD and SCS Engineers with clear access to PM2.5 sensor for periodic inspection, maintenance, repair, or replacement. I will also provide access for occasional brief tours of the PM2.5 sensor, which will be led by SCS Engineers and ICAPCD. I understand that SCS Engineers and Imperial County Air Pollution Control District will coordinate for these brief tours of the PM2.5 sensor.
- I will notify SCS Engineers staff immediately if I observe any type of equipment malfunction, installation problems, potential weather damage, vandalism, or theft of the PM2.5 sensor. I understand I am not responsible for any damage or theft.
- I understand that I shall not tamper with the PM2.5 sensor in any manner.
- I understand I will not be deemed responsible and liable for any damage, loss, or injury of any kind or nature, to any ICAPCD or SCS Engineers personnel or property, caused by or resulting from or in connection with the installation and maintenance of the PM2.5 sensor, unless caused by or resulting from any negligent act or action on my part.

I acknowledge that I have been advised and understand that:

- The purpose of installing the PM2.5 sensor is to collect and report air quality data to SCS Engineers and ICAPCD for the purposes of air monitoring along the New River.
- SCS Engineers may inspect the PM2.5 sensor with advanced notice.
- The County of Imperial and Imperial County Air Pollution Control District staff are not required to provide any personal information.
- This agreement is voluntary and will be extended if needed.
- I may stop participating at any time. If I end my participation, I will provide a minimum thirty (30) days-notice to ICAPCD and SCS Engineers who will be required to remove all equipment and electrical connections.
- I acknowledge that I am at least 21 years of age.



- SCS Engineers will hold me harmless and will be responsible for all loss or liability that results from installation or use of the PM2.5 sensor, except to the extent resulting from my gross negligence or willful misconduct.

Contractor and ICAPCD agree to the following conditions:

- SCS Engineers will check-in with the Imperial County Air Pollution Control District prior to accessing the PM2.5 sensor for periodic inspection, maintenance, repair, or replacement.
- SCS Engineers will communicate and report with the Imperial County Air Pollution Control District's Project Manager once the periodic inspection, maintenance, repair, or replacement is completed.

Date: _____

Name: _____

Signature: _____

Street Address: _____

Telephone: _____

E-Mail: _____

Additional Information

Property Type:

School
 Residence
 Business

Other (please describe):

PARK

Affiliation with Property:

Property Owner
 Property Owner Representative
 Renter

Other (please describe):

Monitoring Site (name as it will be publicly displayed):

VOLUNTEER PARK

Imperial County Air Pollution Control

Date: _____

Name (Printed): _____

Signature: _____

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City of Brawley

City Council
January 20, 2026
Agenda Item No 4d



4d STAFF REPORT

To: City Council
From: Sylvia Vizcarra, Human Resources Administrator
Prepared by: Sylvia Vizcarra, Human Resources Administrator
Subject: **Amendment to the 2026 Calendar – June Meeting Dates**

RECOMMENDATION:

Approve an amended 2026 Calendar to correct the June 2026 meeting dates and rescind the previously approved June meeting dates.

BACKGROUND INFORMATION:

On December 16, 2025, the City Council approved the 2026 Calendar. After approval, staff identified an error in the scheduled meeting dates for June 2026.

The originally approved calendar reflected incorrect meeting dates for the month of June. To ensure accuracy and provide clarity for the Council, staff, and the public, an amended calendar is being presented for Council consideration that reflects the correct June 2026 meeting dates. All other meeting dates previously approved remain unchanged.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ALTERNATIVES:

Decline to approve the amended calendar and retain the previously approved June 2026 meeting dates.

ATTACHMENTS:

1. 2026 Calendar

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Rebecca Terrazas-Baxter, City Manager
Silvia Luna, Finance Director

Status – Date of Status
Approved - 1/15/2026
Approved - 1/15/2026

City of Brawley 2026



4d 1 Notes

January						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
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28	29	30				

July						
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26	27	28	29	30	31	

August						
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23	24	25	26	27	28	29
30	31					

September						
Su	M	Tu	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	M	Tu	W	Th	F	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Regular Scheduled Holidays

Jan 01	New Year's Day
Jan 19	Martin Luther King Jr. Day
Feb 16	President's Day
May 25	Memorial Day
Jul 03	Independence Day
Sep 07	Labor Day
Nov 11	Veterans Day
Nov 26	Thanksgiving Day
Nov 27	Day after Thanksgiving
Dec 24	Christmas Eve
Dec 25	Christmas Day
Dec 31	New Year's Eve
Jan 01	New Year's Day 2027

Pay Day

Council Meetings

Holidays noted are not for all employees

Refer to your MOU for more information



STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: **Potential Action to Approve Contract with Interwest Consulting Group Inc. for On-call Plan Review Services**

RECOMMENDATION:

City staff recommends the approval of the contract agreement with Interwest Consulting Group. This is to obtain a third-party review service for a period of one year and authorize the Development Services Director to execute the agreement.

BACKGROUND INFORMATION:

Since April 1, 2012, the City has been assisted with plan review services by Interwest Consulting Group, Inc., formerly known as EsGil Consulting. These services have supported the Building Division during periods of increased workload and for specialized project reviews.

Interwest has recently requested that the City formalize this long-standing working relationship through a professional services agreement in order to continue providing plan review services. The consultant primarily assists the City with commercial and industrial development projects, but also provides support for residential plan reviews when City staff capacity is limited. The City routinely enters into contracts with consultants and contractors to support specialized or supplemental services. This approach is standard practice within the industry and ensures that services are delivered under clearly defined, mutually agreed-upon terms that protect both the City and the consultant.

Approximately 10 percent of the plan reviews conducted by the Building Division are outsourced to consultants. Currently, access to these consulting services is managed through the Building Division within the Development Services Department. In this Fiscal Year, the Building Division budgeted \$16,000 for these technical services.

Since the City expects to continue using this consultant, the terms of the agreement are proposed for 12 months with automatic renewal each year unless it is terminated by either party.

The proposed agreement does not introduce additional fees, alter existing workflows, or expand the scope of services currently provided. Based on the City's long-standing use of these services and the operational benefits of maintaining a contractual relationship, Development Services staff recommends that the City Council approve a professional services agreement with Interwest Consulting Group, Inc.

FISCAL IMPACT:

The Planning Department has allocated \$16,000 within the Technical Services budget to fund plan-checking consulting services. Sufficient funds are available in the current fiscal year budget; therefore, this action will have no impact on the General Fund.

4e

ALTERNATIVES:

If the City does not enter into an agreement with Interwest, the City would still need consultant support to manage plan review tasks during periods of high demand or limited staff availability.

ATTACHMENTS:

1. Professional Services Agreement

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Status – Date of Status

Silvia Luna, Finance Director

Approved - 1/15/2026

Rebecca Terrazas-Baxter, City Manager

Approved - 1/15/2026

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BRAWLEY AND INTERWEST CONSULTING GROUP, INC

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Brawley, ("Municipality") and Interwest Consulting Group, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services & Fees, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with State of California Building Standards Code; California Code of Regulations, Title 24; all model codes and laws, including all applicable amendments and ordinances adopted by Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. NOT-TO-EXCEED COMPENSATION

As compensation for performance of Services under this Agreement, Municipality will pay Consultant for work performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed Sixteen Thousand Dollars (\$16,000.00) annually.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials as reasonably required to perform Services.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with

Consultant. Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions,

executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANT'S MINIMUM REQUIRED INSURANCE COVERAGE UNDER THIS AGREEMENT (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to

Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto. all work product deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such deliverables in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 14, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Oscar Escalante, Interim Building Official City of Brawley, CA 383 Main Street Brawley, California 92227 Email: oescalante@brawley-ca.gov	David Kniff, Director, Building Plan Review Interwest Consulting Group, Inc. 1 Jenner, Suite 160 Irvine, CA 92618 Email: dkniff@esgil.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of California, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Eric Pendley

Eric Pendley, VP of Operations
Interwest Consulting Group, Inc.

11/14/2025

Date

Signature

Date

Name and Title
City of Brawley

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES & FEE SCHEDULE

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“See attachment”



BUILDING PLAN REVIEW SERVICES

All plans examination services will be performed by a licensed Civil or Structural Engineer, and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.



Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

Technical Capabilities in Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.



Non-Structural Life Safety

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to

complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum

Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements for Existing Building

Mechanical, Plumbing & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application California Mechanical, Plumbing, Electrical, Energy and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments or ordinance

Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce

California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO₂ emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Access Compliance – CASp Review

All of Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client's expectations and needs. We work collaboratively with our clients to resolve plan review and inspection related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.



Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code 'interpretation,' hardship and code changes.

Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.

OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD certified inspectors available on an as-needed basis.

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official, or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information

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to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.



Special Projects

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule.

Our staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City a clear, concise and thorough document from which clients, designers, contractors and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review issues have been resolved, Interwest will provide two complete sets of all final documents annotated as "reviewed" to the City for final approval.

Maximum Turnaround Times

We consistently complete 99% of our customers' plan review times on schedule Statewide for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City's request.

TYPE OF JOB	MAXIMUM TURN AROUND TIME FIRST CHECK	TURNAROUND TIME RE-CHECK
RESIDENTIAL (Single family dwellings, ADUs, Duplexes)		
New Construction	10 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days
Remodel	10 Business Days	5 Business Days
Solar or ESS Systems	3 Business Days	3 Business Days
MULTI-FAMILY (Condos, Apartments, Townhomes)		
Large or complex projects (greater than 10,000 SF or 10 units)	15 Business Days or negotiated	10 Business Days or negotiated

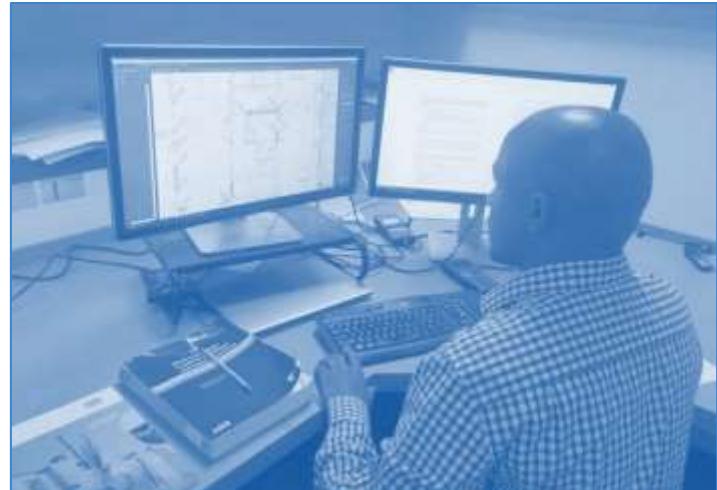
New Construction	10 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days
Remodel	10 Business Days	5 Business Days
Solar or ESS Systems	5 Business Days	5 Business Days
NON-RESIDENTIAL (Commercial)		
Large or complex projects (greater than 10,000 SF)	15 Business Days or negotiated	10 Business Days or negotiated
New Construction	10 Business Days	5 Business Days
Addition	10 Business Days	5 Business Days
Remodel (Tenant Improvement)	10 Business Days	5 Business Days
Solar or ESS Systems	5 Business Days	5 Business Days

For the purposes of measuring plan check performance, the business days specified above exclude the day the contractor receives the plans from the client but includes the day the contractor completes the initial plan check. Business days do not include Saturdays, Sundays or jurisdiction holidays.

Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check to your department. We are familiar with many electronic plan review platforms.

More and more jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate and timely plan reviews.



On-Site Consultant Services & Meeting Attendance

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service.

Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, e-mails and faxes will be responded to as quickly as possible, always within 24 hours.

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Plan Review Tracking Methods & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.



Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

Fee Schedule

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

CLASSIFICATION	HOURLY BILLING RATE
Building Safety Services	
Remote Certified Building Official.....	170
Remote Deputy Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	165
Supervising Structural Engineer	210
Senior Structural Engineer	195
Senior Plans Examiner.....	150
CASp.....	145
Remote Senior Inspector.....	160
Remote Inspector III.....	130
Remote Inspector II.....	120
Remote Inspector I.....	105
Remote Permit Technician.....	85
Fire Protection Engineer	170
Senior Fire Plans Examiner.....	140
Fire Plans Examiner	130
ICC Building Plans Examiner	130

Miscellaneous

Hourly Reviews

- For the building department plan review services as identified in this proposal, Interwest proposes plan review services on an hourly basis (per submittal) using the rates in the Schedule of Hourly Billing Rates outlined on the following page.
- The minimum Plan Review fee for any proposed project shall be 1.5 hours.
- Restamp reviews of a project will be provided for a \$150 fee. Restamp includes review of project documents due to corrections from other city departments after Building has already been approved/completed review.
- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects have been approved, reviews will be assessed on an hourly basis (per submittal) utilizing the Schedule of Hourly Billing Rates provided.
- For the review of revisions to previously approved drawings, reviews will be assessed on an hourly basis (per submittal) utilizing the Schedule of Hourly Billing Rates provided.
- Rechecks due to significant design changes after the review has been approved/completed will be assessed on an hourly basis (per submittal) utilizing the Schedule of Hourly Billing Rates provided.

- Projects requiring additional inspections, additional re-inspection or additional plan check of revised plans shall be determined using the current preferred hourly rate established by Interwest. (one-hour minimum).
- This hourly rate does not include fire plan check services, engineering/grading plan review services, or subconsultant services, which can be added to the service and will be charged at the current Interwest hourly rates.

Expedited Fees

- Expedited plan reviews will be provided at a rate of 150% of the fees stated and will be completed in one-half the timeframes proposed for non-expedited plan reviews. Expedited plan reviews should be requested prior to the initial submittal and will apply to each review cycle up to completion.

Code Consultation

- Interwest Consulting Group will, at the Client's request, assist with code interpretations, alternate materials, design and construction methods, equipment reviews, flood hazard determinations, code modifications, research reports, peer reviews, and related services for any project with a current plan review or permit number, working collaboratively with city staff on unique or specific code items. These services will be provided at no additional cost under full-service contracts that include a building official; otherwise, they will be billed at the preferred hourly rate of the assigned staff member.
- For projects or services without a current plan review or permit number including, but not limited to, reinspection's after final, code enforcement support, plan change code review, and preliminary or discretionary reviews, etc., charges will apply at the standard hourly rate of the Interwest staff performing the service.



City Council
January 20, 2026
Agenda Item No 5a

STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: **Potential Action to Authorize a Reimbursement Agreement Between The Dunes Development and the City of Brawley for Right-of-Way Improvements**

RECOMMENDATION:

Consistent with standard development practices and City policy, staff recommends approval of the Reimbursement Agreement to allow The Dunes Development to recover eligible infrastructure costs that will benefit other property owners, while ensuring equitable cost sharing as this portion of the Luckey Ranch subdivision is developed.

BACKGROUND INFORMATION:

The Dunes Development, a portion of the Luckey Ranch subdivision, comprises Lots 320 through 366, which are owned by the project developer and are designated for single-family residential use. Lots 347 and 348 within the project area are owned by a separate property owner.

As a condition of development approval, The Dunes Development is required to construct public right-of-way improvements along portions of Lindburgh Court, Lexington Street, and Seabolt Drive prior to the issuance of certificates of occupancy. These improvements include, but are not limited to, off-site curb, gutter, sidewalk, driveway, and roadway improvements; pressure testing of all water and sewer lines; installation of new water meter boxes and valves; and testing of all water infrastructure.

The total estimated cost of the required improvements is approximately \$2,149,137.80. The proposed Reimbursement Agreement would enable the Developer to recover a portion of these costs, which are attributable to improvements that benefit properties not owned by the Developer. The Agreement also provides a mechanism for the City to ensure that all benefited parcels contribute a proportional and equitable share of the infrastructure costs.

Based on the total project cost and the number of equivalent dwelling units (EDUs) benefiting from the improvements, the fair-share reimbursement amount is calculated at \$49,979.94 per EDU. Prior to the issuance of the first construction permit for any development on a benefited parcel, the City shall collect the applicable fair-share reimbursement amount, plus accrued interest, and remit payment to the Developer in accordance with the terms of the Agreement. The Agreement further outlines payment procedures, timing, and enforcement provisions.

The City and Developers have implemented similar agreements in the past, such as with San Pedro LLC at the Luckey Ranch development in October 2022, which encompassed multiple lots (Lots 2-7, 437-476, 497-516) at Unit 1.

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FISCAL IMPACT:

Approval of this item has no immediate fiscal impact to the General Fund. The City is not required to advance funds, and reimbursement to the Developer will occur only from fair-share payments collected from benefitted parcels at the time of permit issuance. The City will retain a three percent (3%) administrative fee on all amounts collected. If development does not occur, the City has no financial obligation under the Agreement.

ALTERNATIVES:

The City may choose to decline the terms of the agreement.

ATTACHMENTS:

1. Reimbursement Agreement
2. Reimbursement Agreement Map
3. Required Improvements
4. Construction Estimate

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

Staff, Title or Consultant, Agency

Romualdo Medina, Public Works Director, , City of Brawley

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 1/15/2026

Approved - 1/15/2026

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Above Space for Recorder's Use

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2025, by and between the CITY OF BRAWLEY, a municipal corporation of the State of California ("City"), and The Dunes Brawley, LLC, a California limited liability company, hereinafter referred to as "Developer." ("Developer").

RECITALS

WHEREAS, Developer owns certain real property in the City of Brawley, California, described as Lots 320 through 366, inclusive of Luckey Ranch Residential Subdivision Unit No. 1, in the City of Brawley, County of Imperial, State of California, according to map on file in Book 25, Page 76 through 83 of Final Maps, in the office of the County Recorder of Imperial County. And amendment by a Certificate of Correction recorded January 11, 2012 as Instrument No. 2012-000646 of Official Records, (collectively, the "Property"); and

WHEREAS, as a condition to development of the Property the City has required Developer to demolish the existing curb, gutter, sidewalk and asphalt roadway systems as they have all deteriorated below city standards. Developer will construct new off site curb, gutter, sidewalks, Driveways, road improvements, pressure test all water and sewer pipes,

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install new water meter boxes, install new water meter valves and Chlorinate and test all water lines.("Project"); and

WHEREAS, City has accepted the offer of dedication of the Project upon its completion; and

WHEREAS, the parties hereto acknowledge that the Project will complete improvements for the entire block and will benefit properties that are owned by other entities. These properties will have their road improvements and all other required repairs completed at no cost to them, including, the properties described as Lots 347 & 348 of Luckey Ranch Residential Subdivision, Unit No. 1, in the City of Brawley, County of Imperial, State of California, according to Map on File in Book 25, Pages 76 through 83 of Final Maps, in the office of the County Recorder of Imperial County. And amendment by Certificate of Correction recorded January 11, 2012 as Instrument No. 2012-000646 of Official Records, (collectively, the "**Benefitted Parcels**"); and

WHEREAS, the purpose of this Agreement is to set forth the manner in which Developer will be reimbursed for costs associated with installation of the Project which benefits other development; and

WHEREAS, it is contemplated that the City will require all Benefitted Parcels to reimburse Developer for a fair share of costs associated with construction of the Project;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The recitals hereto are correct and incorporated herein by reference and made a part of this Agreement for all purposes.

2. Benefitted Parcels. For the purposes of this Agreement, there are 43 equivalent dwelling units (each an "EDU") within the Benefitted Parcels that are benefitted by the Project.

3. Cost of Project Eligible for Reimbursement. The portion of the total costs associated with construction of the Project which are eligible for reimbursement is \$2,149,137.8 ("Eligible Cost").

4. Reimbursement Amount. The dollar amount per EDU to be reimbursed to Developer is \$49,979.94 ("Fair Share Reimbursement"). Total reimbursement to Developer shall not exceed the Eligible Cost set forth in Section 3 above, plus interest. Interest shall commence as of the date of approval of this Agreement by the City Council. Commencing one year from the date of this Agreement, and annually thereafter for the ensuing year, unpaid reimbursement shall be subject to adjustment commensurate with the Wallstreet Journal Prime rate on such annual date, plus one percent (1%). Developer acknowledges and agrees that its actual reimbursement may be less than the Eligible Cost.

5. Payment. Prior to the issuance of the first construction permit for any project in a Benefitted Parcel, the City shall collect payment of the applicable Fair Share Reimbursement, plus accrued interest. The City shall remit all such monies collected to Developer on a quarterly basis less a three percent (3%) administrative collections fee. Any reimbursement paid to Developer in accordance with this Agreement shall be considered reimbursement for those costs that are normally borne by the public in accordance with California Labor Code section 1720(c)(3).

6. Term. This Agreement shall remain in effect and be binding until the date which is thirty (30) years after the date this Agreement is approved by the City Council, or until Developer has received full reimbursement plus interest, whichever occurs first.

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7. Applicable Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of California.

8. Disputes. The parties agree that any litigation arising out of this Agreement shall be filed and maintained until conclusion in the Superior Court of Imperial County, California.

9. Binding Agreement. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. No Partnership. Nothing in this Agreement shall be interpreted as creating any form of partnership, joint venture, or other relationship between the parties with reference to the ownership, design, development, financing, or other operations or uses proposed for the subject Project.

11. No Public Work. Nothing in this Agreement shall be interpreted as a finding by the City that the Project is public work, and nothing contained herein shall otherwise be interpreted to cause the Project to be determined a public work within the scope of California Labor Code section 1720, et seq.

12. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the date hereof, as may be reasonably requested by the other party to consummate the transactions contemplated by this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

[SIGNATURE PAGES FOLLOW]

5a.1

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement as of the date first set forth above.

DEVELOPER:

The Dunes Brawley, LLC
a California limited liability company

By: _____

Name: _____

Title: _____

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 _____ before me, _____, Notary Public, personally appeared Douglas E. Barnhart, who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

5a.1

Notary Public

5a.1

CITY:

CITY OF Brawley, a municipal corporation
of the State of California

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Clerk

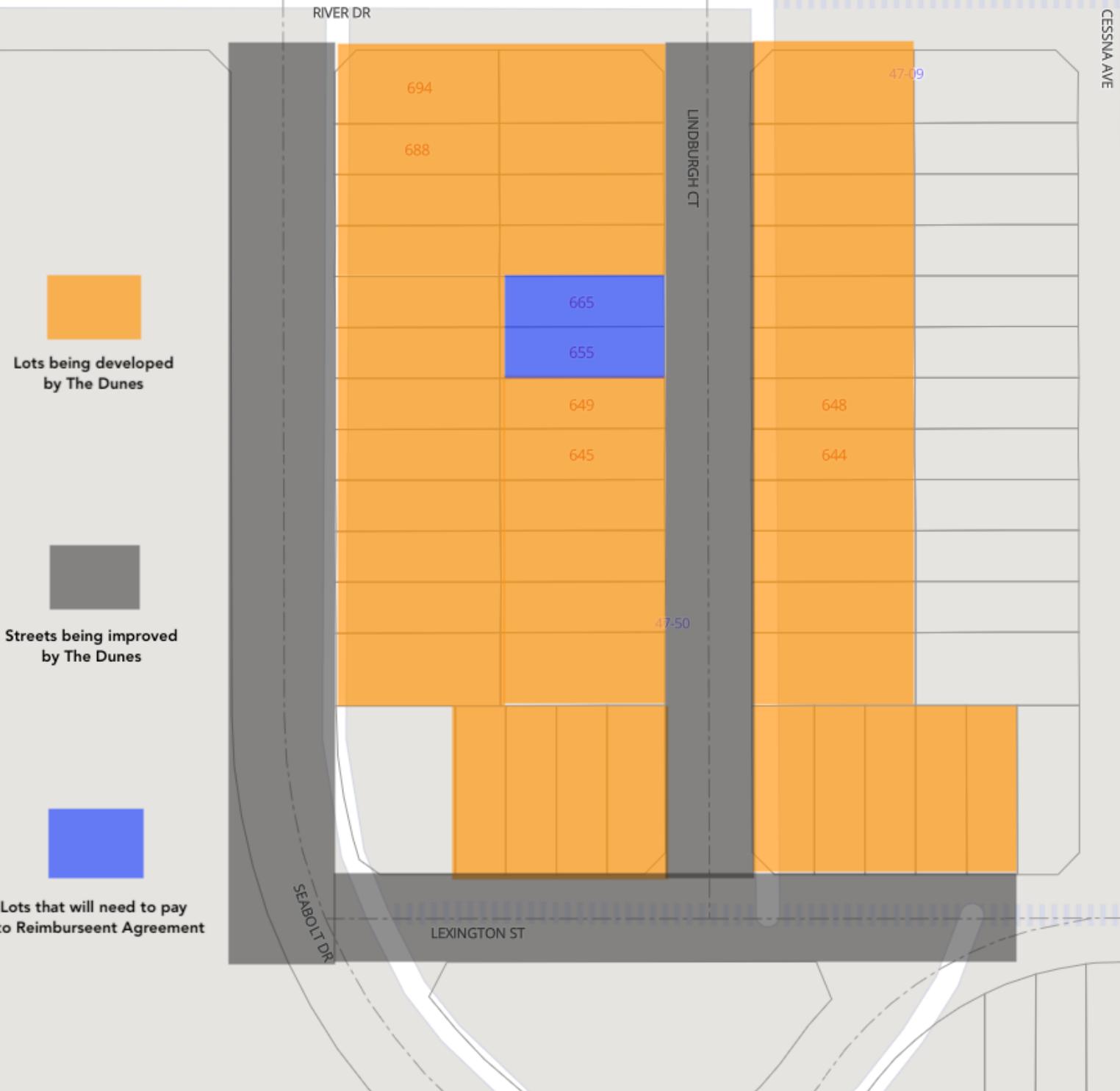
5a.1

5a.1

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1727 1731 1735

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REQUIRED IMPROVEMENTS FOR
EVALUATION OF EXISTING FACILITIES
LUKEY RANCH SUBDIVISION

5a.3

All work shall be performed in accordance with the approved improvement plans for the project named "Plans for Grading & Improvements Luckey Ranch Subdivision", 63 sheets and revisions signed by Yazmin Arellano, City Engineer on 9/14/2006, Luckey Ranch Subdivision Best Road (Revised), 8 sheets and revisions signed by Yazmin Arellano, City Engineer on 1/22/2007, Luckey Ranch Subdivision Best Road (Revised Striping Plan), 1 sheet and revisions signed by Yazmin Arellano, City Engineer on 10/19/2007 ("Approved Plans")

TECHNICAL SPECIFICATIONS

SPECIFICATIONS. Testing and improvements shall be performed per the City of Brawley specifications, Caltrans Standard Specifications latest edition, Green Book latest edition, and MUTCD (CA) latest edition.

A. Existing Water Infrastructure. Existing pipelines, fire hydrant assemblies, water services up to the angle meter stop and blowoff assemblies shall be pressure tested and chlorinated. All the streets with existing water pipelines shall be tested unless is specified otherwise; if required by the City Engineer, subdivider/developer shall test other sections of water pipeline even though the pipeline is in service. Individual pressure, leakage, and chlorination tests shall be conducted on the water pipeline and water facility appurtenances. The pipeline contractor working for the subdivider/developer shall make every effort possible to avoid damage to existing improvements during the course of the testing and chlorination. The pipeline contractor shall be responsible for any damage incurred to new or existing facilities. The pipeline contractor shall replace any damaged facilities with new facilities. The pipeline contractor shall flush the main pipelines, fire hydrant services, and water services to the satisfaction of the City Engineer prior to initiating the chlorination and disinfection of the pipeline. The existing water pipelines shall be hydrostatically tested prior to the chlorination and disinfection of the pipeline. The pipelines shall be filled with water and hydrostatically pressure tested conform to the requirements of AWWA C900-2016. All fire hydrant assemblies up to and including the fire hydrant shall be tested. The water service pipelines shall be hydrostatically tested from the pipeline to the new angle meter stops. Sampling/blowoff assemblies shall be hydrostatically tested from the pipeline to the sampling/blowoff assembly fitting.

Upon the successful completion of the hydrostatic test, the existing water pipeline shall be completely flushed at each hydrant, blowoff, or service pipeline. It shall be necessary to install sampling/blowoff assemblies at the extremities of each pipe section to allow the chlorinated water to be dispersed throughout the watermain section. After flushing is completed, the pipeline

shall be chlorinated in accordance with AWWA C-651. If the bacteriological tests prove positive, the chlorination procedure shall be repeated until satisfactory test results are received. The bacteriological results shall be forwarded to the engineer for evaluation and approval prior to placing the watermain sections in service. The contractor shall be responsible for all expenses relative to the chlorination and disinfection of the pipeline. Any other tests required to be conducted by the State of California Department of Health Services shall be performed at the expense of the subdivider/developer prior to placing the pipeline in service.

In case of test failure, the contractor shall propose a method of repair or replacement of infrastructure and the City shall review and approve or reject such proposal. The contractor shall be responsible to repair or replace any improvements damaged by the repairs or replacements.

Install missing fire hydrants devices to make them operational. Install missing water meters. Repair existing water services as required by field conditions according to City Standards.

B. Existing Sanitary Sewer and Stormwater Sewer infrastructure. The Subdivider/Developer shall perform CCTV inspection to evaluate the conditions of the existing sewers.

The subdivider/developer shall leak test 100% of the sanitary sewer lines and stormwater sewer lines installed in accordance with the section 306-7.8 Gravity Pipeline Testing of the "Greenbook" Standard Specifications for Public Works Construction Latest Edition. The cost of repairs or corrections necessary to conform to the testing requirements will be borne by the subdivider/developer at no cost to the City of Brawley. Testing will be accomplished by the means of "low pressure air testing." Air testing shall include the lateral services. Tests may be conducted by the contractor or an independent testing firm. However, acceptance tests shall be made only in the presence of the City Engineer. Subdivider/Developer may use CCTV to help in determine the sections with problems if tests fail, however additional tests may be required if deemed necessary due to the tests did not provide an accurate conclusion on the problems. After the repairs and cleanup are performed the contractor shall

7.5/10

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CCTV the pipelines to ensure there are no additional problems not detected by the leakage tests.

Repair existing sewer services as required by field conditions according to City Standards.

Leak testing for Sanitary Sewer and Stormwater Manholes.

The subdivider/developer shall leak test 100% of the sanitary sewer and stormwater manholes installed for this project.

The subdivider/developer shall test all manholes using the following test procedure:

The subdivider/developer shall fill the manhole with water and allow the interior surfaces of the manhole to soak for four (4) hours. The leak test shall then commence. Water tightness testing shall consist of filling the manhole with water to an established level. The subdivider/developer shall ensure that the drop in water level does not exceed 0.001 of the total manhole volume in one (1) hour.

Additional testing.

The City of Brawley reserves the right to visually inspect the interior of the sanitary or stormwater sewer line using a television camera. Any defects in the pipe or construction methods revealed shall be corrected by the subdivider/developer at no additional cost to the City of Brawley.

The subdivider/developer shall pay for CCTV inspections completed by the City of Brawley. Any additional inspection(s) or corrective work required, due to pipe deficiencies identified by the CCTV inspection, shall be paid for by the subdivider/developer.

In case of test failure, the contractor shall propose a method of repair or replacement of infrastructure and the City shall review and approve or reject such proposal. The contractor shall be responsible to repair or replace any improvements damaged by the repairs or replacements.

Sanitary Sewer Manholes Coating

Polyurethane and Epoxy Protective Lining System. The lining material shall be a two-component, 100% solid, non-solvent hybrid polyurethane coating (no rigid epoxy coatings will be allowed) with a shore "D" hardness of 57 at 77 degrees Fahrenheit, such as Sancon 100 as manufactured by Sancon Engineering, Huntington Beach, CA, Zebron #386 as manufactured by Zebron Corporation, CA, Utilithane 1600 or equal. The material shall be the high-build type capable of application thickness, as specified, without runs or sags, and

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shall be capable of passing ASTM D-1737 for flexibility, using cylinder mandrel of 0.5 inch (12.7 millimeter). The flash point of the fluid mixture shall be 450 degrees Fahrenheit open Zahn cup.

The coating material shall meet the following resistive specifications:

<u>Solution</u>	<u>Concentration</u>
Acetic Acid	5%
Sulfuric Acid	20%
Sodium Hydroxide	5%
Ammonium Hydroxide	5%
Nitric Acid	1%
Ferric Acid	1%
Soap	0.1%
Detergent (Linear Alkyl Benzyl Sulfonite or LAS)	0.1%
Bacteriological	BOD not less than 700 PPM
Petroleum Oils and Greases	N/A
Vegetable and Animal Oils	N/A

* Volumetric percentages of concentrated C.P. grade reagents.

The material shall have evidence of passing the "Pickle Jar Test" as is noted in section 207-15.3 Chemical Resistance, in the Greenbook. The color shall be white or cream. The complete coating shall be impermeable to sewer gases and liquids and nonconductive to bacterial or fungus growth. The lining shall be capable of repair at any time during its life.

A spark test shall be performed on each installation per GREENBOOK section 500-2. The minimum voltage shall be set at 15,000 volts.

Repair/replace existing sewer cleanouts as required by field conditions according to City Standards.

C. Curbs, Gutters, Sidewalks, Driveways, Handicap Ramps and Cross Gutters.
Subdivider/developer shall remove, replace or repair any deficient or non ADA compliant sidewalk, driveway, curb and gutter, handicap ramp, and cross gutter. Water flow test and any other standard means will be used to help to determine concrete slope deficiencies. In case of test failure, the contractor shall propose a method of repair or replacement of infrastructure and the City shall review and approve or reject such proposal. The contractor shall be responsible to repair or replace any improvements damaged by the repairs or replacements.

For the replacement of broken or failed concrete or as shown on the plans, or other unsatisfactory portions of the existing curb and gutter shall be removed and replaced in conformance with the City of Brawley Standard Detail. The work under this item shall include saw-cutting, removal of existing concrete curb and gutter, removal of adjoining 2-foot width of asphalt, form work, new

concrete curb and gutter (match existing curb height and gutter pan width), and 6-inches of class II base beneath the curb and gutter per City of Brawley Standards. The perimeter of all repairs shall be saw cut minimum 6-inches deep. Repair locations for concrete curb and gutter shall be determined in the field by the City's Project Engineer at the time of construction.

Remove and Replace Curb and Gutter, sidewalk, driveways, handicap ramps, and cross gutters shall be conforming Section 90-10 "Minor Concrete" and Section 73, "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications and shall be ADA compliance. Concrete shall have a compressive strength of not less than 4500 psi. The work shall include furnishing all labor, materials, equipment, tools, and incidentals for doing all the work, including, but not limited to, the following:

- Concrete curb and gutter as shown on plans (match existing curb height and gutter pan width)
- Construction Staking
- Preparation of 12" subgrade: excavation, backfill, and compaction to 90%
- 6" of class II base, delivered, installed, and compacted to 95%
- Installing and removing Formwork
- 4" of asphalt concrete as needed
- Shoulder backing to the lines and grade shown on typical section (according to section 19, "Earthwork")
- Pouring, finishing and curing concrete
- Saw cut plane joints
- Expansion joints and sealant
- Hauling away spoil pile

D. Asphalt Concrete Pavement. Subdivider/Developer shall hire a qualified and neutral Engineering or Geotechnical firm to evaluate the conditions of existing pavement structural section and propose an appropriate repair or replacement. The City will independently validate the proposal either by the City Engineer or contracting the Professional Services of an Engineering or Geotechnical firm to review the proposed recommendations. Once the repair method is agreed, the Subdivider/Developer will proceed with the repair or replacement recommendation. Install striping after the proposed asphalt concrete repair has been performed, after asphalt replacement or whenever the striping is faded. Striping shall be conforming Section 84, "Traffic Stripes and Pavement Markings", and Section 85, "Pavement Markers" of the Caltrans Standard Specifications, except that Section 84-2.03C Sprayable Thermoplastic will not be allowed.

E. Signage. Existing signs faded, stained, bended, damaged, lose, or without required retro reflectivity, or any other defect shall be repaired or replaced to meet City's standard specifications.

F. Dry Utilities. Subdivider/Developer will inspect existing electrical conduits and wiring for street lights and will repair broken dry utilities conduits and place pull strings in lines to assure no clogs exist. In case of test failure, the contractor shall propose a method of repair or replacement of infrastructure and the City shall review and approve or reject such proposal. The contractor shall be responsible to repair or replace any improvements damaged by the repairs or replacements. Subdivider/Developer shall be responsible to coordinate with the IID to ensure that there is adequate electrical service for the new homes to be built and provide the City with a letter from the IID stating such.

Other dry utilities (i.e. telephone, cable, gas): -

Subdivider/Developer shall be responsible to demonstrate that all applicable underground conduit, vaults for all other dry utilities (telephone, cable, gas) required to service all lots are completed and in good condition to operate.

Subdivider/Developer shall be responsible to coordinate with the applicable agencies to ensure that all telephone, internet, cable, and gas is available for immediate use by new owners.

G. Sewage lift station. Sewage lift station shall be improved per the approved plans at the beginning of the construction activities. The lift station construction shall start at the beginning of the construction activities and shall fully operational prior to obtain the first Certificate of Occupancy. Developer shall be responsible for the operation and maintenance of the sewage lift station until the all improvements are complete and the City accepts the subdivision.

H. Stormwater lift station and retention basin. Stormwater lift station and retention basin shall be improved per the approved plans at the beginning of the construction activities. The lift station construction shall start at the beginning of the construction activities and shall fully operational prior to obtain the 16th Certificate of Occupancy. Retention basin shall be cleaned up, weed and debris removed, and re-graded at the beginning of construction activities. Retention basin shall be landscaped at minimum with weed filter fabric and ¾-inch rock, 6-inch thick to achieve APCD dust control measures and prevent erosion of slopes. This shall be subject to City's approval. Landscaping plans with xeriscape plants shall be submitted to the City for review and approval. Developer shall be responsible for the operation and maintenance of the stormwater lift station until the all improvements are complete and the City accepts the subdivision

I. SWPPP/WDID No. A SWPPP (hard copies in a notebook binder and a pdf copy) with a WDID No. and NOI shall be submitted to the City of Brawley prior to the commencement of any construction activities. A final SWPPP with Inspection Reports, Annual Reports, NOT, etc. shall be provided to the City of Brawley at time of completion.

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- J. Fencing. Subdivider/Developer shall install protective fencing to prevent general public access to construction areas.
- K. As-Built Plans. As-Built information shall be maintained and As-Built Plans shall be prepared during the construction activities. At the end of the construction activities, the Developer shall submit Final As-Built Plans for Onsite and Offsite Improvements, prepared, signed and stamped by a registered professional engineer. Any changes to the design grades shall be illustrated on the as-built plans, especially the revised grades and slopes to the ADA compliant facilities.
- L. Maintenance of Facilities. Maintenance provisions shall include but not limited to the following facilities:
 - Onsite storm drainage facilities (including Housekeeping for mosquito abatement);
 - Sewage Lift Station
 - Traffic control
 - Dust control
 - Landscaping

5a.3

HOURLY RATES & FEE SCHEDULE

AS OF JANUARY 2022

	<u>HOURLY RATE</u>	<u>PREVAILING WAGE</u>
SENIOR ENGINEER	\$ 185.00	
INSPECTOR	\$ 105.00	
PROJECT MANAGER	\$ 135.00	
STAFF ENGINEER	\$140.00	
DESIGNER OFFICE TIME	\$ 105.00	
DRAFTSMAN OFFICE TIME	\$ 95.00	
SURVEY PARTY CHIEF	\$105.00	\$165.00
2 MAN CREW	\$ 180.00	\$ 290.00
3 MAN CREW	\$ 210.00	\$ 355.00
4 MAN CREW	\$ 250.00	
SECRETARIAL	\$ 70.00	

BLUEPRINTS	\$1.55 EACH
FAX TRANSMITTAL	\$0.25 (1ST PAGE), \$0.10 EACH ADDITIONAL PAGE
PHOTOCOPIES	\$0.10 EACH
SHIPPING	\$COST+ 15%

Prices are subject to change without notice.



341 W. CROWN COURT IMPERIAL, CA 92251
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Project Rocket Homes (Improvements)

Job # 2025-018

Date: July 25, 2025

5a.4

PLANS AND ENGINEERING		
Architectural Services		
10010	Design	\$ -
10020	Drafting	\$ 10,000.00
10030	Rendering	\$ -
10040	Permit Processing	\$ 1,000.00
10050	Post Permit Drafting	\$ -
10060	Project Manager	\$ 20,000.00
10070	Sales	\$ -
Consultants		
11010	Geotechnical Engineering	\$ -
11020	Foundation Engineering	\$ -
11030	Structural Engineering	\$ -
11040	Offsite Engineering	\$ -
11050	OnSite Engineering	\$ -
11060	Metal Building Engineering	\$ -
11070	SWPPP Report	\$ 10,180.00
12010	Architect	\$ -
12020	Interior Design	\$ -
12030	Electrical Design	\$ -
12040	Mechanical Design	\$ -
12050	Plumbing Design	\$ -
12060	Title 24 Energy Compliance	\$ -
12070	Landscape Design	\$ -
12080	Asbestos Survey	\$ 6,000.00
12090	Biological Survey	\$ -
13010	Miscellaneous	\$ -
Total Plans & Engineering		\$ 47,180.00

GENERAL CONDITIONS		
Government Fees		
20000	Mobilization	
20010	Construction Bonds	\$ -
20020	Insurance	\$ -
20030	Impact Fees	\$ -
20040	School Fees	\$ -
20050	Building Permit Fees	\$ -
20060	Power Hookup Fees	\$ -
20070	Encroachment Fees	By Owner
20080	Grading Permit Fees	By Owner
20090	Demo Permit Fees	By Owner
20100	APCD Fees	\$ -
20110	Caltrans Fees	\$ -
20120	Arizona Usage Tax	\$ -

GENERAL CONDITIONS (Cont.)		
Project Management		
21010	Project Manager	\$ 26,250.00
21020	Project Engineer	\$ -
21030	Concrete Division Manager	\$ -
21040	Steel Division Manager	\$ -
21050	Carpentry Division Manager	\$ -
21060	Superintendent	\$ 31,500.00
21070	Clerical	\$ -
21080	Estimating /Bidding	\$ -
21090	General Laborer	\$ -
Temporary Utilities / Site Services		
22010	Temporary Power	\$ -
22020	Temporary Water	\$ 10,000.00
22030	Temporary Phone	\$ -
22040	Sanitation Services	\$ 2,800.00
22050	Dumpsters/Wash Outs	\$ 8,400.00
22060	Construction Cleanup	\$ 2,800.00
22070	Jobsite Security	\$ 7,200.00
22080	Temporary Fence	\$ 12,000.00
22090	Container Rental	\$ -
22100	Equipment Rental	\$ 5,000.00
22110	Job Trailer	\$ -
Quality Control		
23010	QC Testing (Allowance)	\$ 137,790.00
23020	Special Inspector	\$ -
23030	Utility Locate	\$ -
23040	Construction Staking (Allowance)	\$ 90,000.00
23050	BMP Implementation	\$ 12,000.00
23060	QSP Inspections (Allowance)	\$ 6,300.00
23070	Biological Survey	\$ -
Miscellaneous		
24010	Soil Poisoning	\$ -
24020	Subsistence Allowance	\$ -
24030	Safety	\$ -
24040	Dust Control	\$ -
24050	Labor Compliance Consultant	\$ -
27010	Miscellaneous	\$ -
Total General Conditions		\$ 352,040.00



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Project Rocket Homes (Improvements)

Job # 2025-018

Date: July 25, 2025

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OFF SITE IMPROVEMENTS			
30000	Mobilization	\$	15,000.00
Grading & Paving			
30010	Demo (Conc./Asphalt/Grind)	\$	230,350.00
30020	Rough Grading	\$	-
30030	Finish Grading (Curbs W/ Base)	\$	38,500.00
30040	Import/Export	\$	-
30050	Rentention Basin	\$	-
31010	Base	\$	-
31020	Paving	\$	206,314.00
31030	T-Grind	\$	-
31040	Seal Coat	\$	16,076.00
31050	Aggregates	\$	-
31060	Striping & Signage	\$	15,100.00
Concrete			
32010	Curbs	\$	-
32020	Curb & Gutter	\$	113,750.00
32030	Sidewalks	\$	79,757.00
32040	Driveways	\$	357,200.00
32050	ADA Ramps	\$	35,080.00
32060	Swales	\$	-
32070	Concrete General Cost	\$	-
Utilities			
33010	Adjust Wet Utilities Covers	\$	78,845.00
33020	Water/Sewer/Storm Drain Testing	\$	60,000.00
33030	Water	\$	-
33040	Connect Water	\$	-
33050	Fire Hydrants	\$	25,697.26
33060	Storm Drains	\$	-
33070	Connect Storm Drain	\$	-
34010	Electrical	\$	188,870.00
34020	Gas	\$	-
34030	Telephone	\$	-
34040	Cable	\$	-
34050	Street Lights	\$	-
34060	Cal Trans Works	\$	-
34070	Traffic Signals	\$	-
Misc Offsites			
35010	Traffic Control	\$	-
35020	Fencing	\$	-
35030	Landscaping	\$	-
35040	Mailbox	\$	-
36010	Miscellaneous	\$	-
Total Off Site Improvements		\$	1,460,539.26

SITE IMPROVEMENTS			
40000	Mobilization	\$	-
Grading			
40010	Demo	\$	-
40020	Rough Grading	\$	-
40030	Finish Grading	\$	-
40040	Export Native Material	\$	-
40050	Soil Treatment	\$	-
Paving			
41010	Base	\$	-
41020	Paving	\$	-
41030	Seal Coat	\$	-
41040	Access Road	\$	-
41050	Aggregates	\$	-
41060	Asphalt Curbs	\$	-
41070	Parking Bumpers	\$	-
41080	Striping & Signage	\$	-
Site Concrete			
42010	Curbs	\$	-
42020	Curb & Gutter	\$	-
42030	Sidewalks	\$	-
42040	Driveways	\$	-
42050	ADA Ramps	\$	-
42060	Swales	\$	-
42070	Concrete Paving	\$	-
42080	Block Retaining Wall	\$	-
42090	Trash Enclosure	\$	-
42100	Bollards	\$	-
42110	Concrete Signs	\$	-
42120	Scales	\$	-
42130	Docks Ramps	\$	-
42140	Concrete Accessories	\$	-
42150	Concrete General Cost	\$	-
Wet Utilities			
43010	Sewer	\$	-
43020	Septic Systems	\$	-
43030	Grease Interceptor	\$	-
43040	Water	\$	-
43050	Fire Service	\$	-
43060	Fire Hydrants	\$	-
43070	Portable Water Systems	\$	-
43080	Draft Hydrants	\$	-
43090	Storm Drain	\$	-
43100	Storm Drain Pump	\$	-
43110	Storm Drain Seperator	\$	-



DUGGINS
CONSTRUCTION
PARTNERS IN DEVELOPMENT

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Project **Rocket Homes (Improvements)**

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SITE IMPROVEMENTS (Cont.)		
Dry Utilities		
44010	Electrical	\$ -
44020	Light Poles	\$ -
44030	EV Chargers	\$ -
44040	Site Solar	\$ -
44050	Gas	\$ -
44060	Telephone	\$ -
44070	Cable	\$ -
44080	Access Control	\$ -
Landscaping		
45010	Landscaping	\$ -
45020	Signage	\$ -
45030	Monument Sign	\$ -
45040	Shade	\$ -
45050	Site Specialties	\$ -
45060	Outdoor Furniture	\$ -
45070	Bicycle Racks	\$ -
45080	Handrails	\$ -
Fencing		
46010	Gates and Controllers	\$ -
46020	Fencing - Chains Link	\$ -
46030	Mailbox	\$ -
47010	Miscellaneous	\$ -
Total Site Improvements		\$ -

BUILDING		
50000	Mobilization	
Demolition		
50010	HAZMAT Abatement	\$ -
50020	Demolition	\$ -
50030	Soil Treatment	\$ -
Concrete / Masonry		
51010	Masonry	\$ -
51020	Slabs on Grade	\$ -
51030	2nd Floor Decks	\$ -
51040	Vaults	\$ -
51050	Concrete Tiltups	\$ -
51060	Interior Curbs	\$ -
51070	Gyp-Crete	\$ -
51080	Hard Rock	\$ -
51090	Concrete General Cost	\$ -

BUILDING (Cont.)		
MEP		
52010	Plumbing	\$ -
52020	Fire Sprinkler	\$ -
52030	HVAC	\$ -
52040	Electrical	\$ -
52050	Solar	\$ -
52060	Telephone/Data	\$ -
52070	CCTV	\$ -
52080	Alarms	\$ -
52090	Security Cameras	\$ -
52100	Access Control	\$ -
Pre Engineered Building & Metal Work		
53010	Pre Engineered Building	\$ -
53020	Structural Steel	\$ -
53030	Building Erecting	\$ -
53040	Metal Bldg. Accessories & Trims	\$ -
53050	Decorative Metal Panels	\$ -
53060	Flashing	\$ -
53070	Sheet Metal	\$ -
53080	Insulated Panels	\$ -
53090	Car Shades	\$ -
53100	Ornamental Iron	\$ -
53110	Metal Fabrications & Install	\$ -
53120	Stairs & Handrails	\$ -
Building Insulation		
54010	White Vinyl/Simple Saver	\$ -
54020	Rigid Board	\$ -
54030	Insulation	\$ -
54040	Waterproofing	\$ -
54050	Fire Proofing	\$ -
Carpentry		
55010	Rough Lumber	\$ -
55020	Rough Carpentry	\$ -
55030	Finish Lumber	\$ -
55040	Finish Carpentry	\$ -
55050	Rough Hardware	\$ -
55060	Finish Hardware	\$ -
Building Finishes		
56010	Siding	\$ -
56020	Block or Brick Veneer	\$ -
56030	Lath & Plaster	\$ -
56040	Texcote	\$ -
56050	Roofing	\$ -
57010	Drywall	\$ -



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Project Rocket Homes (Improvements)

Job # 2025-018

Date: July 25, 2025

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BUILDING (Cont.)		
Building Finishes		
57020	Paint	\$ -
57030	Floor Covering	\$ -
57040	Wall Paper	\$ -
57050	Wall Specialties	\$ -
57060	Ceilings	\$ -
Cabinets, Doors & Windows		
58010	Cabinets	\$ -
58020	Countertops	\$ -
58030	Doors & Jambs	\$ -
58040	Door Hardware	\$ -
58050	Specialty Doors	\$ -
58060	Overhead Doors	\$ -
58070	Folding Partitions	\$ -
59010	Store Front	\$ -
59020	Windows	\$ -
Specialties		
59030	Bathroom Accessories	\$ -
59040	Fire Extinguishers	\$ -
59050	Dock Equipment	\$ -
59060	Chalk & Tack Boards	\$ -
59070	Indoor Specialties	\$ -
59080	Awnings	\$ -
59090	Mail Boxes	\$ -
59100	Lockers	\$ -
59110	Benches	\$ -
59120	Shelving	\$ -
59130	Flag Pole	\$ -
59140	Crane Equipment	\$ -
59150	Interior Fencing	\$ -
59160	Paint Booth	\$ -
59170	Air and Lube Equipment	\$ -
59180	Building Signage	\$ -
59190	Access Ladders & Hatches	\$ -
59200	Fall Protection	\$ -
59210	Freezer/Coldroom Accessories	\$ -

BUILDING (Cont.)		
Interior Furnishing & Equipment		
59220	Elevators	\$ -
59230	Furniture	\$ -
59240	Blinds and Curtains	\$ -
59250	Appliances	\$ -
59260	Mechanical Equipment	\$ -
59270	Recreational Equipment	\$ -
59280	Automation	\$ -
59290	Miscellaneous	\$ -
Total Building		\$ -

ESTIMATE SUMMARY		
Plans & Engineering	\$	47,180.00
General Conditions	\$	352,040.00
Off Site Improvements	\$	1,460,539.26
Site Improvements	\$	-
Building	\$	-
Sub Total	\$	1,859,759.26

Overhead and Fee		
80020	General Overhead - 8%	\$ 148,780.74
80030	Fee - 7%	\$ 140,597.80
Total Estimate	\$	2,149,137.80

To the best of my knowledge and belief, I certify that all items, quantities, and prices of work and materials shown above are correct.

Duggins Construction, Inc. (Contractor)

Quotation prepared by: _____

Date: _____

Accepted by: _____

Date: _____



City Council
January 20, 2026
Agenda Item No 5b

STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: Potential Action to Waive Fee for Conditional Use Permit (CUP) 25-01

RECOMMENDATION:

The applicant is requesting a Director's CUP fee waiver. City staff recommends City Council approve the waiver in anticipation of a Zoning Ordinance amendment that would remove the CUP requirement for Caretaker's Residences.

BACKGROUND INFORMATION:

The City of Brawley Planning Division is in receipt of a Conditional Use Permit application (CUP 25-01) to allow for an existing 617 square foot structure on the second floor of Brawley Self Storage to be used as a Caretaker's Residence. This site is identified by Assessor's Parcel Number (APN) 049-140-005 and situs address "897 K Street". The site has also been identified in the past as "525 South 9th Street" and "S 9TH ST & K ST".

Caretaker's Residences are dwelling units used to accommodate persons employed as on-site caretakers, janitors, watchmen, or other positions that support the smooth and secure operation of commercial and industrial uses.

The site is currently zoned as M-1 (Light Manufacturing) and is bounded on the north, south, and west by other M-1 parcels. Single-family (R-1) and low-density (R-2) residential blocks exist east of the site. Standards within M-1 zones control the intensity of industrial uses and limit nuisances that may affect either tenants within the zone or people within adjacent residential and commercial zones. Mini-storage facilities such as Brawley Self Storage are permitted by right in M-1 zones. Caretaker's Residences in M-1 zones require a CUP approved by the Planning Director.

The applicant purchased the site in August and is currently providing minor renovations not requiring a permit to the existing second-story dwelling unit. The unit will be rented out as a Caretaker's Residence to an individual tasked with part-time employment duties as a facility caretaker at Brawley Self Storage. Per the business model the applicant shared with the City, the caretaker will sign up new storage renters and collect rent from existing renters. Additionally, the caretaker will assist renters with the move-in and move-out processes and ensure that the facility remains clean at all times. The caretaker will guard the facility, and report suspicious activities. The facility's hours of operation are from 6:00AM to 10:00PM, seven days a week. As a residential unit, the Caretaker's Residence will include proper kitchen, sanitation, and amenities.

The residential unit was originally constructed as a guard quarters by the original owners of Armstrong Self Storage per a Building Permit issued July 2, 1990 for 525 South 9th Street. Since the Caretaker's Residence had been present since before the adoption of the current Zoning Ordinance and does not have an associated CUP, the use has been classified as an existing nonconforming use. Article XV of the Zoning Ordinance permits the continuation of a non-public nonconforming use unless terminated by violation, discontinuation, or operation of law. According to previous property owner, the unit ceased being occupied by the caretaker about three years ago. Per Section 27.235(b).2 of the Zoning Ordinance, nonconforming uses shall be automatically terminated after discontinuance of such a use for a period of twelve or more successive calendar months. The residential unit stopped being used as a Caretaker's Residence by April 2025 due to the previous owner's unpermitted use of the unit as a rental for non-employees.

If Council chooses to treat the previous use as an existing conditional use rather than a nonconforming use, it should be noted that Article XIX of the Zoning Ordinance states that CUPs shall cease to be of any force and effect if the use has ceased, or if the use has been suspended for a consecutive period of two or more years.

The applicant kindly requests that the \$1,000 Planning Director CUP fee be waived by the City due to the previous nonconforming use as a Caretaker's Residence having existed for decades. The applicant also requests that the fee be waived in light of various onsite improvements that have already been provided for the mini-storage facility. These include new paint on existing walls and storage units, new gates and fencing, and the installation of new 24/7 security cameras. Gate access is to be provided by an electron

FISCAL IMPACT:

If the Director's CUP fee is waived, Development Services will not collect the \$1,000 fee associated with processing the CUP application. Planning fees are user-fee revenues that support the General Fund.

ALTERNATIVES:

The Council may elect not to approve, requiring the applicant to pay the \$1,000 fee to have the CUP application processed. The applicant may also choose to no longer pursue the CUP.

ATTACHMENTS:

1. Planning Application
2. Photos of the Caretaker's Residence
3. Letter from the Applicant

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 1/15/2026

Approved - 1/15/2026



CITY OF BRAWLEY

PLANNING DEPARTMENT APPLICATION

CHECK ALL THAT APPLY:

PROJECT

Conditional Use Permit
 New Extension/Renewal
 Adjustment Plat (Lot Line Adjustment/Lot Merger)
 (no additional parcels to be created)
 Certificate of Compliance (required with Adj. Plat)
 Site Plan Review
 Variance
 Rezoning
 General Plan Amendment
 Right-of-Way / Alley Vacation
 Parcel Map Waiver
 Minor Subdivision *(4 or fewer parcels to be created)*
 Major Subdivision *(5 or more parcels to be created)*
 Final Map

Fee \$ _____
Planning Staff Initials _____

5b1
CITY STAMP

Amount Received \$ _____
Finance Initials _____

CEQA STATUS

Notice of Exemption
 (ministerial and categorically exempt)
 Negative Declaration
 (requires initial environmental study)
 Environmental Impact Report (EIR)

Other (Please Specify) _____

PROPERTY OWNER

Name: Palmdale Stor-All LLC
Mailing Address: 32565 B Golden Lantern, #298
 Dana Point, CA 92629
Phone: (949) 247-6179
Fax: _____
E-mail: BrawleySelfStorage@gmail.com

ENGINEER / AGENT*

Assessor Parcel Number(s): 049-140-005-000

Describe project, purpose/reason for your application, proposed/existing uses on the subject property, and adjacent land uses. Attach separate sheet if necessary.

This property is a self storage facility with a care takers unit on the 2nd floor. The care takers unit has been a part of the property since it was built. I was told that I need to reapply for a conditional use permit for the caretakers unit.

REQUIRED SUPPORT DOCUMENTS

1. All applicable information requested on the Tentative Map Checklist (*Major Subdivisions*), Final Map Requirements (*Final Maps*), or Site Plan Checklist (*all projects*).
2. Environmental Assessment (*completed by applicant or legal representative**).
3. Preliminary Title Report/Deed (*for proof of ownership*).
4. Application Fee (*Planning Department Application Fee Schedule*) and a deposit (*to be determined by the Planning Director*).
5. Copy of current property tax statement.
6. Other items as determined by Staff.

SPECIAL NOTES

Applicant or authorized representative* must be present at Planning Commission meeting(s) and/or City Council meeting(s) for action to be taken on the application.

Submit twenty (20) copies of Site Plans, Parcel/Tract Maps or Adjustment Plats including one electronic copy shall be submitted with the application. Projects in the Airport Land Use Commission sphere require thirty (30) copies.

Staff's acceptance of the application or deeming the application complete does not imply that Staff will recommend approval of the project.

The owner(s) of the parcel(s) listed on this application must pay all fees and costs related to the project(s) listed on this application including, but not limited to, application fees (*Application Fee Schedule*), engineering fees and costs (*as determined by the City Engineer at the time of final map check and/or improvement plan check*), building permit fees (*Building Permit Fee Schedule*), development impact fees (*Development Impact Fee Implementation Schedule*), water and wastewater capacity fees (*Capacity Fee Implementation Schedule*), Environmental Fees (*Department of Fish and Game*), and fees imposed by the County of Imperial (*tax certificate, recordation fees, and Air Pollution Control District (APCD) fees*). A deposit in an amount determined by the Planning Director will be required at the time of application. Nonpayment of fees will stop the entitlement process.

I, Palmdale Stor-All LLC, Manging member Nathan Beck
(*print name of property owner*)

hereby apply to the City of Brawley for the actions indicated above for the above-specified property that I own or control, as per the attached information, and in accordance with all applicable local, state, and federal laws and regulations. I hereby agree to pay all fees and cost associated with the actions indicated for the above-specified property that I own and control as per the attached information, and pay fees and costs associated with required off-site improvements as determined by the City Engineer.

I, Palmdale Stor-All LLC, Manging member Nathan Beck,
(*print name of property owner*)

give the following person/organization permission to act as my agent* and to make decisions in my name as he/she/they feel necessary for the project described on the previous pages.

(*print name of agent*)

(*agent's company name, if applicable*)

I certify that the above information, to the best of my knowledge, is true and correct.



Signature of Property Owner

10/16/25

Date

Signature of Agent

Date

***Property owner's signature must be notarized if an agent is being designated.**

5b.2



5b.3

Hi Adrian,

My request to waive the \$1,000 Conditional Use Permit fee is on the grounds that the property has already been granted the CUP in the past and the CUP should have continued with the property from the old ownership to me. Are there any rules that I am not aware of that allows for CUPs to expire or be taken away?

At the end of the day, if I am required to pay the \$1,000 to get the CUP reinstated then I will pay it. I feel that having a caretakers unit on the property is essential for the security of the property. Thankfully, because I have installed security cameras, new fencing, new automatic gate, and bright LED lights that are on all night, we have not had any break ins. I have had 3 neighbors approach me and thank me for cleaning up the property and not tolerating the previously illegal activity that took place on the property. I have spent considerable money to get the property to its current state and still have plans to improve the landscaping and outside appearance of the property. I'm trying to save some money if possible.

So here are my final questions and comments:

- Was the CUP that was previously granted to the property for the caretakers unit taken away or expired? If so, why?
- If I do have to reapply for the CUP for a caretakers unit, can I please be granted the option to only pay the fee if the CUP is approved?

Thank you for all of your help, Adrian. The property has really improved and hopefully is contributing in a more meaningful way to the community.

Thank you,

Nathan Beck



City Council
January 20, 2026
Agenda Item No 5c

STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: **Information on the City's Integrated Permitting, Inspection and Business License Software**

RECOMMENDATION:

Presentation and Discussion Regarding City Staff's Efforts to Procure an Integrated Permitting, Inspection, and Business License Software Platform.

BACKGROUND INFORMATION:

SUMMARY

As part of the FY 2025–26 Adopted Budget, the City of Brawley appropriated \$80,000 to modernize by implementing an integrated permitting, inspection, and business license software platform. Since April 2025, City staff has conducted a comprehensive vendor evaluation process involving multiple departments to assess available platforms, implementation feasibility, and fiscal impacts.

This agenda item is presented for informational and discussion purposes only to provide the City Council with a status update on staff's progress, anticipated system benefits, and implementation considerations. Council feedback received during this discussion will assist staff in finalizing negotiations and determining whether to return with a recommended agreement for approval, modification, or deferral.

BACKGROUND

The City's current permitting, inspection, and business license processes rely on a combination of legacy systems and manual workflows that limit cross-departmental coordination, reduce transparency, and constrain service delivery capacity.

Recognizing these challenges, the City Council appropriated \$80,000 in new funding in the FY 2025–26 Adopted Budget for the implementation of an integrated permitting, inspection, and business license software platform. The intent of this investment is to:

- Improve customer service for residents, businesses, and developers
- Streamline internal workflows across departments
- Increase operational efficiency and transparency
- Support long-term growth and development activity

Vendor Evaluation Process

Following the recruitment and hiring of the Development Services Director, City staff contacted multiple vendors to communicate the City's operational priorities and requested completion of a software compatibility questionnaire to assess whether each platform could meet the City's needs.

Key evaluation criteria included:

- Compatibility with the City's existing financial system (Tyler Technologies ERP Core)
- Ability to support cross-departmental plan review workflows
- Feasible implementation timelines
- Pricing consistent with the City's approved budget

Prior to this effort, City staff had participated in software demonstrations and obtained preliminary cost estimates from vendors; however, those early estimates exceeded the City's first-year budget capacity.

Vendor questionnaire responses were compiled into an internal evaluation matrix and used to guide further discussions. Based on this analysis, staff identified one platform for additional review and refinement discussions, focusing on implementation scope, feasibility, and operational alignment with City requirements.

Throughout the evaluation process, leadership from the City Manager's Office and representatives from the Development Services, Finance, Information Technology, Public Works, and Fire Departments participated in discussions, with each department providing feedback regarding operational needs and potential impacts.

Current Status

City staff is currently reviewing a final proposal and associated cost estimate from the selected vendor and has submitted a legal services request for review of the proposed subscription services agreement.

Prior to returning to the City Council with a recommendation to approve, modify, or defer any agreement, staff is presenting this item for informational purposes to:

- Outline anticipated system benefits
- Discuss implementation considerations
- Provide an overview of projected fiscal impacts
- Receive Council feedback that may inform final negotiations

The vendor, Accela, will provide information during the meeting regarding anticipated return on investment, operational efficiencies, and workflow improvements. This information will also be made available to the City Council for consideration as part of its forthcoming evaluation of the proposed agreement.

Implement

FISCAL IMPACT:

None at this time. The item presented is for informational purposes only. Staff will return to the City Council at a future meeting with the final contract for consideration and approval. The estimated cost of implementation is \$85,000. The FY 2025/26 Budget includes an \$80,000 appropriation, which may be funded through Development Impact Fees and will not require a General Fund expenditure, as the

proposed implementation will enhance service delivery, improve internal processes, and expand capacity for permitting and inspection activities. Ongoing annual software subscription costs will be funded through the General Fund.

5C

ALTERNATIVES:

Informational Item Only. If rejected in subsequent Council meeting(s), staff would have to procure another vendor.

ATTACHMENTS:

1. Accela's Subscription Services Agreement
2. Mutual Action Plan
3. Order Form
4. Statement of Work
5. Accela PowerPoint Presentation

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

Staff, Title or Consultant, Agency

Tyler Stanchina, Account Executive, Accela,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 1/15/2026

Approved - 1/15/2026

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS.

- 1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3 "**Authorized User**" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- 1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.
- 1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.
- 1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.10 "**Service Availability Policy**" means the Service Availability and Security Policy located at www.accela.com/terms/.
- 1.11 "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.
- 1.12 "**Software**" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "**Support Services**" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "**Subscription Period**" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety

response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. PAYMENT TERMS.

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "**Taxes**"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY. As used herein, "**Confidential Information**" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of

its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA.

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS.

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider

to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. INDEMNIFICATION. Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCEL A AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. SECURITY. Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of

the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. THIRD PARTY SERVICES. Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("Third Party Services"), and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. TERM AND TERMINATION.

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further

services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL.

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Imperial County, or federal courts in San Diego, California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional

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or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Mutual Action Plan
City of Brawley & Accela
Last Updated December 17th, 2025

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City of Brawley Team Members:		Accela Team Members:	
Cristhian Barajas– Community Development Director Armando Garibay– Information Technology Director Rebecca Terrazas-Baxter– City Manager		Seth Roberts– Account Director Tyler Stanchina–Account Executive Matt Donovan- West Sales VP Gerard Huff– Avocette Business Development VP	
Dates:	Key Milestones:	Suggested Participants:	Status:
4/28/25	Accela Introduction Meeting Goal: Accela Introduction	Brawley: Cristhian A: Tyler	Complete
6/15/25	Accela Functionality Questionnaire Provided Goal: Respond + provide Accela info to Brawley's Questionnaire	Brawley: Cristhian A: Tyler, Animesh	Complete
6/26/25	Brawley & Accela Pre-Demo Call Goal: Understand Accela items to demonstrate to City	Brawley: Cristhian A: Tyler, Seth, Animesh	Complete
7/10/25	Accela Demo with Brawley Leadership Goal: Demo Accela to department leaders	Brawley: Cristhian, Armando, Rebecca, etc. A: Tyler, Animesh	Complete
8/13/25	Implementation + Integration Discussion Goal: Discuss imp. Items + system integrations	Brawley: Cristhian, Armando, Adrian, etc. A: Tyler, Seth, Gerard	Complete
9/16/25	General Accela Pricing Overview Goal: Review pricing structure that works for City	Brawley: Cristhian A: Tyler, Seth	Complete
10/3/25	Brawley CD Services Report Goal: Provide report of services expected in system	Brawley: Cristhian A: n/a	Complete
11/5/25	Services + Software Pricing Discussion Goal: Go-over all costs associated with project	Brawley: Cristhian, Armando, Rebecca, etc. A: Tyler, Seth, Gerard	Complete
11/20/25	ROI Data Sheet Discussion Goal: First pass of identifying data fields to compete	Brawley: Cristhian, Adrian A: Tyler, Animesh	Complete
12/1/25	Provide Accela + Avocette Proposals Goal: Provide SOW + OF for City's review	Brawley: Cristhian, Armando, Rebecca, Adrian, etc. A: N/A	Complete
12/17/25	Eval. Touchpoint Review Goal: Discuss Eval. Status + Accela to review Brawley's questions/feedback	Brawley: Cristhian, Adrian, Rebecca, etc. A: Tyler, Seth, Matt, Gerard	Complete
12/17/25	Brawley Legal Team Begins Review Goal: Legal team to review, edit, and redline SOW + OF as necessary	Brawley: City Attorney/Legal Team A: Tyler, Seth, David	Pending
1/13/26	ROI Presentation to City Council Goal: Inform Brawley Council of Accela Benefits + inform them of project ahead of council agenda item	Brawley: City Council A: Tyler, Seth, Animesh	Pending
1/16/25	Legal Review Complete Goal: Mutually agree to SOW + OF Terms Final contracts ready for Council	Brawley: Attorney/Legal Team A: Legal Counsel	Pending

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1/20/25	Submit Accela/Avocette Proposal Packets to Council Agenda + Staff report Goal: Fully agreed proposals, staff report submitted to add items to council agenda.	Brawley: Cristhian, Rebecca, etc. A: N/A	Pending
2/3/26	Council Meeting Approval Goal: Brawley's Council Approves Accela + Avocette Contracts	Brawley: City Council A: N/A	Pending
2/6/26	Final Signatures Goal: City Leadership signs approved contracts	Brawley: City Leadership A: N/A	Pending
2/20/26	Project kickoff Goal: Project team alignment	Brawley: Project team A: Avocette Project team	Pending



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Tyler Stanchina
Contact Phone: (925) 359-3376
Contact Email: tstanchina@accela.com
Quote ID: Q-38569
Valid Through: 2/15/2026
Currency: USD

Order Form

Address Information

Bill To:

City of Brawley
383 Main Street
Brawley, California 92227
United States

Ship To:

City of Brawley
,,
United States

Billing Name: Cristhian Barajas
Billing Phone: (760) 344-8622
Billing Email: Cristhian.Barajas@brawley-ca.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	02/16/2026	02/15/2027	12	\$333.33	30	\$10,000.00
> Accela Building - SaaS	Year 1	02/16/2026	02/15/2027	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 1	02/16/2026	02/15/2027	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 1	02/16/2026	02/15/2027	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 1	02/16/2026	02/15/2027	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 1	02/16/2026	02/15/2027	12	\$10,000.00	1	\$10,000.00
Additional Data Storage (500GB per unit)	Year 1	02/16/2026	02/15/2027	12	\$0.00	5	\$0.00
TOTAL:							\$20,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	02/16/2027	02/15/2028	12	\$2,500.00	30	\$75,000.00
> Accela Building - SaaS	Year 2	02/16/2027	02/15/2028	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 2	02/16/2027	02/15/2028	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 2	02/16/2027	02/15/2028	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 2	02/16/2027	02/15/2028	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 2	02/16/2027	02/15/2028	12	\$30,000.00	1	\$30,000.00
Additional Data Storage (500GB per unit)	Year 2	02/16/2027	02/15/2028	12	\$0.00	5	\$0.00
TOTAL:							\$105,000.00

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Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	02/16/2028	02/15/2029	12	\$2,625.00	30	\$78,750.00
> Accela Building - SaaS	Year 3	02/16/2028	02/15/2029	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 3	02/16/2028	02/15/2029	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 3	02/16/2028	02/15/2029	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 3	02/16/2028	02/15/2029	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 3	02/16/2028	02/15/2029	12	\$31,500.00	1	\$31,500.00
Additional Data Storage (500GB per unit)	Year 3	02/16/2028	02/15/2029	12	\$0.00	5	\$0.00
						TOTAL:	\$110,250.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	02/16/2029	02/15/2030	12	\$2,756.25	30	\$82,687.50
> Accela Building - SaaS	Year 4	02/16/2029	02/15/2030	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 4	02/16/2029	02/15/2030	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 4	02/16/2029	02/15/2030	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 4	02/16/2029	02/15/2030	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 4	02/16/2029	02/15/2030	12	\$33,075.00	1	\$33,075.00
Additional Data Storage (500GB per unit)	Year 4	02/16/2029	02/15/2030	12	\$0.00	5	\$0.00
						TOTAL:	\$115,762.50

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	02/16/2030	02/15/2031	12	\$2,894.06	30	\$86,821.88
> Accela Building - SaaS	Year 5	02/16/2030	02/15/2031	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 5	02/16/2030	02/15/2031	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 5	02/16/2030	02/15/2031	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 5	02/16/2030	02/15/2031	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 5	02/16/2030	02/15/2031	12	\$34,728.75	1	\$34,728.75
Additional Data Storage (500GB per unit)	Year 5	02/16/2030	02/15/2031	12	\$0.00	5	\$0.00
						TOTAL:	\$121,550.63

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Pricing Summary

Period	Net Total
Year 1	\$20,000.00
Year 2	\$105,000.00
Year 3	\$110,250.00
Year 4	\$115,762.50
Year 5	\$121,550.63
Total	\$472,563.13

Additional Terms:

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at [Accela Terms](#) (collectively, the "Agreement"))
2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terminating with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.
8. PermitRocket Software LLC - dba, ePermitHub ("ePermitHub") is a recent acquisition by Accela, Inc. and, as such, the ePermitHub products listed in this Order Form ("ePH Products") are not currently covered by Accela's SOCII or other security certifications provided herein. Nevertheless, the ePH Products are covered by commercially reasonable security processes and controls intended to safeguard the solution. With the above exceptions, ePH Products are subject to all other terms and conditions in this Order Form.

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Customer

Signatures

Accela, Inc.

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:



City of Brawley, California Statement of Work (SOW)

Accela Civic Platform
December 2025
Version 0.1

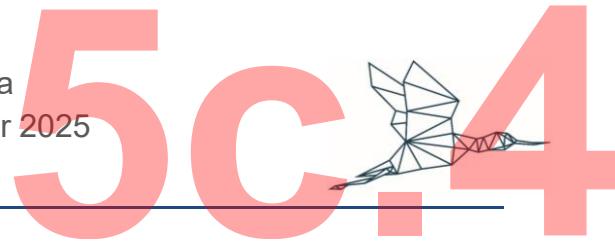
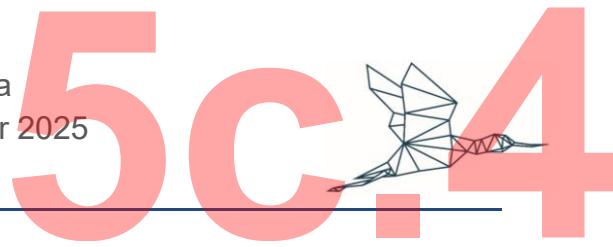


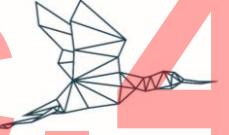
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Document Control

Date	Name	Version	Change Reference
01/12/2025	Parishad Saadati	0.1	Create document (<i>draft</i>)



1 Project Purpose

The purpose of this project is to implement the Accela Civic Application Platform and ePermitHub for the City of Brawley, California. This initiative is designed to:

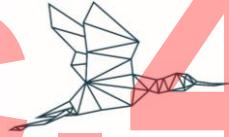
- Streamline permitting processes for residents and developers.
- Enhance user experience through a modern and intuitive citizen portal.
- Enable online submission, tracking, and approval of permit applications.
- Support subdivision applications and property complaint submissions.
- Ensure compliance with updated regulations through a scalable system.
- Simplify permitting workflows for housing startups to promote economic growth.
- Accelerate permit approval timelines to support housing demand.
- Reduce reliance on manual processes and paper-based systems.
- Optimize resource allocation by automating routine tasks.
- Integrate the platform with other municipal systems for seamless data sharing.
- Establish a framework for future service expansions and enhancements.

This project will deliver a minimum viable solution using proven Accela templates, with configuration and training tailored to the City's requirements, all within the agreed budget and project hours. The approach emphasizes rapid deployment, knowledge transfer, and collaborative improvement, enabling the City to operate and enhance the system independently after go-live.

2 Methodology Overview

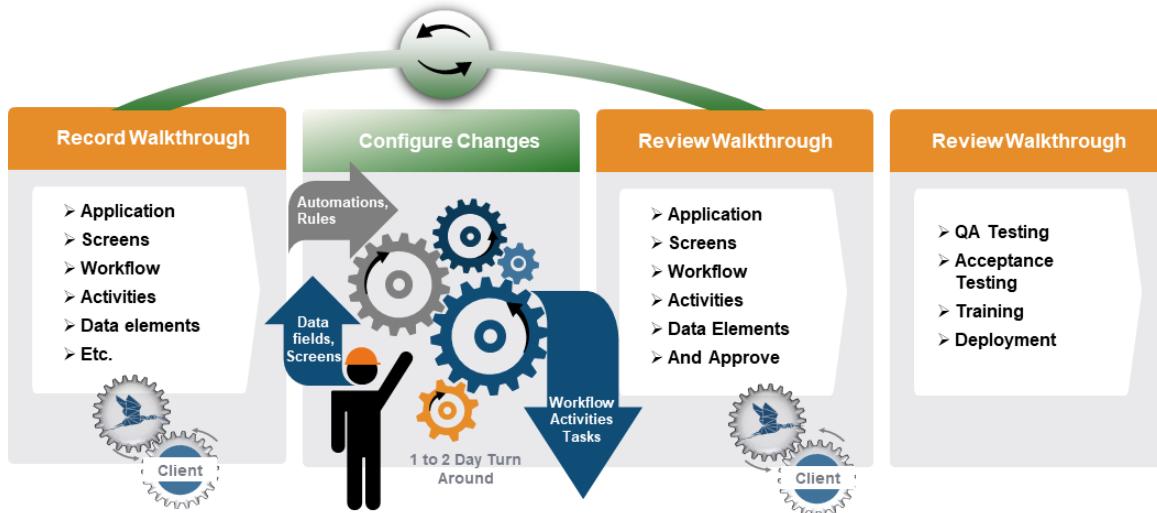
Avocette's methodology for Accela implementations focuses on the following objectives:

- Show the system early and often
- Use Accela record templates
- Avocette's approach for implementing Accela is to leverage Accela's Civic App templates as a starting point for all records. These templates provide a fully configured record based on "best practices".
- The methodology that Avocette leverages for clients with Accela is as follows:
- Implement Accela's Civic App templates.
- Client to review and map the templates with the existing processes.
- Review the templates with clients and identify gaps and areas for enhancements to meet client needs
- Implement initial customizations to support client-specific configurations and deliver a solution within the allocated project hours.



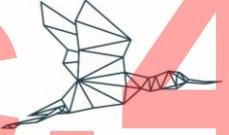
- Complete required integrations
- Complete acceptance testing and implement the “minimum viable solution” in production
- Plan a subsequent phase with additional enhancements and automations to continue advancing the implementation to provide a next level of automation to meet business needs
- Once the templates are installed in the Client’s Accela environment, Avocette will begin the Agile process of configuring records with minimal changes. The process outlined in the following diagram represents the steps for each record.
- One Complete Record every 1 to 2 days

Leveraging Civic Applications Templates



Accela’s templates provide a full configuration for records across the Accela modules. Each pre-configured record template includes the following:

- Record definition
- A Public portal application
- Custom data fields specific to the record
- Record Workflow, Reviews, Fees, Basic automations, Permit template
- Applicant Notifications (email etc.) – submitted, approved, additional info required, etc.
- Tasks, task management and task routing
- Inspections and checklists (where required)
- Mobile app for inspections and field services



3 Scope Overview

Throughout the implementation of this project, it is important to remain focused on the project scope, objectives and implementation methodology that will be utilized. The following sections detail these at a high level for future reference by the implementation team.

The goal of the project is to implementation of Accela Civic Application Platform and ePermitHub to meet the following objectives and achieve the corresponding benefits:

- Accela Setup
- Implementation of the Accela templates for Planning, Building, Licensing and Enforcement based on the Accela templates scripts
- Records/Permits

The following are specific scope areas to be delivered by Avocette during the project:

- Avocette is planning to leverage Accela rapid templates methodology which leverages Accela's out of the box templates. This does not include process re-engineering and focuses on reviews and training of the templates that match to the client record types. Any hours spent on matching and updating the templates will consider part of the 250 hours.
 - Avocette will provide a spreadsheet that lists Accela's Civic Application Templates. The City can then select the planning applications, permits and licenses they wish to have enabled. The matching would be the responsibility of the city.
 - Avocette will enable/disable templates based on those identified by the City
 - Avocette will implement branding for the citizen portal
 - Avocette will implement a based set of security roles
 - Modules identified in the scope of project are as follows:
 - Planning
 - Building
 - Business Licensing (Finance)
 - Engineering
 - Fire
 - Enforcement
 - Up to 30 Flat fees

Avocette will train and guide the City through creation of additional flat fees that may be required

- Standard Inspections records based on templates
- Avocette will create up to 10 inspections and 5 inspection checklists

- Avocette will train and guide the City through creation of additional inspections and inspection checklists that may be required. This would be part of the training.

Changes from the above scope number of records identified above will require change order as it impacts budget and result in scope and possibly budget impacts.

- ePermitHub: Setup and configuration of the base templates to match to your planning and permit records
- Integrations
 - Payment processor – Forte or PayPal (leveraging Accela's configurable Forte integration)
 - Single sign-on to M365/Azure AD
 - Outlook/Exchange Online
 - Finance transaction extract (Tyler)
- Reporting and correspondence
 - No reporting has been scoped
 - Training is provided on Ad Hoc reporting, and additional training is available through Accela and/or Avocette.
- Training
 - Business area training (4 hours per business area)
 - Administration Level 1 Training (8 hours)
 - User management
 - Record management
 - Fees
 - Workflow level 1
 - Custom field level 1
 - Notifications level 1
 - Reporting training – 6 hours – 3 - 2 hour sessions
 - Ad hoc reporting
 - Search and query management.
 - Accela Insights - dashboards
- Data Conversion
 - NO Data Conversion planned at the time of the response. If data conversion is required, it will be handled as change order.
- Post-implementation support after go-live will be provided as a time-and-material ServicePlus engagement.
- Up to a MAXIMUM of 250 hours for configuration of Accela Civic Applications

- Up to a MAXIMUM of 100 hours for configuration of ePermitHub

3.1 Scope of Changes Planned

Avocette has planned up to 250 hours of effort for additional configurations to the Accela Civic App templates and up to 100 hours efforts for ePermitHub.

The following are typically the types of changes anticipated for further configurations to the Accela record templates:

- Client specific custom data fields
- Additional records based on templates or cloned client configured records
- Revisions to base correspondence templates for emails, permits or letters
- Workflow task, status changes
- Additional reviews, submissions
- Customer notifications and automations (ex. application received, payments due, status updates, submission requirements, missing information)
- Configurable script automations
- Inspection related automations (ex. Failed or re-inspection fees, notifications)
- Fees configuration and automation
- Updates to records based on customer activities (ex. Fee payment, document uploads, etc.)

Note: certain changes identified in the analysis may be more complex than Avocette typically completes within the scope of the project. These types of changes will be documented and put into a project “parking lot”. As the project progresses Avocette will work with the city to prioritize these types of changes and where possible incorporate into the project scope. For those that require additional effort, Avocette will provide a change order. Draft Change Order.docx

4 Project Cost

The cost of implementing the above quoted scope for City of Brawley is as follows. This price is based on the defined scope above in section “1.0 Project Scope Overview”. Avocette will work with the City to use the budget and hours efficiently in the delivery of the scope and other activities outlined above.

4.1 Accela Civic Applications

\$45,000

250 hours MAXIMUM for the initial implementation

4.2 ePermitHub

\$20,000

100 hours MAXIMUM for the initial implementation

5 Cost Management

5.1 Payment Schedule

A payment schedule based on Fixed Price Deliverables will be established when the contract is signed. After each deliverable is completed, Avocette's Project Manager will submit a Deliverable Acceptance Form to Brawley's project managers for review and sign-off. Any additional work will be calculated based on a blended rate of \$160 per hour, with all budget-impacting changes requiring prior approval before proceeding.

6 Project Timeline

A detailed project schedule will be developed collaboratively during the Project Initiation phase, taking into account Avocette's recommendations as well as the Client's preferences. This schedule will provide clear milestones and timelines to guide progress throughout the Implementation Project, ensuring alignment between both parties from project start through post go-live support.

7 Critical Success Factors

Project implementation is a collaborative effort between the City and Avocette. In order for the project to be successful and achieve its objectives, there are several critical success factors that must be closely monitored and managed by both Avocette and the City. The following list of factors are critical in setting expectations, identifying and monitoring project risks and promoting strong project communication:

- Dedicated City Participation – City staff will be actively involved throughout the duration of services as defined in the agreed upon Project Plan. Avocette will work with the project sponsors and department leaders to determine appropriate staff involvement, ranging from full-time during early analysis phase, to part-time during the technical implementation phase, returning to full-time during User Acceptance Testing.
- Knowledge Transfer – While specific expertise cannot be guaranteed, The city personnel's participation throughout the project from initiation through deployment of the Accela Civic Platform provides opportunities for Avocette to transfer knowledge to the city. Once the deployment phase (post-production assistance tasks) is completed, the city assumes all day-to-day operations of the system outside of the product support provided by Accela (refer to Accela's Support and Maintenance Terms and Conditions for more information on post-implementation product support.) The city may engage Avocette to provide extended implementation support period following the standard post-production period (completion of the deployment phase) and there will be continued opportunities to transfer knowledge to the city. If the city requires support

services beyond the current agreement's completion, Avocette's would offer ServicePlus to the city outside of the current agreement.

- Deliverable Acceptance Process - Implementation services are formalized through the deliverables defined in this document. Upon completion of each deliverable according to the acceptance criteria defined herein, Avocette will provide the city with a Deliverables Acceptance Form (referred to as Final Certificate of Acceptance) to formalize acceptance and completion. The Deliverable Acceptance Form is subsequently signed by the designated The city contact and sent via email to Avocette (and posted to SharePoint). Avocette respectfully requests prompt attention to the processing of Deliverable Acceptance Forms, as adherence to the process directly impacts the ability to complete the project in the desired timeframe. It is critical that acceptance review criteria and review periods are met, as extensive review cycles can significantly extend the length of the project.

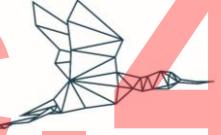
8 Assumptions

8.1 Project Assumptions

This section contains assumptions upon which Avocette has relied on in agreeing to perform the Services described in this response. If any of these prove to be incorrect, it may cause changes to the project's schedule, pricing, work product, level of effort required, or otherwise impact Avocette's performance of the Services described in this response. If this occurs, change requests may be required between the Client and Avocette.

8.1.1 Scope and Timeline

- The Client and Avocette will review their responsibilities before work begins to help ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Scope will be confirmed and finalized during the Project Initiation phase by the Project Charter.
- Deliverables not specifically described in this response or the Statement of Work or the Project Charter are the responsibility of the Client.
- "Go live" (system is in production) timeline assumes timely completion of the Client deliverables (including finalization of requirements / use cases / product catalog), availability of key Client resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Client deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by the Client and Avocette project managers during the Project Initiation phase
- Avocette will provide the Client with Status Reports on a timeframe agreed to in the Project Charter that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed for the upcoming weeks and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).



- The project schedule is managed using Microsoft Project. Should **any** tasks slip behind schedule ten (10) business days, Avocette and the Client will escalate according to the Communication Plan in the Project Charter.
- Where a Project Deliverable is comprised of a Document, it will be completed in a format agreed to by the Avocette and Client Project managers.
- Moving to a new release and/or installing patch upgrades of Accela will be managed via the Change Management process.
- Leveraging new features released by Accela during the term of the contract may affect the scope and timeline for this project and are considered out of scope.
- Any Client required integration or regression testing of a new release of Accela is the responsibility of the Client and will be managed via the Change Management process.
- The Client is responsible for the installation and maintenance of all non-Accela, third party products within their environments to support the project and required integrations (e.g. financial software, GIS, etc.).
- The Client will provide / purchase / acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and / or checks for usage on Accela Community Portal.
- In the event that local development of interfaces is required, the Client will provide a workstation with required IDs and software as required (e.g. Visual Studio).
- The Client shall be responsible for determining whether to use or refrain from using any recommendations made by Avocette.

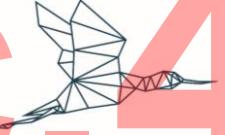
Avocette has not included organizational change management in our services. Avocette will only provide input through our standard project activities.

8.1.2 Configuration and Implementation

Avocette has estimated the number of records based on previous information provided from the RFP, addendums and from information provided on the City's website which provides details on permits, reviews and other processes within the City. Also based on the documentation that the client provided.

8.1.3 Training

- All training will be completed remotely unless otherwise agreed to by Avocette and the Client.
- Remote training sessions will be conducted via Microsoft Teams or an agreed to online platform.
- The Client project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- The Client is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Avocette is not responsible for making alternative arrangements for missed training.



- The Client will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials if required.
- The Client users will have basic computer skills as a prerequisite for training. Avocette is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
- End users must be proficient in the Windows environment and browsers/Internet environment, as well as working knowledge of the Client business processes and functions.
- The Client may request "make-up" or remedial training sessions for initial training provided during system deployment, via the Change Request process for estimated staff hours per session at the specified hourly rate for each training category.

8.1.4 Testing

- Avocette is responsible for testing the initial configuration of system (unit and quality assurance) and ensuring the system works as designed.
- The Client is responsible for writing User Acceptance Test Scripts. Avocette will provide templates and samples so that the Client does not have to start from scratch.
- The Client staff are responsible for User Acceptance Testing and System Integration (end to end) Testing.
- For new software releases from Accela, the Client is responsible for regression testing required. If Avocette is required to provide integration or regression testing for a new Accela software release during the project, the work will be managed through a Change Request process.

8.1.5 Go Live and Go Live Support

- "Go Live" definition is that all the Accela software is up and running in production.
- Avocette resources will support the Client after "Go Live" for a period as defined in the scope and project schedule and within the hours budgeted for post implementation support

8.1.6 Project Completion

- The project is complete once the system is live in production and all project deliverables are completed.
- Transitions to support or ServicePlus will take place after Go Live.

8.2 Project Resourcing Assumptions

8.2.1 Client Resourcing

- The Client will provide a dedicated Project Manager throughout the course of the implementation.
- The Client's Project Manager will maintain primary responsibility for the scheduling of the Client's employees and facilities in support of project activities.

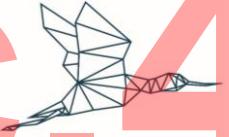
- The Client has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan.
- The Client agrees, during the Initiation Phase of the project, to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly contributing to deliverables, as well as the approval, of the deliverables.
- The Client may make permanent changes to designated approvers with written notification to Avocette a minimum of two weeks before a deliverable is due, or in certain circumstances with lesser advance notice.
- The Client will provide access to subject matter experts and decision makers in a timely fashion.
- The Client will reasonably commit project sponsors and all necessary stakeholders and SMEs during the project kickoff.
- The Client will reasonably commit all necessary SMEs and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the Avocette Project Manager during Kick-Off preparation.

8.2.2 Avocette Resourcing

- Avocette assumes that all project activities will take place remotely unless agreed to between Avocette and the Client. Any on site visits will require agreement from the Client to cover all applicable and approved travel expenses and travel time.
- Avocette Project Director will attend the Client executive steering committee meeting virtually.
- Avocette shall have the necessary project and executive management support to support the project, and to fulfill Avocette's obligations and make timely decisions
- Avocette shall have the necessary resources available in each stage of the project, according to how they are identified in the staffing and project plans. If resource and/or priority conflicts occur, they will be discussed and resolved with the project Steering Committee.
- Avocette shall participate in an active, timely, and responsive manner with any of the Client's third-party vendors required to complete the Services.
- Avocette shall work as reasonably necessary with Accela and with 3rd party product vendors (ex. ProjectDox, ePlanSoft, DocuSign etc.) to troubleshoot issues or configuration decisions, and present options jointly to the Client.
- Avocette resources shall be available to work during normal business hours for Avocette, 8 am to 5 pm Pacific time, Monday through Friday, with the exception of recognized holidays.

8.2.3 Third Party Resourcing

Avocette is not responsible for impacts to project timeline created by dependency on any of the Client's third-party consultants or vendors. Timeline changes will result in a change request for extension of Avocette project resources caused by the Client's third-party consultant actions (including availability) resulting in additional time or scope.



8.3 Solution Assumptions

The Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.

9 Sign Off

Cape Breton Regional The city acknowledges that it has read this Document, understands it and agrees that the business processes in this document are accurate. Further, Cape Breton Regional The city agrees that this Document, including all documents and change requests referred to herein and attached hereto, constitutes the entire agreement of the parties on the subject matter hereof and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. The parties agree that this Document cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted By: City of Brawley	Accepted By: Avocette
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Brawley & Accela 50⁵ Council Overview Presentation – Agenda

- Progress Recap
- Accela Introduction
- Accela Platform & Benefits
- Our Customers
- Closing

Progress Recap 5



- Initial Meeting: April 2025
- Completed Functionality Questionnaire: June 2025
- Accela Demonstrations: July 2025
- Project Scoping: August 2025
- Pricing Discussions: October 2025
- Proposals Provided: November 2025
- Proposal Discussions: December 2025
- City Council Presentation: January 2026

INTRODUCING

Accela®

Powering your
Civic Velocity
Advantage™

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A **modern end-to-end platform** with building, planning, permitting, and licensing solutions

Deeply infused with **30 years of unmatched civic government DNA, civic data**, and real-world best practices

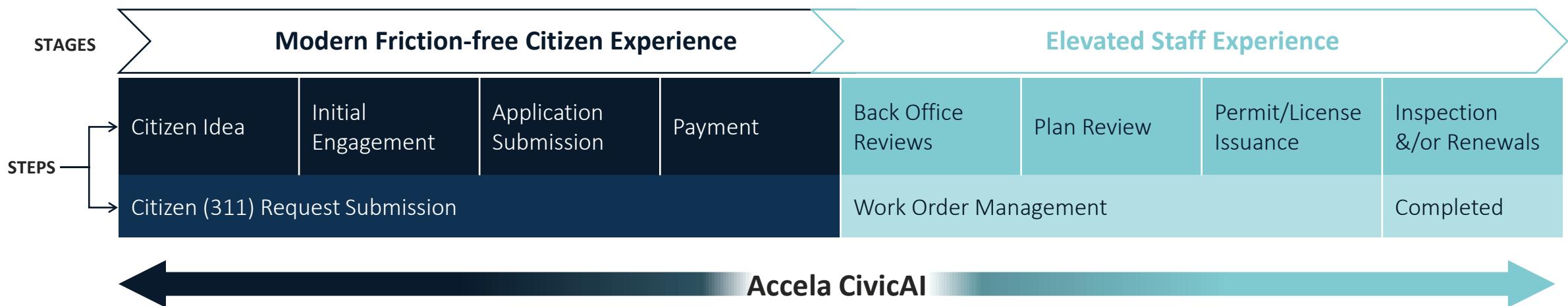
All from a **mission-driven team** of government devotees, regulation enthusiasts, and advanced technologists

ONLY ACCELA

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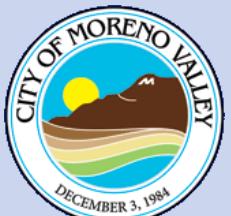
End-to-End Lifecycle Coverage

Powering your Civic Velocity Advantage™... Supercharged by Accela CivicAI™



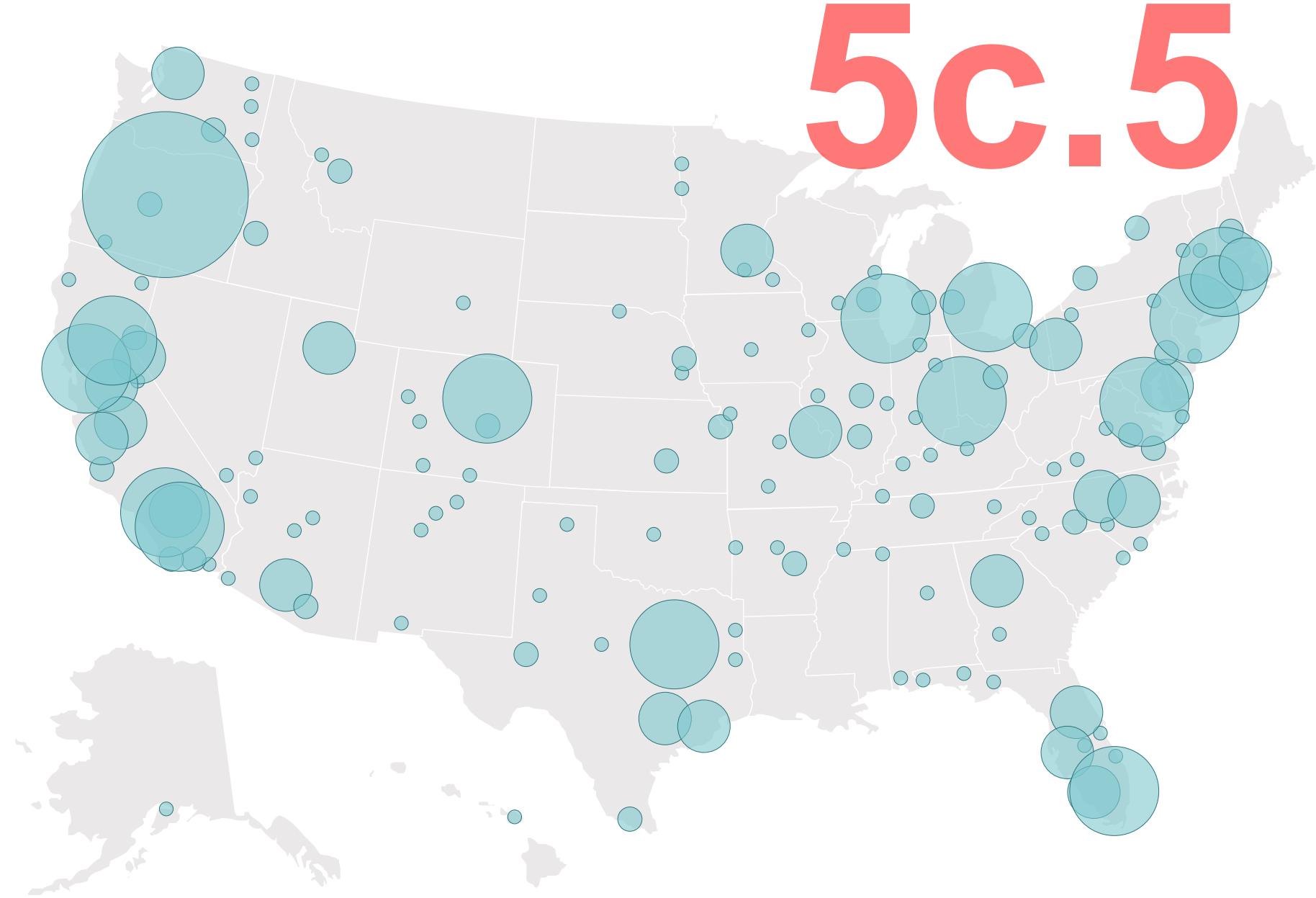
Customer Success Stories

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Charolette County, FL	Pima County, AZ	Pinellas County, FL	Moreno Valley, CA
Results: Processed 40% More Permits in Half the Time	Results: Permit Issuance Turnaround Time from 20 to 3-5 Days	Results: Avg. Day to Complete First Plan Review improved 78%	Results: Saved 2700 staff hours & reduced plan review turnaround time by approx.. 50%
Sponsor: Assistant County Administrator	Sponsor: Operations Coordinator	Sponsor: Development Review Specialist	Sponsor: Systems Administrator
 CHARLOTTE COUNTY FLORIDA			

Accela Everywhere:

- Over 130 CA Customers
- Over 50 SoCal Customers
- San Diego
- Chula Vista
- Moreno Valley

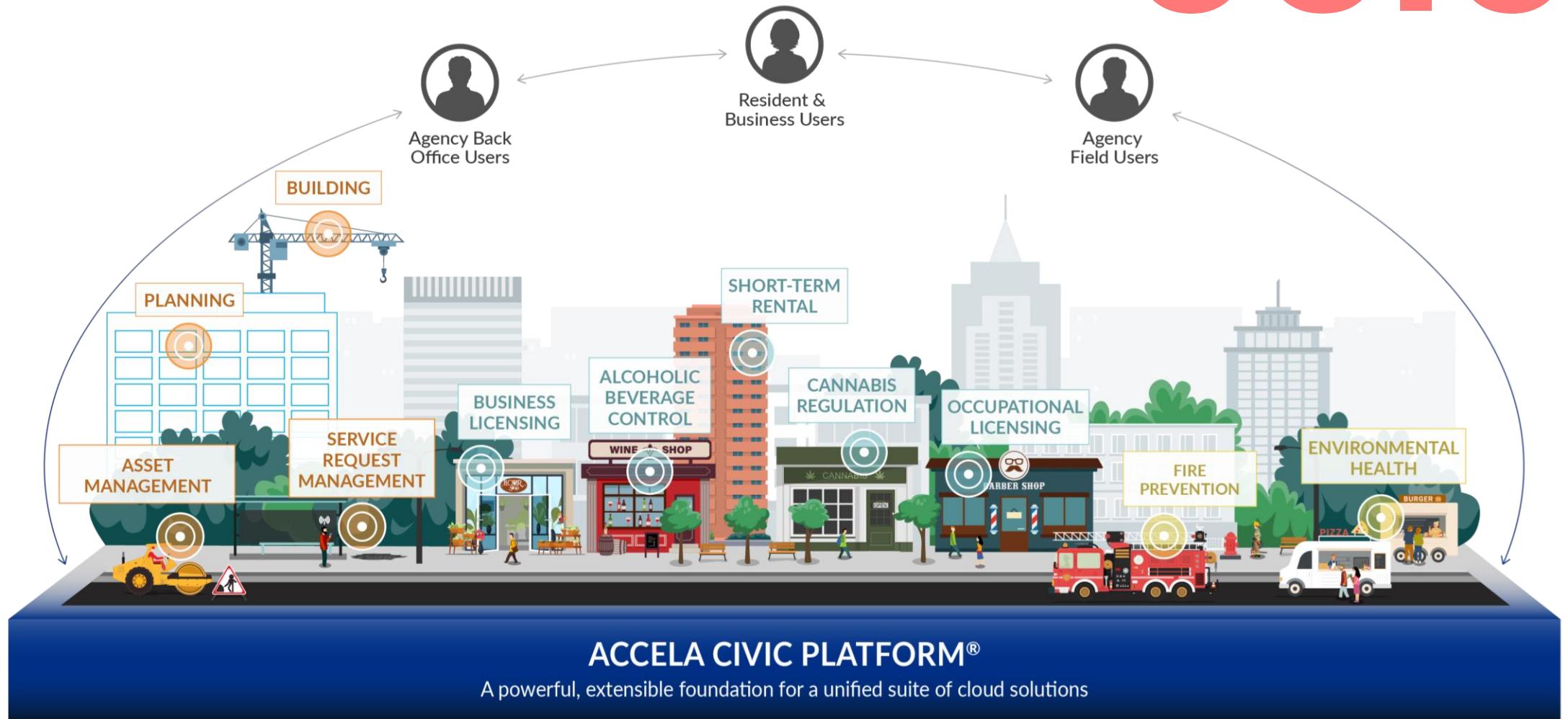


5c.5

From Vision to Solutions

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Built on decades of government best practices, yet configurable to your unique needs



WORLD CLASS DATA SECURITY WITH MICROSOFT® AZURE® | ONE-STOP-SHOP FOR RESIDENTS & BUSINESSES | INDUSTRY LEADING WORKFLOW CAPABILITIES | MOBILE & GIS-POWERED FIELD TOOLS

City of Brawley



City Council

January 20, 2026

Agenda Item No. 5d

STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Silvia Luna, Finance Director
Subject: Fiscal Year 2025/26 General Fund Q1 Budget Report

RECOMMENDATION:

Receive and file the Fiscal Year 2025/26 General Fund Q1 Budget Report and approve the recommended budget adjustments.

BACKGROUND INFORMATION:

The 2025/26 Q1 Budget Report provides an update of the City's fiscal activities from July 1, 2025, to September 30th, 2025. Requests are reviewed and discussed by the City Manager and Directors before recommendations are presented in the attached Report.

FISCAL IMPACT:

Staff recommend the following General Fund budget adjustments:

Fund	Revenues Adjustment	Expenses Adjustment
101- General Fund	\$ 8,325	\$ 47,157

Including the recommended budget adjustments, the projected fiscal outcome for FY 2025/26 is an estimated deficit of \$160,303. This projected deficit reflects minor, one-time revenue adjustments related to donation-based activities and the anticipated sale of surplus assets, which do not represent ongoing revenue sources. On the expenditure side, the adjustments include increased appropriations for special events and other small operating budgets, as well as the inclusion of temporary salary costs that were inadvertently omitted during final budget adoption.

The projected General Fund deficit may be partially or fully mitigated through future revenue adjustments. Based on a review of the first six months of revenue activity, staff will evaluate potential sales tax revenue adjustments and will return to City Council with any recommended changes as part of the Q2 Budget Report.

ALTERNATIVES:

City Council may elect not to approve the recommended budget adjustments; however, this would create large budget to actual variances and changing operational conditions would not be reflected in the current budget.

ATTACHMENTS:

1. 2025/26 General Fund Q1 Budget Report

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

Throughout the fiscal year each Department monitors their budget(s) and proposes adjustments to reflect current conditions and ongoing operational needs.

REPORT APPROVAL(S):Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved – 1/14/2026

2025/26 Q1 GENERAL FUND BUDGET REPORT

January 20, 2026

Quarterly budget reports are presented to provide updates on variances from the adopted budget, ensure ongoing oversight of public funds, outline current and anticipated activities, and request necessary budget adjustments. Revenues and expenditures for funds not discussed in this report are tracking within budget.

A summary of all approved and recommended General Fund budget adjustments since adoption of the FY 2025/26 Budget in June 2025 is provided in Exhibit C and summarized below. If the recommended mid-year budget adjustments presented in Exhibits A and B are approved, the amended budget would reflect an estimated deficit of \$160,303.

GENERAL FUND FY 2025/26 BUDGET SUMMARY

Adopted Revenues	\$	26,862,692
City Council Approved Adjustments (Q1)	\$	-
(+) Recommended Adjustments	\$	8,325
	TOTAL REVENUES	\$ 26,871,017
Adopted Expenses	\$	26,792,163
City Council Approved Adjustments (Q1)	\$	192,000
(+) Recommended Adjustments	\$	47,157
	TOTAL EXPENSES	\$ 27,031,320
	BUDGET SURPLUS/(DEFICIT)	\$ (160,303)

Overall, first-quarter results indicate the budget is generally tracking as expected, with several emerging trends requiring continued monitoring.

OPERATIONAL UPDATES

The FY 2025/26 Budget continues to reflect trends observed in late FY 2024/25. External economic factors at both the statewide and local levels—including rising utility costs, declining fuel prices, ongoing inflationary pressures, tariff-related concerns, and rising unemployment—present potential risks to revenue growth. These conditions may contribute to tax revenue volatility, which could adversely impact General Fund revenues that support core City operations.

Internally, first-quarter FY 2025/26 tax revenues reflect an overall increase of approximately 27 percent when compared to the first quarter of FY 2024/25. This increase is driven primarily by Measure J revenues, which have helped offset declines in other tax categories. Excluding Measure J, Utility Users Tax revenues increased by approximately 9 percent compared to the prior year's first quarter. In contrast, Sales and Use Tax and Transient Lodging Tax revenues declined by approximately 20 percent during the same period.

Departmental operating expenditure remains generally consistent with budgeted expectations. Some departments are experiencing salary and benefit savings due to vacancies resulting from employee turnover and retirements, particularly within the Police and Planning Departments. Conversely, Public Safety departments are experiencing increased overtime costs that may exceed budgeted allocations due to staffing availability challenges.

Ongoing facility maintenance and repair needs continue to place pressure on the General Fund. Recent budget amendments related to renovations at the Teen Center and Lions Center resulted in additional costs totaling approximately \$192,000 that were not originally contemplated in the adopted budget.

Additionally, anticipated repairs to the Lions Center Pool—whose fiscal impact has not yet been fully determined—represent a potential future obligation. These factors contribute to the risk of the FY 2025/26 budget concluding the year with a deficit and may require consideration of General Fund reserves.

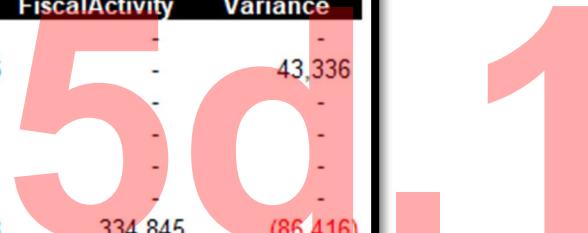
The City remains focused on closely monitoring economic conditions and tax revenue trends while actively managing expenditures to ensure compliance with adopted appropriations. Staff continue to prioritize cost containment measures, limit discretionary spending, and ensure that resources are directed toward planned initiatives and essential services in alignment with the adopted FY 2025/26 budget.

Additionally, the City continues to pursue grant funding opportunities to support major capital improvements, including enhancements to City facilities, parks, and public spaces. While concerns remain regarding recent federal funding limitations, staff remain committed to pursuing external funding sources to minimize reliance on General Fund reserves.

Given the uncertain economic outlook, including discussions of a potential recession or economic downturn, it is critical for the City to continue building reserves, pursuing grant funding opportunities, and exercising prudent fiscal management. These efforts will be essential in mitigating potential reductions in tax revenues and ensuring the continued delivery of essential public services.

REVENUES

Total recommended General Fund revenue adjustments are \$ 8,325. Exhibit A provides a summary of the adjustments. Below are some of the key highlights of the revenue category:



Tax Description	Q1 FY25-26 FiscalActivity	Q1 FY24-25 FiscalActivity	Variance
Current secured property tax	-	-	-
VLF swap - Property Tax SB1096	43,336	-	43,336
Current unsecured property tax	-	-	-
Other property taxes	-	-	-
RPTTF - RDA Pass Thru	-	-	-
RPTTF Residual	-	-	-
Sales and use taxes	248,428	334,845	(86,416)
Sales and Transaction and Use Tax (Measure J)	252,270	-	252,270
Transient lodging taxes	49,212	61,329	(12,117)
Franchise taxes	44,407	41,927	2,480
Business license tax	6,255	3,729	2,526
Real property transfer tax	8,908	4,419	4,490
Utility users tax	527,312	482,718	44,594
Other in-lieu taxes	-	-	-
Impact fees	420	464	(44)
Total Tax Revenue	\$ 1,180,549	\$ 929,429	\$ 251,119

Tax Revenue: During Q1, the City's tax revenue, which represents approximately 55% of the General Fund revenues, saw an overall 27% (or a \$ 929,429) increase compared to Q1 from 2024. The main driver for this spike is the implementation of the additional Sales and Use Transaction tax (Measure J) that went into effect April 1st, 2025.

Measure J receipts totaled \$252,269.57 during Q1. While Measure J revenues exceeded the City's regular Sales and Use Tax (Bradley-Burns), this reflects the broader structure of the Transactions and Use Tax. Measure J captures a wider range of taxable activity, including online purchases, out-of-city purchases delivered into the City, and large business purchases subject to use tax. As a result, Measure J benefits from a broader and more resilient tax base, which contributes to stronger and more stable revenue collections compared to traditional point-of-sale sales tax. While Measure J continues to perform strongly, the revenue trend remains inconclusive as the City has not yet collected a full year of data. Although the FY 2025/26 Measure J revenue was conservatively budgeted at a lower estimate, staff will continue to closely monitor collection activity and may propose a revenue adjustment as part of the Q2 or Q3 Budget Report if trends support such action.

The City's **Sales and Use Tax** (Bradley- Burns) experienced an overall decline during the quarter, primarily driven by lower fuel prices, reduced sales of agricultural equipment, and decreased auto repair activity. While retail sales remained relatively strong and helped support overall tax revenues, the combined effects of declining fuel prices, reduced economic activity resulting from business closures within the City and the region, and increased consumer uncertainty contributed to slower taxable activity during this period.

The City's **Utility Users Tax** experienced a strong first quarter, increasing by approximately 9 percent (\$44,594) compared to Q1 of 2024, primarily due to higher utility costs.

Staff will continue to monitor Tax revenue activity and are not recommending a revenue adjustment at this time. Consistent with GFOA best practices, staff will evaluate six months of data before determining whether a sustained positive trend exists that would warrant a future budget adjustment.

Grants: During Q1, the General Fund received \$38,751 in grant reimbursements related to Police Department grants. In addition, the Parks and Recreation Department received its first advance payments from the IID Public Green Space Grant and the GLOW Grant, both of which were closed during Q2. The City currently administers 23 active grants; however, only seven directly support the General Fund. These include multi-year Police Department grants and Library grants. Most grants are restricted to specific programs or capital purposes and do not provide direct General Fund support.

Permits & Licenses: This revenue category has experienced moderate activity during Q1 and continues to perform within budgeted expectations. No adjustments are recommended at this time.

Fees and Charges: Although the City has recently adopted a new User Fee and Regulatory Fee Schedule, which will take effect on February 1, staff will maintain a conservative approach to revenue forecasting and will monitor revenue activity over the coming months before bringing forward any recommended budget adjustments.

Interest in Investments: Interest earnings exceeded budgeted levels during the first quarter, primarily due to higher-than-anticipated interest rates and cash balances. Staff will continue to monitor investment performance and will evaluate potential revenue adjustments as part of the Q2 Budget Report once additional trend data is available.

Sale of Property: The City has an Asset Surplus Policy that allows departments to formally declare assets that are no longer needed or are non-operational as surplus, enabling those assets to be donated, sold, or scrapped in accordance with established procedures. During Q1, the Police Department sold eight vehicles, and the Graffiti Abatement Program sold one asset. A budget adjustment of \$8,325 is proposed in the Q1 Budget Report to recognize the associated one-time revenue.

Reimbursements and other Cost Recovery: The City has three active Memoranda of Understanding with the School District and the Imperial County Office of Education (ICOE). Through these agreements, the City funds three School Resource Officer (SRO) positions and related equipment to provide services to local schools. Reimbursement for Q1 expenditures, totaling \$126,009, is expected to be received during Q2 and will directly support the General Fund.

Donations and other contributions: The City's Donation Acceptance Policy provides a framework for accepting monetary and in-kind donations. A Q1 revenue budget

adjustment is recommended to recognize monetary donations received during the reporting period. A complete listing of donors is provided below to acknowledge and thank those who have generously contributed in support of City operations. No donations were rejected during this reporting period.

Two donation-related revenue adjustments are recommended, totaling \$1,100, as outlined below:

\$1,000 – Donation from Innercare for the 2025 State of the City Event.

\$100 – from Desert RV for the City's 2025 Health and Benefits Fair.

Received From	Purpose	Monetary	Supplies
Innercare	2025 State of the City Event Donation	\$ 1,000.00	\$ -
Desert RV & Towing	2026 Employee Benefits Fair /Open Enrollment	\$ 100.00	\$ -
AA Electric	In-kind labor donation for the installation of breakers and electrical outlets at Parks & Recreation facilities.		\$ 4,700.00
	TOTAL DONATIONS	\$ 1,100.00	\$ 4,700

EXPENSES

As noted in the Operational Report, the majority of departments are operating within budget and are expected to end the fiscal year at budget or with savings. Total recommended General Fund expenditure adjustments amount to \$47,157, as summarized in Exhibit B.

Among the proposed General Fund expense adjustments:

- **Special Events:** The City receives donations throughout the year to support community and employee events. A budget adjustment of \$1,100 is requested to recognize related expenditures, which will be fully offset by \$1,100 in donation revenues.
- **Temporary Salaries:** The Human Resources Department transitioned to new staff following the retirement of the Human Resources and Risk Administrator in July 2025. After retirement, the department has continued to receive guidance and support from the retiree through a retired annuitant arrangement. This expense was inadvertently omitted during the budget adoption process; therefore, a budget adjustment of \$46,057 is requested to appropriate funds for this temporary support.

Other General Fund Expense Trends

- **Salaries & Benefits:** Some departments are building savings due to vacancies and retirement of staff; some departments such as the Police Department and

Planning Department can potentially observe some savings towards the end of the fiscal year.

- **Overtime:** Overtime expenditure within the Public Safety departments remains elevated due to staff turnover and limited personnel availability. During Q1, Police Department overtime totaled approximately \$146,000, while Fire Department overtime totaled approximately \$134,000. The Fire Department is in the process of adding two additional firefighters to help mitigate overtime costs beginning in Q2; however, overtime expenditures may continue to exceed the department's budgeted appropriation for the fiscal year. If overtime levels do not stabilize, a budget adjustment may be required as part of the Q3 Budget Report.
- **Repairs & Maintenance /Facility improvements:** The General Fund continues to experience ongoing pressure from facility repairs and necessary modifications to accommodate staff and community programs. During Q1, the City approved additional appropriations to complete floor renovations at the Teen Center and Lions Center, resulting in a \$192,000 impact to the General Fund. Additionally, the FY 2025/26 Budget is expected to be further impacted by the Lions Center Pool Rehabilitation Project, the total fiscal impact of which remains undetermined at this time and is anticipated to require General Fund support. The City is awaiting final cost information to appropriately allocate funding while the project is underway. A future budget adjustment will be required once final project costs are provided to the City.
- **Other Operating Supplies/Staffing:** As the City awaits completion of the Lions Center Pool rehabilitation project, with reopening currently anticipated in Spring 2026, the FY 2025/26 Budget did not include appropriations to support pool operations due to the lack of a defined timeline at the time of budget adoption. As a result, future budget adjustments in Q3 and Q4 will be necessary to fund operational costs associated with the reopening, including chemicals, natural gas, temporary staffing, and other operating supplies. Staff will return to City Council with detailed cost estimates and recommended budget adjustments once the reopening timeline is finalized.

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Fiscal Year 2025/26 Q1 Budget Report - Revenue Adjustments

Fund Name	Revenue Type	Department	Account Number	Account Description	Year-to-Date	Current Budget	Increase/ (Decrease)	Amended Budget	Reason for Adjustment
101 - General Fund	Contributions	Department: 111 - City Council	101-111.000-750.601	Contributions	1,000	-	1,000	1,000	To adjust revenue budget for donations received during Q1
102 - General Fund	Contributions	Department: 153 - Human Resources	101-153.000-750.400	Contributions	100	-	100	100	To adjust revenue budget for donations received during Q2
103 - General Fund	Sale of Assets	Department: 211- Police Department	101-211.000-470.100	Sale of Property	6,675	-	6,675	6,675	To adjust revenue budget for sale of surplus assets (vehicles) during Q1
103 - General Fund	Sale of Assets	Department: 211- Police Department	101-211.300-470.100	Sale of Property	550	-	550	550	To adjust revenue budget for sale of surplus assets (vehicles) during Q1
TOTAL BUDGET ADJUSTMENTS						\$ 8,325.00	\$ -	\$ 8,325	\$ 8,325.00

Fiscal Year 2025/26 Q1 Budget Report - Expense Adjustments

Fund Name	Department	Account Number	Account Description	Year-to-Date	Current Budget	Increase/ (Decrease)	Amended Budget	Reason for Adjustment
101 - General Fund	Department: 111 - City Council	101-111.000-750.601	Special Events	1,000	-	1,000	1,000	To adjust budget for donations received during Q1
101 - General Fund	Department: 153 - Human Resources	101-153.000-750.400	Travel & Training	(719)	4,000	100	4,100	To adjust budget for donations received during Q1
101 - General Fund	Department: 153 - Human Resources	101-153.000-700.200	Temporary Salaries	4,987	-	42,784	42,784	To allocate funding for HR extra help (retired annuitant hours)
101 - General Fund	Department: 153 - Human Resources	101-153.000-710.200	FICA	4,525	17,043	3,273	20,316	To allocate funding for HR extra help (retired annuitant hours)
				\$ 9,793	\$ 21,043	\$ 47,157	\$ 68,199.98	

FY 2025/26 General Fund Budget Overview

Adopted Revenues				\$ 26,862,692
Approval Date	Budget Adjustment No.	Account Number	Budget Adjustment Description	Adjustment Amount
1/20/2026			Q1 review proposed budget report adjustments	8,325
TOTAL ADJUSTED REVENUES				\$ 26,871,017
Adopted Expenses				\$ 26,792,163
Approval Date	Budget Adjustment No.	Account Number	Budget Adjustment Description	Adjustment Amount
7/15/2025	BA0000207	101-521.000-800.300	Lion Ctr and Teen Center Facility Renovations	192,000
1/20/2026			Q1 proposed budget report adjustments	47,157
TOTAL ADJUSTED EXPENSES				\$ 27,031,320
Total Budget Surplus/(Deficit)				\$ (160,303)