



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
November 04, 2025, 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

Gil Rebollar, Mayor
JJ Galvan, Mayor Pro-Tempore
Timothy Kelley, Council Member
John Grass, Council Member
Perry Monita, 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

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

2. 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: (Three Cases)

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: City Manager
Management, Confidential & Unrepresented

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.sonico@brawley-ca.gov or call 760-351-3048 any time before 2:30 PM, - November 04, 2025.

a. Public Comments for Items not on the Agenda.

4. CONSENT AGENDA

a. Approve City Council Meeting Minutes:

- October 21, 2025 Meeting
- October 24, 2025 Special Meeting

(2 attachments)

b. Approve Accounts Payable: October 04, 2025 to October 17, 2025

(2 attachments)

c. Approval to Receive and file the First Quarter Fiscal Year 2025/26 Treasury Report for Quarter Ended September 30, 2025.

(3 attachments)

- d. Approve Second Reading and Adoption of Ordinance 2025-____ Amending Brawley Municipal Code Chapter 16a, for the Purpose of Adopting a System of Registering Vacant Properties and Amending Standards for the Same.
(3 attachments)
- e. Approve Resolution to accept the FY 2025-2026 Office of Traffic Safety (OTS) Grant of \$80,000.00, Ratifying the Submission of the Grant Application, and Authorizing Execution of Related Grant Documents.
(3 attachments)
- f. Approve and Award Western Avenue Improvements to Rove Engineering.
(2 attachments)
- g. Review and Approve the Operational Agreement with WomanHaven, A Center for Family Solutions, and the Brawley Police Department for the period of October 1, 2025 through September 30, 2026, and authorize the Chief of Police to execute all relevant documents.
(2 attachments)
- h. Approve Letter of Support for City of Calexico's Advocacy for Proposition 4 Funding for New River Projects.
(2 attachments)
- i. Approve Letter of Support for the Imperial County Transportation Commission's Caltrans Planning Grant Application to Identify Transit-Oriented Development Opportunities within Imperial County.
(2 attachments)
- j. Ratify Agreement with Empire Southwest for the Purchase of a Backhoe.
(2 attachments)

5. REGULAR BUSINESS

- a. Potential action to receive and file the 2024/25 General Fund Year-End Budget Report, approve the amended budget carryovers from fiscal year 2024/25 to fiscal year 2025/26, and allocations to reserves. Presented by Silvia Luna, Finance Director.
(2 attachments)
- b. Potential action to review and approve the revised City of Brawley Dress Code Policy as presented. Presented by Sylvia Vizcarra, Human Resource Administrator
(3 attachments)
- c. Potential action to approve the Tyson Medical Foundation/Inferno's proposed Cattle Call Family Night event, including provisions for alcohol sales and road closure. Presented by John Tang, Interim Parks and Recreation Manager.
(5 attachments)

- d. Potential action to approve a Memorandum of Understanding (MOU) with the Brawley Elementary School District (BESD) and the City of Brawley to Implement a Youth Soccer Program (MLS GO) through the Brawley Police Department. Presented by: Jimmy Duran, Chief of Police.

(2 attachments)

- e. Potential Action to Approve Budget Adjustment to FY 25-26 and Position Allocations for One Full-Time Firefighter and One Full-Time Limited Term Firefighter. Presented by Mike York, Fire Chief.

(2 attachments)

6. CITY MANAGER REPORT

7. CITY COUNCIL MEMBER REPORTS

8. CITY ATTORNEY REPORT

9. INFORMATIONAL REPORTS

ADJOURNMENT: *Regular Meeting November 25, 2025 @ 6:00 PM*, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk 760-351-3048.

Ana Gutierrez, City Clerk

**CITY OF BRAWLEY
CITY COUNCIL MEETING MINUTES
October 21, 2025**

4a

The City Council of the City of Brawley, California, met in a regular meeting at 5:30 p.m. in 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 pursuant to Cal. Govt. Code § 54954.2.

REGULAR MEETING:

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

PRESENT: Monita, Grass Galvan, Rebollar
PRESENT VIA ZOOM: Kelley (Logged on for the Closed Session and Regular Meeting inasmuch as he was out of town on City business pursuant to Cal. Govt. Code § 54953(j)(2))

ABSENT: None

INVOCATION: CM Grass

PLEDGE OF ALLEGIANCE: CM Monita

1. APPROVAL OF AGENDA

The Agenda was approved. **m/s/c Grass/Monita 4-0**

2. 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: (Three Cases)

Direction given on one case. Updates given on two cases with no direction given.

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

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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.sonico@brawley-ca.gov or call 760-351-3048 anytime before 2:30 p.m. on October 7, 2025.

- a. Public Comments on Items not on the Agenda.
 - Sarina Guerra, Founder of the People's Press newspaper.
 - Justin Orsino, Team Member of the People's Press newspaper.

Comments may be heard here:

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

4. CONSENT AGENDA

m/s/c Galvan/Monita/4-0

- a. **APPROVED** City Council Meeting Minutes:
 - October 07, 2025
- b. **APPROVED** Accounts Payable: September 20, 2025, to October 03, 2025.
- c. **APPROVED** and **AUTHORIZED** Change Order No. 1 to the Police Department (PD) Improvements Project.

- d. **APPROVED** Purchase of Backhoe for the Public Works Streets & Utilities Division.
- e. **APPROVED** Recommendation to the Reject Claim Presented to the City.
- f. **APPROVED** and **RATIFIED** City Manager action to submit claims to participate in the national class actions against opioid manufacturers.

Comments may be heard here:

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

5. REGULAR BUSINESS:

- a. Potential action to approve the Elks' request for road closure, the sale of alcohol, and waiver of fees to host their Cattle Call BBQ. Presented by John Tang, Interim Parks and Recreation Manager.

m/s/c Galvan/Grass/5-0

Comments may be heard here:

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

- b. Potential action to approve Saint Margaret Mary Catholic Church's request for road closure and waiver of fees to facilitate their annual Feast Day celebration. Presented by John Tang, Interim Parks and Recreation Manager.

m/s/c Grass/Monita/5-0

Comments may be heard here:

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

- c. Potential action to approve Introduction and First Reading of Ordinance 2025-__ Amending Brawley Municipal Code Chapter 16a, For the Purpose of Adopting a System for Registering Vacant Properties and Amending Maintenance Standards for the same. Presented by Denise Garcia, Special Projects Manager.

m/s/c Kelley/Galvan/5-0

Comments may be heard here:

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

6. 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:

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

9. INFORMATIONAL REPORTS

None

The meeting was adjourned at 7:17 p.m. and reconvened in a closed session.

Emmet Fried, Deputy City Clerk

**CITY OF BRAWLEY
CITY COUNCIL MEETING MINUTES
October 24, 2025**

The City Council of the City of Brawley, California, met in a special meeting at 6:00 p.m. at the Historic Hidalgo Hall. The date, time, and place of said meeting were duly established. The City Clerk attests to the posting of the agenda pursuant to Cal. Govt. Code § 54954.2.

SPECIAL MEETING:

Mayor Rebollar called the meeting to order at 6:51 p.m.

PRESENT: Monita, Grass, Kelley, Galvan, Rebollar
PRESENT VIA ZOOM: None
ABSENT: None

INVOCATION: Pastor J.A. Conner, New Bethel Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Pro-Tempore Galvan

1. APPROVAL OF AGENDA

The Agenda was approved. **m/s/c Grass/Kelley/5-0**

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

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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.sonico@brawley-ca.gov or call 760-351-3048 any time before 2:30 p.m. on October 7, 2025.

- a. Public Comments on Items not on the Agenda.
None

3. REGULAR BUSINESS:

- a. State of the City Address. Presented by Gil Rebollar, City of Brawley

The meeting was adjourned at 7:28 p.m.

Emmet Fried, Deputy City Clerk

City of Brawley

City Council

Nov 04, 2025

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 October 04, 2025 to October 17, 2025

RECOMMENDATION:

Approve demand check registers processed from October 04, 2025 to October 17, 2025.

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	250	127	0.00	717,561.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-86,328.76
Bank Drafts	11	11	0.00	380,035.71
EFT's	32	18	0.00	163,834.10
	293	160	0.00	1,175,102.54

Utility refunds included the following:
None.

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

4b

ATTACHMENTS:

1. Check Report by Check Number

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

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved – 10/23/2025

Approved – 10/22/2025



City of Brawley

Check Report

By Check Number

Date Range: 10/04/2025 - 10/17/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account						
02405	Brawley Analytical Inc.	10/10/2025	EFT	0.00	479.50	1096
001465	Invoice	10/07/2025	Water Testing/Labs Sep 17 & 24	0.00	479.50	
00248	Brenntag Pacific, Inc.	10/10/2025	EFT	0.00	18,998.81	1097
BPI548446	Invoice	10/08/2025	CHEMICAL DELIVERIES	0.00	4,707.15	
BPI550829	Invoice	10/08/2025	CHEMICAL DELIVERIES	0.00	7,820.50	
BPI551968	Invoice	10/08/2025	CHEMICAL DELIVERIES	0.00	6,471.16	
00430	D Taussig & Associates Inc	10/10/2025	EFT	0.00	2,350.25	1098
2507039	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	375.25	
2507040	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	375.25	
2507041	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	317.75	
2507042	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	317.75	
2507094	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	463.90	
2507095	Invoice	10/09/2025	CFD Consulting Services FY25-26	0.00	500.35	
02299	Infosend Inc.	10/10/2025	EFT	0.00	6,066.00	1099
293854	Invoice	10/09/2025	FY25-26 UB Mailing Services- Year 3	0.00	6,066.00	
01001	Kemira Water Solutions Inc	10/10/2025	EFT	0.00	22,968.06	1100
9017909521	Invoice	10/08/2025	KEMIRA CHEMICAL AGREEMENT	0.00	10,568.90	
9017909810	Invoice	10/08/2025	KEMIRA CHEMICAL AGREEMENT	0.00	12,399.16	
02340	Municipal Information Technology Association	10/10/2025	EFT	0.00	130.00	1101
300006279	Invoice	10/08/2025	Southern Chapter Full Member	0.00	130.00	
01347	Polydyne Inc	10/10/2025	EFT	0.00	7,830.97	1102
1966180	Invoice	10/08/2025	Clarifloc WE-1474	0.00	7,830.97	
01609	Staples Business Credit	10/10/2025	EFT	0.00	62.07	1103
6040486687	Invoice	10/08/2025	Tape/Coffee Pods/Snacks	0.00	62.07	
00145	Vestis Group, Inc.	10/10/2025	EFT	0.00	106.20	1104
5220506117	Invoice	10/07/2025	Mats/Dust Mops	0.00	106.20	
02242	Andrade Acquisitions	10/14/2025	EFT	0.00	16,576.07	1105
Application 5	Invoice	10/14/2025	Police Department Remodel	0.00	16,576.07	
02526	Bound Tree Medical LLC	10/16/2025	EFT	0.00	1,015.45	1106
85932928	Invoice	10/15/2025	Medical Supplies	0.00	444.78	
85934637	Invoice	10/15/2025	Medical Supplies	0.00	91.90	
85940355	Invoice	10/15/2025	Medical Supplies	0.00	478.77	
00248	Brenntag Pacific, Inc.	10/16/2025	EFT	0.00	18,742.83	1107
BPI531042	Invoice	10/15/2025	Ferric Sulfate	0.00	4,019.23	
BPI543329	Invoice	10/15/2025	CHEMICAL DELIVERIES	0.00	6,575.33	
BPI545022	Invoice	10/15/2025	CHEMICAL DELIVERIES	0.00	8,148.27	
00575	Enterprise FM Trust	10/16/2025	EFT	0.00	48,093.02	1108
FBN5444927	Invoice	10/13/2025	R & M Cost/Unit Leases/Maint Fees/Oct 2...	0.00	48,093.02	
01977	ESO Solutions Inc	10/16/2025	EFT	0.00	6,076.14	1109
ESO-174901	Invoice	10/15/2025	ESO Solutions - Record Management Syst...	0.00	6,076.14	
02571	Health and Human Resource Center Inc	10/16/2025	EFT	0.00	663.60	1110
E0351214	Invoice	10/14/2025	Employee Assitance Program/Sep 2025	0.00	329.70	
E0354660	Invoice	10/13/2025	Employee Assistance Program/Nov 2025	0.00	4.20	

Check Report

Date Range: 10/04/2025 - 10/17/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
E0354661	Invoice	10/13/2025	Employee Assitance Program/Nov 2025	0.00	329.70	
01001	Kemira Water Solutions Inc	10/16/2025	EFT	0.00	13,214.90	1111
9017904411	Invoice	10/15/2025	KEMIRA CHEMICAL AGREEMENT	0.00	13,214.90	
02346	LexisNexis Risk Solutions FL Inc.	10/16/2025	EFT	0.00	404.25	1112
1300190147	Invoice	10/14/2025	AVCC Annual Subscription Fee/Sep 2025	0.00	404.25	
02624	QQCW Topco LLC	10/16/2025	EFT	0.00	55.98	1113
ARB236718	Invoice	10/14/2025	Car Wash Membership/FD	0.00	55.98	
01919	Jimmy Duran	10/09/2025	Regular	0.00	-1,209.24	307226
02708	J.D.M.L., Inc.	10/15/2025	Regular	0.00	-85,119.52	307339
00002	360 Business Products	10/10/2025	Regular	0.00	192.58	307371
WO-48483-1	Invoice	10/01/2025	Binders/Pins/Pen/Marker/Stapler	0.00	192.58	
00084	AlSCO American Linen Div Steiner Corp	10/10/2025	Regular	0.00	548.59	307372
LYUM1912069	Invoice	10/07/2025	Cleaning Srvcs/Supplies/WWTP	0.00	143.21	
LYUM1912711	Invoice	10/07/2025	Cleaning Srvcs/Supplies/Rec	0.00	34.74	
LYUM1912712	Invoice	10/07/2025	Cleaning Srvcs/Supplies/Planning	0.00	75.83	
LYUM1912714	Invoice	10/07/2025	Cleaning Srvcs/Supplies/PW	0.00	33.64	
LYUM1912723	Invoice	10/06/2025	Cleaning Srvcs/Supplies/PD	0.00	184.03	
LYUM1912731	Invoice	10/07/2025	Cleaning Srvcs/Supplies/WTP	0.00	77.14	
02703	American Asphalt South, Inc.	10/10/2025	Regular	0.00	309,551.81	307373
3	Invoice	10/08/2025	Street Maintenance Improvements	0.00	309,551.81	
00108	Ana Gutierrez	10/10/2025	Regular	0.00	64.50	307374
10-25Reimburse	Invoice	10/08/2025	ICCR/Impvts on Western Ave_Main St to B...	0.00	64.50	
02790	Anthony Hernandez	10/10/2025	Regular	0.00	80.00	307375
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/W.Lopez/A.Hernandez	0.00	80.00	
02737	Atkinson, Andelson, Loya, Ruud & Romo	10/10/2025	Regular	0.00	2,137.50	307376
761372	Invoice	10/06/2025	Attorney Srvcs/Imp.WP Investigation- 000...	0.00	2,137.50	
00184	Babcock Laboratories Inc	10/10/2025	Regular	0.00	615.53	307377
C151664-2441	Invoice	10/07/2025	Water Testing/Labs	0.00	59.43	
C151845-2441	Invoice	10/07/2025	Water Testing/Labs	0.00	556.10	
00215	Biometrics4All Inc	10/10/2025	Regular	0.00	9.75	307378
BRAWL0136	Invoice	10/07/2025	RELAY FEES/September 2025	0.00	7.50	
BRWPD0037	Invoice	10/06/2025	RELAY FEES/September 2025	0.00	2.25	
00228	Brawley Ace Hardware	10/10/2025	Regular	0.00	1,730.97	307379
A88581/2	Invoice	10/07/2025	Rsprtr Valved/Shoe Guards/Hood Prtct/Sfty...	0.00	38.67	
A90146/2	Invoice	10/07/2025	Paint	0.00	882.78	
A91127/2	Invoice	10/06/2025	Dish Soap	0.00	14.97	
A99960/2	Invoice	10/06/2025	Saw Blade/Stakes/Wood Studs	0.00	44.50	
B30189/2	Invoice	10/06/2025	Caution Tape/Bleach/Stakes	0.00	91.75	
B30648/2	Invoice	10/08/2025	Connector/Elbow/Bushing	0.00	18.88	
B31294/2	Invoice	10/08/2025	Texture Paint/Grip/Primer/Grid/Bucket	0.00	88.01	
B31380/2	Invoice	10/08/2025	Cable Ties/Tape/Connector	0.00	11.93	
B31613/2	Invoice	10/08/2025	Glueboard	0.00	10.86	
B32212/2	Invoice	10/06/2025	Screws/Wood/Lumber	0.00	146.61	
B32282/2	Invoice	10/08/2025	Caution Tape	0.00	15.21	
B32889/2	Invoice	10/06/2025	Bleach	0.00	31.29	
B33041/2	Invoice	10/06/2025	Marking Paint	0.00	21.73	
B33700/2	Invoice	10/06/2025	Air Freshener/Surge Protector/Insect Killer	0.00	94.75	
B34101/2	Invoice	10/06/2025	Coupling/Strap/Valve/Bit/Anchor/Hose/Bo...	0.00	93.08	
B34173/2	Invoice	10/06/2025	Marking Chalk/Bit Set/Blade Set/Srews	0.00	43.82	
B34265/2	Invoice	10/06/2025	Screws	0.00	13.69	
X26839/2	Invoice	09/26/2025	Union PVC	0.00	17.39	

Check Report

Date Range: 10/04/2025 - 10/17/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
X26898/2	Invoice	10/06/2025	First Aid Kit/Pool Care Shock Treatment/CI...	0.00	51.05	
	Void		10/10/2025 Regular	0.00	0.00	307380
00232	Brawley Chamber of Commerce	10/10/2025 Regular	10/10/2025 Regular	0.00	64.00	307381
09302025	Invoice	10/06/2025	Business License Tax 7/1/25 - 9/30/25	0.00	64.00	
00240	Brawley Public Safety Employee	10/10/2025 Regular	10/10/2025 Regular	0.00	1,800.00	307382
INV0006912	Invoice	10/03/2025	Union Dues	0.00	50.00	
INV0006930	Invoice	10/03/2025	Union Dues	0.00	1,750.00	
02791	Brian Navarro	10/10/2025 Regular	10/10/2025 Regular	0.00	70.00	307383
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/A.Navarro	0.00	70.00	
00278	California Diesel Compliance Inc	10/10/2025 Regular	10/10/2025 Regular	0.00	375.00	307384
25-1267	Invoice	10/07/2025	Clean Truck Testing/PSIP	0.00	375.00	
00287	California State Disbursement	10/10/2025 Regular	10/10/2025 Regular	0.00	2,147.05	307385
INV0006900	Invoice	10/03/2025	Child Support Deductions	0.00	1,571.06	
INV0006922	Invoice	10/03/2025	Child Support Deductions	0.00	575.99	
02792	Cecilia Esparza	10/10/2025 Regular	10/10/2025 Regular	0.00	225.00	307386
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/N.Esparza/P.Esparza/S.Co...	0.00	225.00	
00377	Clinical Laboratory of San Bernardino Inc	10/10/2025 Regular	10/10/2025 Regular	0.00	620.00	307387
25I1980-KIM CLI...	Invoice	10/07/2025	Haoloacetic Acids/Trihalomethanes/Labs	0.00	620.00	
02794	Denise Lopez	10/10/2025 Regular	10/10/2025 Regular	0.00	70.00	307388
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/A.Ayala	0.00	70.00	
02560	Desert RV Service & Towing LLC	10/10/2025 Regular	10/10/2025 Regular	0.00	7,029.11	307389
1969	Invoice	10/08/2025	Installation of work equipment on truck #...	0.00	7,029.11	
00531	EA Electric	10/10/2025 Regular	10/10/2025 Regular	0.00	2,533.88	307390
INV317	Invoice	10/07/2025	Instrumentation/Electrical Work/Radar Se...	0.00	2,533.88	
02795	Edilia Gonzalez	10/10/2025 Regular	10/10/2025 Regular	0.00	100.00	307391
9-25Refund	Invoice	10/08/2025	Facility Requested/Baby Shower/9/27/25	0.00	100.00	
00569	Empire Southwest LLC	10/10/2025 Regular	10/10/2025 Regular	0.00	5,575.66	307392
EMWK4096378	Invoice	10/07/2025	Service Repair/Hydraulic Leakage	0.00	815.90	
EPWK0679361	Invoice	10/08/2025	Generators service contract	0.00	1,495.55	
EPWK0679385	Invoice	10/08/2025	Generators service contract	0.00	3,264.21	
00629	Federal Express Corp	10/10/2025 Regular	10/10/2025 Regular	0.00	65.06	307393
9-007-02947	Invoice	10/06/2025	Postage	0.00	13.64	
9-007-02948	Invoice	10/06/2025	Postage	0.00	51.42	
00653	Flock Safety	10/10/2025 Regular	10/10/2025 Regular	0.00	91,500.00	307394
INV-68147	Invoice	10/09/2025	FLOCK SAFETY CONTR 2025	0.00	31,500.00	
INV-76011	Invoice	10/09/2025	FLOCK SAFETY CONTR 2025	0.00	60,000.00	
02728	Flora Michele Anaya	10/10/2025 Regular	10/10/2025 Regular	0.00	20.00	307395
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/G.Noriega	0.00	20.00	
00660	Franchise Tax Boards State Of California	10/10/2025 Regular	10/10/2025 Regular	0.00	1,378.52	307396
INV0006913	Invoice	10/03/2025	Earnings Withholding	0.00	928.52	
INV0006931	Invoice	10/03/2025	Earnings Withholding	0.00	450.00	
02327	Garda CL West Inc. Lockbox #233209	10/10/2025 Regular	10/10/2025 Regular	0.00	498.87	307397
10830570	Invoice	10/07/2025	Armored Transportation Service/October ...	0.00	398.58	
20650778	Invoice	10/07/2025	Excess Items Shipped/September 2025	0.00	100.29	
00720	GovConnection Inc	10/10/2025 Regular	10/10/2025 Regular	0.00	5,077.02	307398
76909055	Invoice	10/06/2025	Laptop	0.00	2,538.51	
76914495	Invoice	10/06/2025	Laptop	0.00	2,538.51	

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
02095 IN0004206	HydroPro Solutions Invoice	10/08/2025	10/10/2025 Meters	Regular	0.00 0.00	11,742.61 11,742.61	307399
00791 26-01	Imperial Co Transportation Invoice	10/07/2025	10/10/2025 1st Qtr Distribution Cost/Membership Fee...	Regular	0.00 0.00	3,334.64 3,334.64	307400
00794 9-PT	Imperial County Auditor Invoice	10/08/2025	10/10/2025 County Portion/Parking Tickets 7/1/25 - 9...	Regular	0.00 0.00	55.00 55.00	307401
00799 INV0006901	Imperial County Sheriff Civil Division Invoice	10/03/2025	10/10/2025 Earnings Withholdings	Regular	0.00 0.00	50.00 50.00	307402
00823 0925156302	Imperial Valley Press Invoice	10/07/2025	10/10/2025 Notice Invitation/9/12/25	Regular	0.00 0.00	708.55 708.55	307403
02796 10-25Refund	Juan Medina Invoice	10/08/2025	10/10/2025 MLS Go/Refund/D.Medina	Regular	0.00 0.00	75.00 75.00	307404
00995 12996	Kaz-Bros Design Shop Invoice	10/06/2025	10/10/2025 Decals/Truck # 254	Regular	0.00 0.00	1,087.49 1,087.49	307405
00979 53073 53145 53147 H19718	K-C Welding Rentals Inc Invoice Invoice Invoice Invoice	10/07/2025 10/07/2025 10/07/2025 10/07/2025	10/10/2025 Chain Loop Connect Socket/Coupler Plug SVC Kit/Primer Bulb/Labor Safety Boots/Gary Martinez	Regular	0.00 0.00 0.00 0.00	432.27 25.00 30.43 101.84 275.00	307406
01020 10-25Refund	Kyle Goodsell Invoice	10/08/2025	10/10/2025 MLS Go/Refund/R.Goodsell	Regular	0.00 0.00	75.00 75.00	307407
01025 OM50271 OM50350 OM50351 OM50361 OM50368 OM50381 OM50423 OM50434 OM50445 OM50452	LaBrucherie Irrigation Supp LLC Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025 10/07/2025	10/10/2025 Adapter/Elbow/Cap Coupling/Ell/Cross/Valve/Tape/Glue/Prim... Coupling/Pump/Pump Down Marking Paint Bushing/Coupling/Box with Cover Straw Hat Ell/Cross Ell/Union Slip Standard Box/Cover Pump/Hose/Wrench/Channel Locks	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,443.69 30.22 187.58 757.56 16.07 119.12 11.95 16.92 39.39 82.48 182.40	307408
02797 10-25Refund	Leonila Bustamante Invoice	10/08/2025	10/10/2025 MLS Go/Refund/JR.Bustamante	Regular	0.00 0.00	75.00 75.00	307409
01966 INV1088	Loose Wire Electric & Air Inc Invoice	10/07/2025	10/10/2025 Service Repair/AC	Regular	0.00 0.00	605.00 605.00	307410
01096 6212914 6224438 6259415 6259416 6259755 6263625	Mallory Safety & Supply LLC Invoice Invoice Invoice Invoice Invoice Invoice	10/06/2025 10/06/2025 10/07/2025 10/07/2025 10/07/2025 10/06/2025	10/10/2025 Safety Gloves Traffic Safety Cones Safety Glasses/Powder Sticks Grape Smoke Anti-Fog Lens Safety Glasses Service Repair/BW Tech Service/Multi Gas...	Regular	0.00 0.00 0.00 0.00 0.00 0.00	595.49 118.53 187.39 37.64 140.29 28.64 83.00	307411
02798 10-25Refund	Maria Lopez-Pantoja Invoice	10/08/2025	10/10/2025 MLS Go/Refund/A.Lopez	Regular	0.00 0.00	75.00 75.00	307412
02799 10-25Refund	Marylin Astorga Invoice	10/08/2025	10/10/2025 MLS Go/Refund/G.Astorga	Regular	0.00 0.00	35.00 35.00	307413
01183 371569	McNeece Bros Oil Company Invoice	10/07/2025	10/10/2025 Fuel	Regular	0.00 0.00	17.06 17.06	307414

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
01232	MSC Industrial Supply Co., Inc.		10/10/2025	Regular		0.00	677.22 307415
58532230	Invoice	10/06/2025	Plastic Tool Box/Hand Truck Dolly		0.00	354.35	
58532240	Invoice	10/06/2025	Hand Truck Dolly		0.00	322.87	
01238	Mylo Janitorial Inc		10/10/2025	Regular		0.00	18,262.00 307416
5078256	Invoice	10/09/2025	Janitorial Service		0.00	9,131.00	
5078364	Invoice	10/09/2025	Janitorial Service		0.00	9,131.00	
01891	NV5 Inc		10/10/2025	Regular		0.00	7,155.00 307417
439297	Invoice	10/09/2025	NV5 Professional Services Jan1-Feb28		0.00	7,155.00	
01282	O'Reilly Auto Parts		10/10/2025	Regular		0.00	16.29 307418
2648-175631	Invoice	10/07/2025	Grease		0.00	16.29	
02721	Pablo Mendez		10/10/2025	Regular		0.00	151.54 307419
9-25Reimburse	Invoice	10/08/2025	Amazon/Safety Boots/9/18/25		0.00	151.54	
02715	Primo Brands		10/10/2025	Regular		0.00	1,098.66 307420
0518730277760	Invoice	10/08/2025	Bulk Water/Cooler Rental/Aug 2025		0.00	1,098.66	
01389	Railroad Management Co LLC		10/10/2025	Regular		0.00	738.41 307421
522919	Invoice	10/06/2025	PL-License Fees, Index/7/17/25 - 7/16/26		0.00	738.41	
01444	Rick's Group Diesel Inc		10/10/2025	Regular		0.00	3,960.70 307422
1927180-2	Invoice	10/06/2025	Service Repair/Body & Paint Labor/VIN 01...		0.00	3,960.70	
01453	RN Enterprises		10/10/2025	Regular		0.00	4,732.00 307423
2025-063	Invoice	10/06/2025	Annually Maintenance Srvc/Green House...		0.00	4,732.00	
02764	Rodolfo Moreno		10/10/2025	Regular		0.00	2,222.66 307424
10-25Travel	Invoice	10/08/2025	Travel Adv/2025CA Code Enforcementt/C...		0.00	2,222.66	
02800	Selene Casillas		10/10/2025	Regular		0.00	75.00 307425
9-25Refund	Invoice	10/08/2025	Facility Requested/Baby Shower/9/27/25		0.00	75.00	
02078	Southwest Traffic Signal Service Co. Inc		10/10/2025	Regular		0.00	3,516.79 307426
84581	Invoice	10/06/2025	Misc Service Tasks		0.00	3,516.79	
01884	Sunbelt Rentals		10/10/2025	Regular		0.00	542.06 307427
174701011-0001	Invoice	10/07/2025	Service Repair/Commercial Mower		0.00	357.75	
174963235-0001	Invoice	10/07/2025	Service Repair/Riding Mower		0.00	184.31	
01649	T-Mobile USA Inc		10/10/2025	Regular		0.00	2,152.89 307428
9-25TMobilePD	Invoice	10/06/2025	On Call PD Cell Phone Usage/8/21/25 - 9/...		0.00	2,152.89	
01709	Underground Service Alert of Southern CA		10/10/2025	Regular		0.00	175.81 307429
25-260854	Invoice	10/07/2025	Ca State Fee for Regulatory Costs		0.00	49.81	
920250089	Invoice	10/07/2025	New Ticket Charges/Monthly Database Ma..		0.00	126.00	
01717	United Way of Imperial County		10/10/2025	Regular		0.00	5.00 307430
INV0006910	Invoice	10/03/2025	United Way Deductions		0.00	5.00	
01725	V & V Manufacturing Inc		10/10/2025	Regular		0.00	234.76 307431
63154	Invoice	10/06/2025	Name Tag/A.Lezama/J.Blackstone/C.Badillo		0.00	96.66	
63177	Invoice	10/06/2025	PD Badge/CA Seal		0.00	138.10	
02801	Valerie Phasavath		10/10/2025	Regular		0.00	75.00 307432
10-25Refund	Invoice	10/08/2025	MLS Go/Refund/A.Phasavath		0.00	75.00	
01766	W.W. Grainger Inc		10/10/2025	Regular		0.00	432.95 307433
9654908533	Invoice	10/07/2025	Saw Blade/Trimmer		0.00	432.95	
01768	Wal-Mart Stores Inc #01-1555		10/10/2025	Regular		0.00	146.15 307434
0573 5167 3112 ...	Invoice	10/07/2025	Cups/Coffee Cream/Air Freshener/Filter/C...		0.00	146.15	
01772	Waxie Sanitary Supply		10/10/2025	Regular		0.00	760.11 307435

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
83525850	Invoice	10/07/2025	Janitorial Supplies	0.00	668.28	
83530354	Invoice	10/08/2025	Janitorial Supplies	0.00	91.83	
02594	William Jair Preciado-Ramos	10/10/2025	Regular	0.00	60.00	307436
9-25Reimburse	Invoice	10/08/2025	CA Water Boards/Certification Renewal/O...	0.00	60.00	
01793	William S Smerdon	10/10/2025	Regular	0.00	5,674.50	307437
2822	Invoice	10/07/2025	Attorney Services/9/2/25 - 10/1/25	0.00	5,674.50	
00009	AA Electric	10/16/2025	Regular	0.00	958.68	307438
3023	Invoice	10/14/2025	Boxing Building/Conduit to Water Drinking...	0.00	958.68	
00075	Allied Waste Services #467	10/16/2025	Regular	0.00	22,461.28	307439
0467-001759511	Invoice	10/15/2025	Street Sweeping Services/Sep 2025	0.00	22,461.28	
00099	American Society of Compose	10/16/2025	Regular	0.00	489.01	307440
200012350841	Invoice	10/14/2025	License Fee/Finance Charge	0.00	489.01	
01944	Armando Garibay	10/16/2025	Regular	0.00	1,288.57	307441
10-25Travel	Invoice	10/22/2025	Travel Adv/MISAC Annual Conference/Oct...	0.00	1,288.57	
01952	Asset Monitoring Solutions Inc	10/16/2025	Regular	0.00	68.00	307442
73909	Invoice	10/14/2025	FML Hosting/June-September 2025	0.00	68.00	
00176	Auto Zone Inc #2804	10/16/2025	Regular	0.00	209.27	307443
02804517392	Invoice	10/15/2025	Plastic Restorer/Interior Detailer/Wax/To...	0.00	53.96	
02804518701	Invoice	10/15/2025	Battery/License Plate Frame/Fasteners	0.00	155.31	
02752	Baja Electric	10/16/2025	Regular	0.00	950.00	307444
INV0226	Invoice	10/14/2025	Service Repair/Splash Court Restrooms	0.00	950.00	
02292	Blu Bulk Transport Inc	10/16/2025	Regular	0.00	109.75	307445
2681322	Invoice	10/14/2025	Bulk Spring Water Delivery/FD#1	0.00	43.00	
2682765	Invoice	10/14/2025	Bulk Sptring Water Delivery/FD#1	0.00	26.75	
2682771	Invoice	10/14/2025	Bulk Spring Water Delivery/FD#2	0.00	30.00	
2684121	Invoice	10/14/2025	Rent Stainless Steel Tank IV/FD#1	0.00	5.00	
2684122	Invoice	10/14/2025	Rent Stainless Steel Tank IV/FD#2	0.00	5.00	
00228	Brawley Ace Hardware	10/16/2025	Regular	0.00	800.60	307446
B30926/2	Invoice	10/13/2025	Water Bottled/Landscaping Equip. Fuel	0.00	51.50	
B33269/2	Invoice	10/13/2025	Floor Cleaner/Insect Killer	0.00	54.32	
B33975/2	Invoice	10/13/2025	AC Units Air Filers	0.00	109.29	
B34293/2	Invoice	10/13/2025	Box/Brush/Paint Pad/Paint/Trayset/Ext Po...	0.00	156.35	
B34346/2	Invoice	10/13/2025	Bolt, Nuts & Washers	0.00	3.24	
B34351/2	Invoice	10/13/2025	Cable Tie	0.00	31.47	
B34553/2	Invoice	10/13/2025	Connector Kit/Plumb Pak	0.00	22.82	
B34572/2	Invoice	10/13/2025	Plumb Pak	0.00	6.51	
B35412/2	Invoice	10/13/2025	Steel Chain	0.00	14.33	
B36033/2	Invoice	10/13/2025	Hole Saw	0.00	36.95	
B36158/2	Invoice	10/13/2025	Wire Stripper Tool	0.00	40.23	
B36341/2	Invoice	10/13/2025	Screws	0.00	5.52	
B36701/2	Invoice	10/13/2025	Goggles/Blades	0.00	35.87	
B37525/2	Invoice	10/13/2025	Level Tool	0.00	54.36	
X26840/2	Invoice	10/13/2025	Dust Pan & Broom/Scraper/Handle/Broom...	0.00	70.63	
X27155/2	Invoice	10/13/2025	Outlets Adapter	0.00	7.17	
X27187/2	Invoice	10/13/2025	Seed Spreader	0.00	100.04	
	Void	10/16/2025	Regular	0.00	0.00	307447
01863	C & R Hacienda Enterprises Inc	10/16/2025	Regular	0.00	4,202.25	307448
10-25	Invoice	10/15/2025	Catering Service/State of the City/2025	0.00	4,202.25	
00324	CDW Government Inc	10/16/2025	Regular	0.00	220.71	307449
AB2IJ9D	Invoice	10/13/2025	Fasteners	0.00	162.57	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
AC9DU7I	Invoice	10/13/2025	Antenna	0.00	58.14	
00390	Conveyor Group	10/16/2025	Regular	0.00	360.00	307450
11699	Invoice	10/13/2025	City website design and development	0.00	360.00	
02779	Daniel Valdez	10/16/2025	Regular	0.00	372.70	307451
10-25Travel	Invoice	10/15/2025	Travel Adv/CA Library Association 2025/Oc...	0.00	372.70	
00484	Department of Conservation	10/16/2025	Regular	0.00	490.05	307452
9-25	Invoice	10/13/2025	Collected Strong Motion Fees/QE 9/30/25	0.00	490.05	
02560	Desert RV Service & Towing LLC	10/16/2025	Regular	0.00	3,259.32	307453
2114	Invoice	10/14/2025	Repair for the long utility trailer	0.00	3,259.32	
02587	Dulce Salgado	10/16/2025	Regular	0.00	785.00	307454
10-25Invoice	Invoice	10/14/2025	Halloween Mascot/Face Painters	0.00	785.00	
00622	Failsafe Testing LLC	10/16/2025	Regular	0.00	656.42	307455
14230	Invoice	10/14/2025	Ladders Tested/Rung Rep/Locks Cleaned/...	0.00	656.42	
00629	Federal Express Corp	10/16/2025	Regular	0.00	33.99	307456
9-014-76330	Invoice	10/14/2025	Postage	0.00	33.99	
00653	Flock Safety	10/16/2025	Regular	0.00	800.00	307457
INV-62903	Invoice	10/15/2025	Camera Replacement/N Best Rd SB	0.00	800.00	
00657	Forensic Drug Testing Services Inc	10/16/2025	Regular	0.00	99.00	307458
2025-3062	Invoice	10/14/2025	Drug Prevention & Program Management ...	0.00	99.00	
02086	Glenn A. Rick Engineering & Development Com	10/16/2025	Regular	0.00	13,007.50	307459
0110873	Invoice	10/15/2025	Service Area Plan Update - Racho Los Lagos	0.00	13,007.50	
00720	GovConnection Inc	10/16/2025	Regular	0.00	13,925.16	307460
76639714	Invoice	10/13/2025	Cable/USB DVD Drive/CPU	0.00	4,017.49	
76648380	Invoice	10/13/2025	USB Hub Port	0.00	74.87	
76841772	Invoice	10/13/2025	CPU/Cable/MSI Computer	0.00	4,610.21	
76846427	Invoice	10/13/2025	Synnex 1-Port 10Gbps PoE Injector, 90W	0.00	119.16	
76853316	Invoice	10/13/2025	Router/Cradlepoint 5-YR NETCLOUD IOT E...	0.00	514.29	
76863278	Invoice	10/13/2025	Clearchat Comfort USB Headset	0.00	103.40	
76873345	Invoice	10/13/2025	Outlet Power Strip/Extender Cable	0.00	105.27	
76884117	Invoice	10/13/2025	Extension Cable	0.00	20.25	
76893559	Invoice	10/13/2025	Keyboard	0.00	103.02	
76919839	Invoice	10/13/2025	LCD Monitor	0.00	171.30	
76920110	Invoice	10/13/2025	IT-Cellphone Management	0.00	2,160.00	
76920147	Invoice	10/13/2025	Sissors/Wire Crimper/Punchdown tool/Cut..	0.00	174.18	
76926055	Invoice	10/13/2025	Work Pack	0.00	149.63	
76929545	Invoice	10/13/2025	Network Tester/Signal Detector	0.00	679.68	
76929584	Invoice	10/14/2025	Ceiling Wireless Access Point	0.00	922.41	
02024	Graffik Screen Printing & Embroidery	10/16/2025	Regular	0.00	721.93	307461
2974	Invoice	10/14/2025	Screen Printing/T-Shirts	0.00	721.93	
00776	I. V. Termite & Pest Control	10/16/2025	Regular	0.00	115.00	307462
0355384	Invoice	10/14/2025	Commercial Building/General Pest Control...	0.00	55.00	
0356507	Invoice	10/14/2025	Commercial Building/General Pest Control...	0.00	60.00	
02035	iClean Car Wash	10/16/2025	Regular	0.00	3,000.00	307463
BPD-August-2025	Invoice	10/14/2025	August Car Wash/Mo Membership/PD	0.00	1,000.00	
BPD-July-2025	Invoice	10/14/2025	July Car Wash/Mo Membership/PD	0.00	1,000.00	
BPD-Sep-2025	Invoice	10/14/2025	Sep Car Wash/Mo Membership/PD	0.00	1,000.00	
00797	Imperial County Public Health	10/16/2025	Regular	0.00	75.00	307464
10-25PumpkinPa...	Invoice	10/15/2025	Imperial County Environmental Health App..	0.00	75.00	
00807	Imperial Landfill Inc	10/16/2025	Regular	0.00	71.81	307465

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4136-000022656	Invoice	10/14/2025	Animal Cotrol Disposal	0.00	71.81	
00809	Imperial Printers	10/16/2025	Regular	0.00	59.81	307466
25-2806	Invoice	10/13/2025	Business Cards/S.Luna/M.Tapia	0.00	59.81	
00821	Imperial Valley Occupational Medicine	10/16/2025	Regular	0.00	243.50	307467
4944	Invoice	10/14/2025	Physical Exam/N.Chamberland	0.00	243.50	
02708	J.D.M.L., Inc.	10/16/2025	Regular	0.00	85,119.52	307468
BRA25508-2	Invoice	10/01/2025	Hinojosa Tank	0.00	85,119.52	
01919	Jimmy Duran	10/16/2025	Regular	0.00	1,010.45	307469
9-25Travel2	Invoice	10/15/2025	Travel Adv/2025CCIAA Annual Training Co...	0.00	1,010.45	
00979	K-C Welding Rentals Inc	10/16/2025	Regular	0.00	644.72	307470
218895	Invoice	10/14/2025	Trimmer Head	0.00	243.51	
53165	Invoice	10/14/2025	Safety Boots/Accessories/J. Alvarez/Parks	0.00	270.74	
53182	Invoice	10/14/2025	String Trimmer Head	0.00	130.47	
01025	LaBrucherie Irrigation Supp LLC	10/16/2025	Regular	0.00	1,494.32	307471
OM50302	Invoice	10/13/2025	Box with cover	0.00	47.76	
OM50454	Invoice	10/13/2025	Shovels	0.00	43.39	
OM50460	Invoice	10/13/2025	Battery	0.00	81.43	
OM50469	Invoice	10/13/2025	Eli/Union Slip/Tee	0.00	95.87	
OM50477	Invoice	10/13/2025	Polyethylene Tubing/Eli	0.00	7.47	
OM50482	Invoice	10/13/2025	Battery	0.00	61.07	
OM50483	Invoice	10/13/2025	Under Counter RO System	0.00	305.54	
OM50493	Invoice	10/13/2025	WD-40	0.00	13.14	
OM50583	Invoice	10/13/2025	Hose Clamp	0.00	9.37	
OM50594	Invoice	10/13/2025	Disposal cord angel Cap/Wire Connector	0.00	37.52	
OM50613	Invoice	10/13/2025	Solenoid/Standard Box with cover	0.00	653.94	
OM50618	Invoice	10/13/2025	Nozzle/Nipple/Marking Flag	0.00	66.77	
OM50628	Invoice	10/13/2025	Jumbo Box with cover	0.00	71.05	
02309	Mark Cano	10/16/2025	Regular	0.00	1,407.80	307472
10-25Travel	Invoice	10/15/2025	Travel Adv/POST Management Course/M...	0.00	1,407.80	
01162	Martha T Garcia	10/16/2025	Regular	0.00	1,665.74	307473
11-25Travel	Invoice	10/25/2025	Travel Adv/CLEARs Seminare Police Recor...	0.00	1,665.74	
02767	Marvin Mancillas	10/16/2025	Regular	0.00	1,500.00	307474
9-25PendingBala...	Invoice	10/13/2025	2025 State of the CityEvent Decoration Pe...	0.00	1,500.00	
02061	Monarch Iconography	10/16/2025	Regular	0.00	912.00	307475
M11682	Invoice	10/15/2025	Printing & Digitize Services	0.00	912.00	
02009	National Association of School Resource Officer	10/16/2025	Regular	0.00	550.00	307476
251007 Brawley	Invoice	10/15/2025	Basic SRO Course/Vanessa Yanez	0.00	550.00	
01985	Navia Benefit Solutions Inc	10/16/2025	Regular	0.00	200.00	307477
11015589	Invoice	10/13/2025	Monthly Minimum Fee/September 2025	0.00	200.00	
01891	NV5 Inc	10/16/2025	Regular	0.00	372.50	307478
476545	Invoice	10/15/2025	Professional Srvcs Through August 31/Pha...	0.00	372.50	
01282	O'Reilly Auto Parts	10/16/2025	Regular	0.00	50.00	307479
2648-176036	Invoice	10/14/2025	Hydraulic Fluid	0.00	50.00	
02287	Petra Ortega	10/16/2025	Regular	0.00	441.55	307480
10-25Travel	Invoice	10/15/2025	Travel Adv/CA Library Association 2025/Oc...	0.00	441.55	
02715	Primo Brands	10/16/2025	Regular	0.00	1,346.67	307481
05I8730147066	Invoice	10/15/2025	Bulk Water/Cooler Rental/PD/Oct 2025	0.00	66.48	
05J8730277760	Invoice	10/15/2025	Bulk Water/Cooler Rental/Sep 2025	0.00	1,280.19	

Check Report

Date Range: 10/04/2025 - 10/17/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01358	Principal Life Insurance Company	10/16/2025	Regular	0.00	3,389.60	307482
10-25LifeInsuran...	Invoice	10/14/2025	Life Insurance/October 2025	0.00	3,389.60	
01361	Pro Record Storage Inc	10/16/2025	Regular	0.00	496.48	307483
0032547	Invoice	10/14/2025	Storage/Tracking/Shredding Srvc/HR/Aug ...	0.00	30.94	
0032605	Invoice	10/15/2025	Storage/Tracking/Shredding Srvcs/Admin/...	0.00	146.02	
0032674	Invoice	10/13/2025	Storage/Tracking/Shredding/City Hall/Sep ...	0.00	268.58	
0032677	Invoice	10/13/2025	Storage/Tracking/Shredding/HR/Sep 2025	0.00	50.94	
01373	Quadient Finance USA Inc	10/16/2025	Regular	0.00	852.45	307484
9-25Postage	Invoice	10/15/2025	City Hall Postage	0.00	852.45	
01417	RDO Equipment Co	10/16/2025	Regular	0.00	483.57	307485
P9208143	Invoice	10/14/2025	Mower Parts/Starter Motor	0.00	483.57	
02381	Richard Zamora	10/16/2025	Regular	0.00	200.00	307486
10232025	Invoice	10/14/2025	DJ Sound Package/Pumpkin Patch/10/23/...	0.00	200.00	
01981	Rogers, Anderson, Malody And Scott, LLP	10/16/2025	Regular	0.00	3,273.00	307487
78720	Invoice	10/15/2025	Citywide Auditing Services	0.00	3,273.00	
01526	San Diego County RCS	10/16/2025	Regular	0.00	3,843.00	307488
26BRAWFDN03	Invoice	10/15/2025	Fire radios on the 800 MHz network	0.00	1,647.00	
26BRAWPDN03	Invoice	10/14/2025	Police Radios on the 800 MHz network/Se...	0.00	2,196.00	
02328	SD Electric and Hvac/R Inc	10/16/2025	Regular	0.00	625.00	307489
1474	Invoice	10/14/2025	Srvc Repair/Unit Lions Cntr GYM/Condsr F...	0.00	625.00	
01563	SHI	10/16/2025	Regular	0.00	15,879.96	307490
B20322370	Invoice	10/16/2025	Nutanix Server Infrastructure -1yr Support...	0.00	15,879.96	
01569	Shred-It	10/16/2025	Regular	0.00	71.74	307491
8012108527	Invoice	10/14/2025	STERI-Safe Budget Subscription/Oct 2025	0.00	71.74	
01596	Southern California Gas Co	10/16/2025	Regular	0.00	85.03	307492
10-25GasFD#2	Invoice	10/14/2025	Natural Gas Consumption/9/3/25 - 10/2/25	0.00	53.81	
9-25GasFD#1	Invoice	10/14/2025	Natural Gas Consumption/8/8/25 - 9/9/25	0.00	31.22	
01884	Sunbelt Rentals	10/16/2025	Regular	0.00	132.31	307493
175034677-0001	Invoice	10/13/2025	Service Repair/Blower/Engine	0.00	63.56	
175034862-0001	Invoice	10/13/2025	Service Repair/String Trimmer/Spark Plug...	0.00	68.75	
01649	T-Mobile USA Inc	10/16/2025	Regular	0.00	132.14	307494
9-25TMobileBldng	Invoice	10/14/2025	Ipad Usage/Building Dept/8/21/25 - 9/20/...	0.00	62.00	
9-25TMobileFD#2	Invoice	10/14/2025	Cellphone Usage/FD#2/8/21/25 - 9/20/25	0.00	70.14	
01710	Unifirst Corporation	10/16/2025	Regular	0.00	235.22	307495
2340220749	Invoice	10/13/2025	Workshirt/Polo Shirt/Pants/Jacket	0.00	235.22	
01757	Vision Service Plan (CA), I	10/16/2025	Regular	0.00	830.14	307496
823696018	Invoice	10/14/2025	Vision Insurance Plan B/October 2025	0.00	830.14	
01768	Wal-Mart Stores Inc #01-1555	10/16/2025	Regular	0.00	768.05	307497
1112 0503 0045 ...	Invoice	10/15/2025	Bottled Water	0.00	37.35	
1376 9700 9436 ...	Invoice	10/15/2025	Sports Plastic Beverage	0.00	38.11	
3003 3196 3184 ...	Invoice	10/15/2025	TV/BPD	0.00	330.08	
4181 6239 2246 ...	Invoice	10/15/2025	Candy/Wire Wreath Floral/Napkins/Stora...	0.00	105.06	
6579 0645 5617 ...	Invoice	10/15/2025	Snacks/Drinks/Hand Soap	0.00	257.45	
01780	Westair Gases & Equipment Inc	10/16/2025	Regular	0.00	510.59	307498
0080694179	Invoice	10/14/2025	Acetylene In, Oxigen/Medical Cylinder Ren...	0.00	286.69	
0080694180	Invoice	10/14/2025	Medical Oxygen/Cylinder Rental	0.00	223.90	
01818	Zoll Medical Corporation	10/16/2025	Regular	0.00	11,850.93	307499
4329349	Invoice	10/15/2025	Quote Number: Q-97062 AED (Zoll)	0.00	11,850.93	

Check Report

Date Range: 10/04/2025 - 10/17/2025

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount Payable Amount	Number
01706 9222025	U.S. Bank Corporate Invoice	10/02/2025	10/09/2025 US Bank Credit Card Charges	Bank Draft	0.00	12,679.36	DFT0004524
01368 INV0006983	CalPERS Employees Retirement Invoice	10/13/2025	10/08/2025 Retirement Contributions for P/R CITY 10/...	Bank Draft	0.00	64,312.96	DFT0004525
01368 INV0006984	CalPERS Employees Retirement Invoice	10/13/2025	10/08/2025 Retirement Contributions for P/R PD 10/3...	Bank Draft	0.00	29,237.93	DFT0004526
00269 100000018061788	CalPERS Health Insurance Invoice	10/13/2025	10/09/2025 Medical Insurance Premium/Pers/Oct 2025	Bank Draft	0.00	180,121.52	DFT0004527
01368 INV0006985	CalPERS Employees Retirement Invoice	10/13/2025	10/07/2025 Retirement Contributions for P/R CITY 9/1...	Bank Draft	0.00	64,381.66	DFT0004528
01784 107833937	WEX Bank Invoice	10/13/2025	10/07/2025 Monthly Fuel Cost/Sep 2025	Bank Draft	0.00	29,108.87	DFT0004529
00275 9-25SB1473	California Building Standards Commission Invoice	10/13/2025	10/07/2025 SB-1473 Permit Fees QE 9/2025	Bank Draft	0.00	167.20	DFT0004530
00836 INV0006989	Internal Revenue Service Invoice	10/03/2025	10/17/2025 Federal Taxes	Bank Draft	0.00	10.23	DFT0004533
00836 INV0006990	Internal Revenue Service Invoice	10/03/2025	10/17/2025 Medicare Taxes	Bank Draft	0.00	2.66	DFT0004534
00836 INV0006991	Internal Revenue Service Invoice	10/03/2025	10/17/2025 Social Security Taxes	Bank Draft	0.00	11.44	DFT0004535
00571 INV0006992	Employment Development Dept Invoice	10/03/2025	10/17/2025 State Taxes	Bank Draft	0.00	1.88	DFT0004536

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	250	127	0.00	717,561.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-86,328.76
Bank Drafts	11	11	0.00	380,035.71
EFT's	32	18	0.00	163,834.10
	293	160	0.00	1,175,102.54

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	250	127	0.00	717,561.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-86,328.76
Bank Drafts	11	11	0.00	380,035.71
EFT's	32	18	0.00	163,834.10
	293	160	0.00	1,175,102.54

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2025	1,175,102.54
			1,175,102.54

City Council
November 4, 2025

STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Luis Daniel Perez, Accountant
Subject: First Quarter Fiscal Year 2025/26 Treasury Report

RECOMMENDATION:
Receive and file the First Quarter Fiscal Year 2025/26 Treasury Report for Quarter Ended September 30, 2025.

BACKGROUND INFORMATION:
The total par value of the portfolio decreased by \$4,725,789.18 from \$81,699,265.79 at the end of June 2025 to \$76,973,476.61 at the end of September 2025. The decrease reflects operational activity throughout the quarter. The portfolio is within policy limits for investment types, total allocation by type and within guidelines for investment ratings.

Investment Type	Par Value	% of Portfolio	Policy Limit
Cash	\$18,790,540.80	24.41%	No limit
LAIF	\$11,995,981.05	15.58%	Up to \$75,000,000.00
Non-negotiable CD's	\$4,903,954.76	6.37%	Up to 30% of portfolio
Negotiable CD's	\$17,458,000.00	22.68%	Up to 30% of portfolio
Government Bonds	\$2,890,000.00	3.75%	Up to 80% of portfolio
U.S. Treasury Securities	\$17,450,000.00	22.67%	Up to 80% of portfolio
Municipal Bonds	\$385,000.00	0.50%	Up to 30% of portfolio
Medium Term Notes	\$3,100,000.00	4.03%	Up to 30% of portfolio
TOTAL	\$76,973,476.61	100.00%	

Throughout the quarter the following investment transactions occurred:

Matured/Redeemed Investments			
Investment Type	Maturity Date	Par Value	Yield
Credit Union Allen Tex SH CTF	7/22/25	\$245,000.00	3.30
Flagstar Bank Troy MI	7/22/25	\$247,000.00	0.60
Federal Home Loan Bank	9/23/25	\$350,000.00	0.37
Federal Home Loan Bank	9/23/27	\$500,000.00	4.51
Federal Home Loan Bank	12/27/29	\$500,000.00	4.93
TOTAL		\$1,842,000.00	

Purchased Investments			
Investment Type	Purchase Date	Par Value	Yield
Sallie Mae Bank	7/09/25	\$245,000.00	3.99
Institution for Savings in Newbury	9/25/25	\$249,000.00	3.62
Brawley CA Pension Obligation	9/01/25	\$385,000.00	4.00
Royal Bank Global Medium Term	9/30/25	\$800,000.00	4.11
TOTAL		\$1,679,000.00	

As of September 30, 2025, the City's average investment portfolio yield was 3.44% up 0.12% from 3.32% at June 30, 2025 and the qualified investment Market Rates were as follows:

Type of Investment	Market Rate
LAIF	4.24%
3-Year Treasury	3.61%
5-Year Treasury	3.74%

Looking Ahead

The City Treasurer adheres to a “buy and hold” investment policy, unless it becomes fiscally advantageous to actively trade prior to maturity. Longer-term investments may include Government-Sponsored Enterprise (agency) securities, U.S. Treasuries, Corporate Notes, and Negotiable Certificates of Deposit. All investments are structured to address both immediate and long-term cash flow needs, with sufficient portfolio liquidity maintained to meet projected expenditure requirements for at least the next six months.

FISCAL IMPACT:

None.

ALTERNATIVES:

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

ATTACHMENTS:

1. Investment Portfolio Report as of September 30, 2025

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

REPORT APPROVAL(S):

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

Status – Date of Status
 Approved – 10/27/2025
 Approved – 10/21/21025



CITY OF BRAWLEY

INVESTMENT PORTFOLIO REPORT

As of September 30, 2025

461

Cash	Financial Institution	Par Value	Market Value	% Yield	Quarterly Earnings	% of Portfolio	Purchase Date	Maturity Date
	US Bank	\$ 18,508,853.53	\$ 18,508,853.53	0.00	\$ -		N/A	N/A
	Community Valley Bank - Library	\$ -	\$ -	0.00	\$ -		N/A	N/A
	Multi-Bank Securities	\$ 281,687.27	\$ 281,687.27	0.00	\$ -		N/A	N/A
	Total Cash	\$ 18,790,540.80	\$ 18,790,540.80	-	\$ -	24.41%		

Local Agency Investment Fund (LAIF)	\$ 11,995,981.05	\$ 12,020,705.77	4.71	\$ 129,336.48	15.58%	N/A	N/A
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Non-Negotiable Certificates of Deposit (sorted by maturity date)

Financial Institution	Par Value	Market Value	% Yield	Quarterly Earnings	% of Portfolio	Purchase Date	Maturity Date
First Imperial Credit Union	\$ 1,093,927.49	\$ 1,093,927.49	3.494	\$ 9,577.70		09/09/25	03/09/26
First Imperial Credit Union	\$ 1,093,927.49	\$ 1,093,927.49	3.494	\$ 9,577.70		09/09/25	03/09/26
Community Valley Bank	\$ 1,182,072.72	\$ 1,182,072.72	4.080	\$ 11,119.80		06/10/25	06/10/26
First Imperial Credit Union	\$ 970,952.88	\$ 970,952.88	3.251	\$ 7,632.72		09/09/25	09/09/26
Sun Community Federal Credit Union	\$ 563,074.18	\$ 563,074.18	4.250	\$ 5,752.90		12/01/24	12/01/25
Total Non-Negotiable Certificates of Deposit	\$ 4,903,954.76	\$ 4,903,954.76	3.71	\$ 43,660.82	6.37%		

Negotiable Certificates of Deposit (sorted by maturity date)

CUSIP	Financial Institution	Par Value	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
25460FDU7	Direct Federal Credit Union Mass.	\$ 249,000.00	\$ 249,124.50	4.69	\$ 2,925.75		11/03/22	11/03/25
20786ADN2	Connection BK Englewood Cliffs	\$ 245,000.00	\$ 243,755.40	0.75	\$ 459.38		11/24/21	11/24/25
849061AA4	Spokane Teachers Credit Union	\$ 245,000.00	\$ 245,345.45	4.99	\$ 3,062.50		11/23/22	11/24/25
06251A2Q2	Bank Hapoalim New York, NY	\$ 249,000.00	\$ 247,120.05	0.50	\$ 311.25		12/15/20	12/15/25
530520AA3	Liberty First Credit Union	\$ 249,000.00	\$ 249,398.40	4.54	\$ 2,832.38		01/17/23	01/20/26
0605XCB6	Bank Amer NA	\$ 145,000.00	\$ 145,658.30	4.77	\$ 1,740.00		04/04/24	04/06/26
90348JR93	UBS Salt Lake City	\$ 249,000.00	\$ 242,964.24	0.97	\$ 591.38		09/11/21	08/11/26
20056QUV3	Commerce Bank Geneva	\$ 245,000.00	\$ 241,452.40	2.43	\$ 1,470.00		04/29/22	10/29/26
14042TDW4	Capital One Bank	\$ 245,000.00	\$ 237,794.55	1.13	\$ 673.75		11/17/21	11/17/26
07181JAY0	Baxter Credit Union	\$ 249,000.00	\$ 251,470.08	4.45	\$ 2,801.25		01/24/23	01/25/27
919853LA7	Valley Natl Bank	\$ 244,000.00	\$ 247,042.68	4.54	\$ 2,806.00		04/02/24	04/02/27
14042RQU8	Capital One National Assn.	\$ 246,000.00	\$ 242,932.38	2.93	\$ 1,783.50		04/27/22	04/27/27
633368GB5	National Bank Comm.	\$ 245,000.00	\$ 241,413.20	2.79	\$ 1,684.38		04/29/22	04/29/27
02589ACQ3	American Express National Bank	\$ 246,000.00	\$ 243,800.76	3.17	\$ 1,937.25		05/11/22	05/11/27
06740KQE0	Barclays Bank Del Retail	\$ 246,000.00	\$ 243,232.50	3.03	\$ 1,845.00		05/11/22	05/11/27
50625LB11	Lafayette Fed Credit Union	\$ 245,000.00	\$ 243,253.15	3.27	\$ 1,990.63		05/25/22	05/25/27
20825WAX8	Connexus Credit Union	\$ 245,000.00	\$ 242,682.30	3.12	\$ 1,898.75		05/26/22	05/26/27
61690UK41	Morgan Stanley Bank	\$ 245,000.00	\$ 242,971.40	3.22	\$ 1,960.00		05/26/22	05/26/27
856283Z74	State Bank India Chicago	\$ 245,000.00	\$ 243,561.85	3.36	\$ 2,051.88		06/14/22	06/14/27
88413QDL9	Third Federal Savings	\$ 245,000.00	\$ 244,164.55	3.51	\$ 2,143.75		06/28/22	06/28/27
87165FP81	Synchrony Bank Retail CTF Dep	\$ 245,000.00	\$ 244,255.20	3.51	\$ 2,143.75		09/09/22	09/09/27

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

CUSIP	Financial Institution	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
89235MPC9	Toyota Financial Savings Bank	\$ 245,000.00	\$ 244,720.70	3.60	\$ 2,205.00		09/16/22	09/16/27
052392BT3	Austin Telco Federal Credit Union	\$ 249,000.00	\$ 249,694.71	3.78	\$ 2,365.50		09/21/22	09/21/27
90352RCS2	US Alliance Federal Credit Union RYE NY	\$ 249,000.00	\$ 249,239.04	3.69	\$ 2,303.25		09/29/22	09/29/27
02007G3T8	Ally Bank	\$ 245,000.00	\$ 244,995.10	3.65	\$ 2,235.63		10/03/24	10/04/27
05465DBQ0	Axos Bank	\$ 249,000.00	\$ 249,241.53	3.69	\$ 2,303.25		10/02/24	10/04/27

560507AS4	Maine Savings FCU	\$	248,000.00	\$	255,779.76	5.04	\$	3,224.00	11/08/23	11/08/27
31033AAK9	Farmers St Bank	\$	245,000.00	\$	246,349.95	3.87	\$	2,388.75	01/19/23	01/19/28
37892MAC8	Global Federal Credit Union	\$	249,000.00	\$	254,774.31	4.49	\$	2,863.50	04/10/23	04/17/28
25844MAS7	Dort Financial Credit Union	\$	247,000.00	\$	250,551.86	4.18	\$	2,624.38	04/10/23	04/21/28
313812EK1	Federal Savings Bank Chicago	\$	247,000.00	\$	253,777.68	4.57	\$	2,902.25	07/05/24	06/26/28
51828MAL8	Latino Community Credit Union	\$	249,000.00	\$	258,611.40	4.33	\$	2,801.25	06/22/23	06/27/28
64017ABA1	Neighbors FCU	\$	246,000.00	\$	254,892.90	4.82	\$	3,075.00	07/26/23	07/26/28
89854LAD5	TTCU Fed Credit Union	\$	248,000.00	\$	256,965.20	8.82	\$	3,100.00	07/26/23	07/26/28
52171MAL9	Leaders Credit Union	\$	248,000.00	\$	257,272.72	4.81	\$	3,100.00	08/30/23	08/30/28
291916AG9	Empower Fed Cr Union	\$	248,000.00	\$	258,371.36	4.89	\$	3,162.00	10/23/23	10/23/28
58404DTS0	Medallion Bank	\$	248,000.00	\$	257,709.20	4.81	\$	3,100.00	10/30/23	10/30/28
91739JAD7	Utah First Fed Credit Union	\$	248,000.00	\$	258,430.88	4.89	\$	3,162.00	10/30/23	10/30/28
98138MCA6	Workers Fed Credit Union	\$	248,000.00	\$	259,152.56	4.97	\$	3,224.00	10/30/23	10/30/28
92023CAJ2	Valleystar Credit Union	\$	248,000.00	\$	259,187.28	4.97	\$	3,224.00	11/08/23	11/08/28
20347MAX9	Community BK & TR	\$	243,000.00	\$	252,698.13	4.85	\$	3,067.88	11/10/23	11/10/28
01882MAH5	Alliant Credit Union	\$	248,000.00	\$	260,335.52	5.09	\$	3,317.00	11/15/23	11/15/28
42728MAC8	Heritage Community Credit Union	\$	248,000.00	\$	259,606.40	5.01	\$	3,255.00	11/15/23	11/15/28
68405VBN8	Optum Bank	\$	243,000.00	\$	252,374.94	4.81	\$	3,037.50	11/15/23	11/15/28
17783PAK7	City Federal Credit Union	\$	249,000.00	\$	251,470.08	3.96	\$	2,490.00	01/18/24	01/18/29
585899AG2	Members TR Southwest FCU	\$	249,000.00	\$	251,470.08	3.96	\$	2,490.00	01/19/24	01/19/29
91527PCF2	Univest National Bank	\$	245,000.00	\$	249,400.20	4.17	\$	2,603.13	03/13/24	03/13/29
05612LER9	BMW Bank Salt Lake City	\$	245,000.00	\$	247,256.45	3.96	\$	2,450.00	03/13/24	03/13/29
22282XAM2	Covantage Credit Union	\$	247,000.00	\$	248,427.66	3.87	\$	2,408.25	05/09/25	05/09/29
33610rwt6	First Premier Bank	\$	245,000.00	\$	245,933.45	3.83	\$	2,358.13	07/22/25	07/17/29
88241TSW1	Texas Exchange Bank	\$	249,000.00	\$	248,601.60	3.70	\$	2,303.25	09/06/24	09/06/29
710819BX0	Peoples Bank	\$	245,000.00	\$	244,566.35	3.70	\$	2,266.25	09/12/24	09/12/29
05584CRZ1	BNY Mellon CFT	\$	175,000.00	\$	172,688.25	3.44	\$	1,487.50	10/04/24	10/04/29
70147AGF5	Parkside FINL Bank	\$	249,000.00	\$	246,213.69	3.48	\$	2,147.63	10/08/24	10/09/29
83088XAQ1	Skyone Federal credit union	\$	249,000.00	\$	249,938.73	3.83	\$	2,396.63	10/25/24	10/25/29
356436AS4	Freedom Northwest Credit Union	\$	249,000.00	\$	251,395.38	3.96	\$	2,490.00	11/12/24	11/13/29
67054NBT9	Numerica Credit Union	\$	249,000.00	\$	252,827.13	4.08	\$	2,583.38	11/26/24	11/26/29
185189AB3	Clearwater Fed Credit Union	\$	249,000.00	\$	252,946.65	4.08	\$	2,583.38	01/17/25	01/17/30
23204HQS0	Customers BK Phoenixville	\$	244,000.00	\$	247,772.24	4.08	\$	2,531.50	02/07/25	02/07/30
61776NLK7	Morgan Stanley Bank	\$	244,000.00	\$	248,755.56	4.16	\$	2,592.50	02/12/25	02/12/30
549104G76	Luana SVGS Bank	\$	245,000.00	\$	246,465.10	3.87	\$	2,388.75	03/13/25	03/13/30
38150VR84	Goldman Sachs Bank	\$	245,000.00	\$	247,469.60	3.96	\$	2,450.00	03/18/25	03/18/30
95960NLA3	Western St Bank	\$	249,000.00	\$	251,567.19	3.95	\$	2,490.00	03/25/25	03/25/30
849430V3	Spring Bank Bronx NY	\$	100,000.00	\$	98,965.00	3.53	\$	875.00	09/26/25	03/26/30
89846HEC3	Truxton TR	\$	249,000.00	\$	250,543.80	3.87	\$	2,427.75	03/31/25	03/29/30
84943RAU8	Spring Bank Brookfield WIS	\$	249,000.00	\$	250,551.27	3.87	\$	2,427.75	04/09/25	04/09/30
27002YHQ2	EagleBank Bethesda MD	\$	249,000.00	\$	252,117.48	3.99	\$	2,521.13	04/16/25	04/16/30
05675LBY2	Balboa Thrift & LN Chula Vista	\$	249,000.00	\$	249,000.00	3.75	\$	2,334.38	04/17/25	04/17/30
32110YT54	First National Bank America East	\$	249,000.00	\$	250,571.19	3.87	\$	2,427.75	04/30/25	04/30/30
55977RCH4	Magyar Bank New Brunswick	\$	245,000.00	\$	244,916.70	3.75	\$	2,296.88	04/30/25	04/30/30
795451DX8	Sallie Mae Bank	\$	245,000.00	\$	248,067.40	3.99	\$	2,480.63	07/09/25	07/09/30
45780PDF9	Institution for Savings in Newbury Port	\$	249,000.00	\$	247,304.31	3.62	\$	2,241.00	09/25/25	09/25/30

Total Negotiable Certificates of Deposit	\$	17,458,000.00	\$	17,625,329.01	3.91	\$	170,696.13	22.68%
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U.S. Treasury Securities

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date
912797QE0	United States Treasury Bills	\$ 1,100,000.00	\$ 1,099,010.00	3.96	\$ 10,890.00		04/10/25	10/09/25
91282CJL6	United States Treasury Bills	\$ 10,800,000.00	\$ 10,812,636.00	4.86	\$ 131,625.00		11/30/23	11/30/25
91282CJV4	United States Treasury Bills	\$ 1,550,000.00	\$ 1,551,178.00	4.24	\$ 16,468.75		01/31/25	01/31/26
91282CJT9	United States Treasury Bills	\$ 1,000,000.00	\$ 1,003,830.00	3.98	\$ 10,000.00		01/15/25	01/15/27
91282CMF5	United States Treasury Bills	\$ 1,000,000.00	\$ 1,013,750.00	4.19	\$ 10,625.00		01/15/25	01/15/28
91282CJW2	United States Treasury Bills	\$ 1,000,000.00	\$ 1,011,060.00	3.95	\$ 10,000.00		01/31/25	1/361/29
91282CMD0	United States Treasury Bills	\$ 1,000,000.00	\$ 1,026,130.00	4.26	\$ 10,937.50		12/31/24	12/31/29

Total U.S. Treasury Securities \$ 17,450,000.00 \$ 17,517,594.00 4.21 \$ 200,546.25 22.67%

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

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
3130AKQ74	Federal Home Loan Bank	\$ 350,000.00	\$ 346,367.00	0.63	\$ 546.88		01/22/21	01/22/26	Aaa/AA+
3130ALKL7	Federal Home Loan Bank	\$ 245,000.00	\$ 241,464.65	0.86	\$ 520.63		03/25/21	03/25/26	Aaa/AA+
3130ALYC2	Federal Home Loan Bank	\$ 245,000.00	\$ 241,195.15	1.15	\$ 698.25		04/21/21	04/29/26	Aaa/AA+
3130ANHX1	Federal Home Loan Bank	\$ 1,050,000.00	\$ 1,024,390.50	0.89	\$ 2,296.88		08/19/21	08/19/26	Aaa/AA+
3130B0B04J5	Federal Home Loan Bank	\$ 1,000,000.00	\$ 1,003,370.00	4.98	\$ 12,500.00		02/21/24	02/20/29	Aaa/AA+

Total U.S. Government Bonds \$ 2,890,000.00 \$ 2,856,787.30 1.70 \$ 16,562.63 3.75%

Municipal Bonds

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
105710AK3	Brawley CA Pension Obligation	\$ 385,000.00	\$ 376,310.55	4.00	\$ 3,772.04		09/01/25	09/01/30	Aaa/AA+

Total U.S. Government Bonds \$ 385,000.00 \$ 376,310.55 4.00 \$ 3,772.04 0.50%

Medium-term Notes (sorted by maturity date)

CUSIP	Issuer	Purchase Price	Market Value	% Yield	Estimated Qtrly Earnings	% of Portfolio	Purchase Date	Maturity Date	Moody/S&P
46632FRU1	JP Morgan Chase Bank	\$ 1,500,000.00	\$ 1,477,995.00	0.71	\$ 2,625.00		01/22/21	01/22/26	Aa2/A+
06048WL65	Bank of America Corp.	\$ 300,000.00	\$ 295,398.00	1.06	\$ 787.50		03/10/21	03/10/26	A2/A-
38150AFK6	Goldman Sachs Group Inc.	\$ 500,000.00	\$ 490,945.00	1.57	\$ 1,937.50		04/30/21	04/30/26	A2/BBB+
78014RL32	Royal Bank Global Medium term	\$ 800,000.00	\$ 797,160.00	4.11	\$ 8,200.00		09/30/25	09/30/30	

Total Medium-term Notes \$ 3,100,000.00 \$ 3,061,498.00 1.86 \$ 13,550.00 4.03%

Total Investment Portfolio \$ 76,973,476.61 \$ 77,152,720.19 3.44 \$ 578,124.34 100.00%

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



 Silvia Luna, Finance Director

21-Oct-25

 Date

City of Brawley

City Council
November 04, 2025
Agenda Item No 4d



STAFF REPORT

To: City Council
From: Denise Garcia, Special Projects Manager
Prepared by: Denise Garcia, Special Projects Manager
Subject: **Second Reading and Adoption of Ordinance#2025-_____ Amending Brawley Municipal Code Chapter 16a, for the Purpose of Adopting a System of Registering Vacant Properties and Amending Maintenance Standards for the Same**

RECOMMENDATION:

Second reading and adoption of Ordinance#2025-_____ amending Brawley Municipal Code Chapter 16a for the purpose of adopting a system for registering vacant properties and amending maintenance standards for the same.

BACKGROUND INFORMATION:

The Ordinance aligns Council goals and priorities to establish a clear strategy for addressing vacancies citywide. Council has reached consensus on including incentives and financial penalties to encourage property owners to maintain and improve vacant commercial and residential properties. Staff has presented a comprehensive ordinance that balances property rights with the City's interest in vibrant, attractive neighborhoods.

The Ordinance requires the registration and maintenance of certain real property by mortgagees and vacant property owners; providing for penalties and enforcement, as well as the regulation, limitation, and reduction of abandoned real property. The Ordinance aims to reduce the negative impacts of long-term vacancies and promote productive property use. Staff now presents the Ordinance for the second reading and adoption.

At the first reading of the ordinance, Council indicated that they would like to consider some future revisions of the ordinance. However, it was decided that the ordinance would be adopted as is at this point in order to enable staff to address many of the problem properties in the City.

The City Attorney will research Council's suggestions for revisions and bring the results of that research back to Council at a later time.

FISCAL IMPACT:

The fees associated with the registration and enforcement of this ordinance are intended for cost recovery purposes, should the City Council adopt this Ordinance.

There will be a modest expense incurred for publishing the ordinance after it is passed.

ALTERNATIVES:

Direct staff not to proceed with the ordinance at this time.

ATTACHMENTS:

1. Amended Registering Vacant Properties and Amending Maintenance Standards Ordinance
2. Maintenance of Abandoned Buildings or Vacant Property Ordinance #96-01

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 - 10/30/2025

Approved - 10/30/2025

ORDINANCE NO. __

4d.1

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, AMENDING CHAPTER 16a OF THE BRAWLEY MUNICIPAL CODE
FOR THE PURPOSE OF ADOPTING A SYSTEM FOR REGISTERING VACANT
PROPERTIES AND AMENDING MAINTENANCE STANDARDS FOR THE SAME

THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, DOES
HEREBY ORDAIN AS FOLLOWS:

1. Purpose:

The purpose of this Ordinance is to ensure that all vacant properties within the city limits of the City of Brawley comply with minimum property maintenance requirements, to encourage proactive and preventative maintenance of properties, to ensure maintenance issues are quickly and effectively remedied, and to promote the health, safety, and welfare of the residents of the City of Brawley.

2. Findings:

The City Council finds that unless vacant properties are well maintained, they can easily become a public nuisance that negatively affect the health, safety, and welfare of the residents of the City of Brawley.

The City Council further finds that a system of registering vacant properties within the city limits will assist in preventing vacant properties from becoming a public nuisance.

The City Council further finds that the imposition of a modest registration fee will help defer the costs of maintaining the registry and periodic inspections of vacant properties to ensure that they are being properly maintained.

3. Severability.

If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity will not affect the remaining provisions of this Ordinance, which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable.

4. Amendment of Municipal Code.

Chapter 16a of the Brawley Municipal Code is hereby amended to read as follows:

CHAPTER 16a.
MAINTENANCE AND REGISTRATION OF VACANT PROPERTIES.

Sec. 16a.1. Definitions.

For the purposes of this Chapter, the following terms shall have the following definitions:

"Active construction" means construction activities are occurring pursuant to a valid building permit and without any pause, interruption, or suspension greater in duration than 45 days.

"Beneficiary" means a lender under a note secured by a deed of trust or any other party with a recorded interest in the property.

"Deed of trust" means an instrument by which title to real estate is transferred to a third-party trustee as security for a real estate loan.

"Enforcement Official" means the city manager, building official, chief of police, fire chief, or any of their respective designees.

"Evidence of vacancy" means any condition that, on its own, or combined with other conditions present, would lead a reasonable person to believe that a property is vacant. Such conditions include, but are not limited to overgrown or dead vegetation, accumulation of newspapers, circulars, flyers, or mail, past due utility notices or disconnected utilities, accumulation of trash, junk, or debris, the absence of window coverings such as curtains, blinds, or shutters, the absence of furnishings or personal items consistent with habitation, and statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

"Local" means the area within 40 miles of the subject property.

"Notice of default" means a recorded notice that a default has occurred under a deed of trust and the beneficiary intends to proceed with a trustee's sale.

"Owner" means any person having legal or equitable title or any interest in real property, including any beneficiaries or trustees, any lessee, occupant, or person having charge or

control of the building(s), structure(s), or property within the City.

"Trustee" means a person or entity holding a deed of trust on a property.

"Vacant property" means any building, lot, or parcel that has not been occupied or utilized for a period of more than thirty days. A building, lot, or parcel is not vacant if active construction is occurring on the property.

Sec. 16a.2. Public nuisance.

(a) It shall be the duty of each owner or agent thereof to maintain their property.

(b) The following acts and conditions, when performed or existing upon any lot or parcel within the City, are declared to be unlawful and are defined as and declared to be public nuisances per se that are injurious to the public health, safety, and welfare:

- i. Buildings, structures, or fences in a state of either partial construction or destruction, except during active construction;
- ii. Graffiti;
- iii. Painted surfaces that are peeling, or stuccoed surfaces that are crumbling;
- iv. Animal droppings;
- v. Doors and windows that are not closed and securely locked so as to prevent unpermitted access to the structure;
- vi. Broken windows that are not replaced immediately with glass or boards;
- vii. Signage, except for those advertising the sale or rental of the property, not removed within sixty days of the cessation of the use associated with the sign, or otherwise properly permitted pursuant to the Brawley Municipal Code;
- viii. Trash, debris, litter, and junk;
- ix. Overgrown landscaping or weeds;
- x. Structures or buildings that are structurally unsound or dangerous;

xi. Violation of any applicable city, county, or state code or regulation.

Sec. 16a.3. Declaration of a nuisance.

If a building, lot, or parcel is found to be in conflict with the maintenance standards of this Chapter, an Enforcement Official shall declare said property to be a nuisance.

Sec. 16a.4. Emergency abatement.

Any nuisance that poses an immediate threat to the public health, safety, or general welfare shall be abated immediately as directed by an Enforcement Official. Any such abatement activity under this section may be conducted without observance of any notice requirements described in this Chapter.

Sec. 16a.5. Non-emergency abatement.

- (a) Upon declaration of a property being a nuisance, the Enforcement Official shall send a notice to abate in writing to the owner of record of the subject property. A copy of the notice shall also be posted on the property.
- (b) Said notice shall provide a brief description of the violations and a deadline for the property owner to abate the nuisance. This deadline shall be at least thirty days from the date of the notice, unless the property or the property owner has had a previous nuisance abated under section 16a.4 or section 16a.5(c), in which case, the deadline shall be at least ten days from the date of the notice.
- (c) The notice shall contain a statement that the determination of nuisance may be appealed as set forth in section 16a.7 of this Chapter.
- (d) The owner may appeal the notice pursuant to provisions of Section 16a.7 of this Chapter. If no appeal is received by the City Clerk within fifteen calendar days after service of the notice, the determination shall be deemed final.
- (e) If, after the expiration of the deadline, the nuisance still has not been abated to the satisfaction of the Enforcement Official, they shall request that the City Manager direct the Building Official to abate the nuisance according to law.

Sec. 16a.6. Lien for abatement costs.

- (a) If a nuisance is abated under this Chapter, the Enforcement Official shall keep a full and accurate accounting of all costs associated with said abatement.
- (b) An invoice detailing said costs shall be sent to the owner(s) of the property by the Finance Department requesting payment within thirty days of the date of the invoice. The invoice shall be accompanied by a notice that the cost of abatement may be appealed as set forth in section 16a.7 of this Chapter. If no appeal is received by the City Clerk within fifteen calendar days after service of the invoice, the invoice shall be deemed final.
- (c) If payment is not received by the applicable deadline, a lien or special assessment for the invoice amount shall be levied against the property in accordance with Government Code Sections 38773.1 *et seq.*

Sec. 16a.7. Appeals.

- (a) The responsible party may appeal the determination of nuisance or costs of abatement by filing a written request for a hearing with the City Clerk within fifteen days of the date of the notice to abate or invoice of abatement costs. Such appeal shall be in writing and shall identify the property subject to the notice to abate. The City Manager shall then cause the matter to be set for hearing before a hearing officer contracted by the city to hear such matters pursuant to Chapter 19F of the Brawley Municipal Code.
- (b) Notice of the date of hearing shall be given in writing. The date of the hearing shall conform to the procedure set forth in Section 19F.10.
- (c) At the time fixed in the notice, the contracted hearing officer shall hear the testimony of all competent persons desiring to testify respecting the condition constituting the nuisance or the determination of costs of abatement.
- (d) If the hearing officer so concludes, they may declare the conditions existing to be a nuisance and direct the owner of the property on which the nuisance exists to abate it within ten days after the date of posting on the premises a notice of the hearing officer's order. The hearing officer may grant additional time to abate the nuisance if, in their opinion,

4d.1

good cause for additional time exists. Additionally, the hearing officer may uphold, deny, or modify the City's determination of costs of abatement.

- (e) The decision of the hearing officer on the determination of the nuisance or determination of costs of abatement is final. Any appeal of the hearing officer's decision shall be governed by California Code of Civil Procedure Section 1094.6 or such section as may be amended from time to time.

Sec. 16a.8. Prevention of recurring nuisance.

Once a property has been declared a nuisance and said nuisance has been abated, either by the City or by the owner, the Building Official shall place said property on a periodic inspection schedule, the interval of which to be determined by the building official.

Sec. 16a.9. Vacant property registration.

- (a) An owner of a vacant property must register their property with the city within ten days of the building, lot, or parcel becoming vacant. Properties shall remain subject to these registration and fee requirements as long as they remain vacant.
- (b) The registration shall contain the names, mailing addresses, and phone numbers for any beneficiary or trustee, and all other known owners. Owners utilizing a local property management company must also include the name, mailing address, and phone number of the local property management company or companies who are responsible for the security and maintenance of the property.
- (c) A registration fee of \$100 shall accompany the registration form. The registration shall be valid for the remainder of the calendar year in which the registration was submitted. Registration fees are nonrefundable and may not be prorated. The registration fee provided for herein may be increased by resolution in the event that the City Council determines that it is insufficient to defray the costs of maintaining the vacant property list and performing periodic inspections.
- (d) Registration must be renewed annually. Renewal registrations and renewal fees are due January 1st of each year and must be received no later than January 31st of the year due.

- 4d.1
- (e) Any beneficiary or trustee who holds a deed of trust on a property located with the city shall perform an inspection of the subject property prior to recording a notice of default with the Imperial County recorder's officer. If the subject property is found to be vacant or shows evidence of vacancy, the beneficiary or trustee shall, within 10 days of the inspection, register the property in accordance with the provisions of this Chapter.
 - (f) Any owner who has registered a property under this Chapter must report any change of the information contained in the registration within 10 days of the change.
 - (g) In the event a registered vacant property becomes occupied, the owner shall report the occupation within 10 days of the same so that the property may be removed from the vacant property list maintained by the City.

Sec. 16a.10. Security of vacant properties.

- (a) All vacant properties shall be maintained in a manner which secures the property from any unauthorized entry. This shall include, but is not limited to, repairing walls and fences, chaining or padlocking gates, and repairing and/or boarding doors, windows, or other openings.
- (b) An owner, or their agent, must inspect the vacant property on a monthly basis. If unable to do so, owners of vacant properties must retain a local property management company licensed to do business in the City. The local property management company must be contracted to perform monthly inspections of the vacant property to ensure compliance with the Brawley Municipal Code. If the local property management company determines that the vacant property is not in compliance with any provision of the Brawley Municipal Code, the property management company shall notify the owner(s) and the property shall be immediately brought back into compliance.
- (c) All vacant properties registered under this Chapter shall be posted with the name and 24-hour contact phone number of the owner and/or local property management company. The posting shall be no less than eighteen inches by twenty-four inches, shall contain the phrases "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL", and shall be of a font that is legible from the street. The posting shall be placed on the interior of a window facing the street so that the posting is visible from the street. If no such window exists,

the posting must be constructed of weather-resistant materials and posted in a location that is visible from the street.

Sec. 16a.11. Enforcement.

- (a) It is unlawful and declared a public nuisance per se to violate any provision of this Chapter.
- (b) A violation of any provision of this Chapter constitutes a misdemeanor punishable by a fine of up to \$1,000, or by imprisonment in the County jail not exceeding six months, or by both such fine and imprisonment. Each and every day that a violation is maintained, caused, suffered, or permitted to exist is a separate offense.
- (c) A violation of any provision of this Chapter is subject to civil citations, penalties, fees, and costs as further described in Chapter 19F of this Code.
- (d) The provisions of this Chapter are nonexclusive, and are supplementary to existing rights and remedies. The provisions of this Chapter may be enforced by any remedies provided for in this Code or otherwise available by law.
- (e) The duties and liabilities specified in this Chapter are joint and several among and between all owners.

5. Effective Date:

This ordinance shall be effective thirty (30) days after its adoption and the City Clerk shall cause a certified copy, or summary of this ordinance to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in Imperial County and circulated in the City of Brawley.

APPROVED, PASSED AND ADOPTED at a regular meeting of the City Council held on the ____ day of _____, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebollar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

1st Reading

I, Ana Gutierrez, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2025-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the ____ day of _____, 2025 and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED:

Ana Gutierrez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF BRAWLEY)

2nd Reading & Adoption

I, Ana Gutierrez, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Ordinance No. 2025-__ was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the ____ day of _____, 2025 and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED :

Ana Gutierrez, City Clerk

4d.1

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY
CALIFORNIA, ADDING A CHAPTER REGARDING THE MAINTENANCE
OF ABANDONED BUILDING OR VACANT PROPERTY TO THE MUNICIPAL
CODE OF THE CITY OF BRAWLEY.**

WHEREAS, the City Council of the City of Brawley does ordain
as follows:

Section 1. The City Council of the City of Brawley,
California finds that buildings and lots that are neither utilized
nor properly maintained can have a negative visual impact.

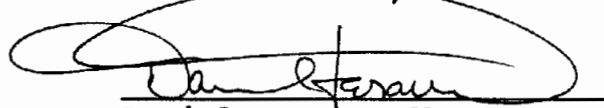
Section 2: The City Council of the City of Brawley finds
that buildings and lots that are neither utilized nor properly
maintained are potentially hazardous to life and limb,

Section 3: The City Council of the City of Brawley hereby
adds to the Municipal Code of the City of Brawley, Chapter
Maintenance of Abandoned Buildings or Vacant Property as shown in
Exhibit "A" attached hereto and made a part hereof.

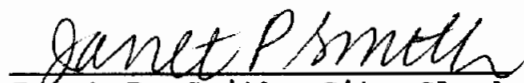
Section 4: This ordinance shall be effective thirty (30)
days after its adoption and the City Clerk shall cause a certified
copy of this ordinance to be published one time within fifteen (15)
days after its adoption in the Imperial Valley Press, a newspaper
of general circulation printed in Imperial County and circulated in
the City of Brawley.

APPROVED, PASSED AND ADOPTED at a regular meeting held on the
5th day of February, 1996.

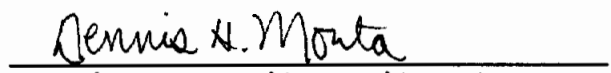
CITY OF BRAWLEY, CALIFORNIA


Daniel Paramo, Mayor

ATTEST:


Janet P. Smith, City Clerk

APPROVED AS TO FORM:


Dennis H. Morita, City Attorney

STATE OF CALIFORNIA]
COUNTY OF IMPERIAL]
CITY OF BRAWLEY]

4d.2

1st Reading

I, JANET P. SMITH, CITY CLERK of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 96-01 was introduced and approved for 1st reading by the City Council of the City of Brawley, California, at a regular meeting held on the 16th day of January, 1996, and that it was so adopted by the following roll call vote: m/s/c Shields/Vasquez

AYES: Benavides, Benedict, Paramo, Shields, Vasquez
NAYES: None
ABSENT: None

DATED: January 16, 1996

Janet P. Smith
Janet P. Smith, City Clerk

2nd Reading

I, JANET P. SMITH, CITY CLERK of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 96-01 was introduced and approved for 2nd reading by the City Council of the City of Brawley, California, at a regular meeting held on the 5th day of February, 1996, and that it was so adopted by the following roll call vote: m/s/c Shields/Vasquez

AYES: Benedict, Paramo, Shields, Vasquez
NAYES: None
ABSENT: Benavides

DATED: February 5, 1996

Janet P. Smith
Janet P. Smith, City Clerk

PROPOSED ABANDONED BUILDING ORDINANCE

4d.2

Sec. *1 Definitions

Abandoned Buildings shall mean building(s) or structure(s) that have not been occupied or utilized for sixty days, so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Vacant lots shall mean lot(s) or parcel(s) that do not have structure(s) upon them and are not being utilized for legitimate purpose authorized by the current owner of record, so as to constitute such property or portion thereof or attractive nuisance or hazard to the public.

Sec. *2 Duties of Property Owner

It shall be the duty of each property owner or agent thereof to maintain his or her property and all structures and improvements thereon. Maintenance standards shall include but not be limited to not leaving buildings in a state of either partial construction or destruction, keeping exterior surfaces free of graffiti; not allowing painted surfaces to be peeling nor allowing stuccoed surfaces to be crumbling; animal droppings (including, but not limited to bird and rodent) shall not be allowed to accumulate; all doors and windows shall be closed and securely locked so as to prevent illegal access to the structure; all broken windows shall be replaced immediately with glass or boards, foil or newspaper shall not be used in this capacity; all signage (except for those advertising the sale or rental of the property) shall be removed within sixty days of the cessation of the use associated with the sign; fences shall not be left in state of partial construction or destruction and they shall be free of graffiti; the premises shall be kept free of rubbish, debris, and weeds; and all landscaping shall be properly trimmed.

Sec. *3 Declaration of a Nuisance

If a parcel and/or its structure(s) are found to be in conflict with the maintenance standards of this chapter, the City Building Official shall declare said property to be a nuisance.

Sec. *4 Abatement of said Nuisance

- A) Any nuisance that poses a serious risk to life or limb, shall be abated immediately as directed by the Fire Chief or Building Official.
- B) Upon declaration of a property being a nuisance the Building Official shall send notice in writing to the owner of record of the subject property. Said notice shall grant the property owner fifteen days

from the date of the letter to abate the nuisance. A copy of the letter shall also be posted on the property.

- C) If the nuisance is not abated to the satisfaction of the Building Official, a second notice requesting abatement of the nuisance within fifteen days of the date of the letter shall be sent to the property owner and posted on the property.
- D) If the nuisance still has not been abated to the satisfaction of the Building Official, he or she shall request that the City Manager direct the Building Official to abate the nuisance using City, contract, and/or volunteer resources.

Sec. * 5 Lien for Abatement Costs

If the City abates a nuisance, the Building Official shall keep a full accounting of all costs associated with said abatement. An invoice detailing said costs shall be sent to the property owner by the Finance Department requesting payment within thirty days of the date of the invoice.

If payment is not received by the deadline, a lien for the invoice amount shall be levied against the property in accordance with Government Code Section 38773.1.

Sec. * 6 Prevention of Recurring Nuisance

Once a property has been declared a nuisance and had said nuisance abated, either by the City or by the owner, the Building Official shall place said property on a periodic inspection schedule, the interval of which to be determined by the Building Official.

Sec. * 7 Additional Occurrences of a Nuisance

- A) If the subject property had its previous nuisance abated by the owner, the Building Official shall follow the abatement procedures as prescribed in Section *.4 et seq. of this Chapter.
- B) If the subject property had its previous nuisance abated by the City, or its designees, the Building Official shall send a notice to the property owner requesting abatement of said nuisance within ten days of the date of the notice. A copy of said notice shall be posted on the property. If the nuisance is not abated to the satisfaction of the Building Official, he or she shall follow the procedures as described in Section *.4D et seq of this Chapter.

Date Submitted 12/5/95 01-24-96
Date Action Requested 12/18/95 Submit for 2nd Reading as amended
Submitted by BRAD EVANSON Add: "or designee" to all references
to Building Official.

Council Action []
Public Hearing Required []
Committee Review []
Resolution []
Ordinance 1st Reading [X]
Ordinance 2nd Reading []
Clerk's Initial *JEH*

**BRAWLEY CITY COUNCIL
AGENDA ITEM**

SUBJECT: Public hearing regarding the Proposed Abandoned Building Ordinance 95-. An ordinance of the City Council of the City of Brawley, California adding Chapter _____, Maintenance of Abandoned or vacant property, to the Municipal Code of the City of Brawley.

DEPARTMENT

PRESENTED BY: ECDD - Planning *BE*

BACKGROUND/SUMMARY:

Per the direction of the City Council, staff has been developing an ordinance which addresses maintenance of abandoned buildings and vacant lots. The goals have been: to reduce crime and injuries as a result of people gaining access to abandoned buildings without permission from the owner; to reduce maintenance and repair costs to these properties through preventive measures; and to keep Brawley looking like the enjoyable place to live that it is.

In particular, comments have been solicited from Dennis Morita, Francisco Soto, Tom Fox of the Chamber of Commerce, Julie Broughton and Ron Lewis of the Downtown Merchants Association.

On November 1, 1995, the Planning Commission recommended that the City Council adopt the proposed ordinance.

FISCAL IMPACT: Unknown

STAFF RECOMMENDATION: Staff recommends that you:

- 1) Conduct a public hearing and hear all comments.
- 2) Adopt the first reading of the proposed Ordinance 95-.

MANAGER'S RECOMMENDATION/CONCURRENCE

Manager's Initial *D*

ACTION:

Approved []

Disapproved []

Referred to _____

Rejected []

Deferred _____

*1st Reading as amended; all references to Bldg
Official "or designee". MISC Shields/Vasquez*

Date Submitted

Date Action Requested 2/5/96Submitted by BRAD EVANSON

Submit for 2nd Reading as amended
Add: "or designee" to all references
to Building Official.

Council Action []
Public Hearing Required []
Committee Review []
Resolution []
Ordinance 1st Reading [X]
Ordinance 2nd Reading []
Clerk's Initial *ghm*

**BRAWLEY CITY COUNCIL
AGENDA ITEM**

SUBJECT:

Ordinance Adding Chapter _____, Maintenance of Abandoned Building or Vacant Property to the Municipal Code of the City of Brawley, 2nd Reading & Adoption

DEPARTMENT**PRESENTED BY:**ECDD - Planning *BE***BACKGROUND/SUMMARY:**

Per the direction of the City Council, staff has been developing an ordinance which addresses maintenance of abandoned buildings and vacant lots. The goals have been: to reduce crime and injuries as a result of people gaining access to abandoned buildings without permission from the owner; to reduce maintenance and repair costs to these properties through preventive measures; and to keep Brawley looking like the enjoyable place to live that it is.

In particular, comments have been solicited from Dennis Morita, Francisco Soto, Tom Fox of the Chamber of Commerce, Julie Broughton and Ron Lewis of the Downtown Merchants Association.

On November 1, 1995, the Planning Commission recommended that the City Council adopt the proposed ordinance.

Public Hearing conducted: December 18, 1995; 1st Reading: 1/16/96

FISCAL IMPACT: Unknown

STAFF RECOMMENDATION: Staff recommends that you:

Approve second reading and adoption of the Maintenance of Abandoned Building/Vacant Property Ordinance

MANAGER'S RECOMMENDATION/CONCURRENCEManager's Initial *D***ACTION:**Approved

[]

Rejected []

Disapproved []

Deferred _____

Referred to _____

12-18-95

1st Reading as amended: all references to Bldg
Official "or designee". m/s/c Shields/Vasquez

CCAI\CCAI.FRM

2nd Reading as (amended 1-16-96)

m/s/c Shields/Vasquez 4-0 Benavides
absent

City of Brawley

City Council
November 04, 2025
Agenda Item No 4e



STAFF REPORT

To: City Council
From: Jimmy Duran, Chief of Police
Prepared by: Mark Cano, Interim Police Commander
Subject: **Resolution Approving and Accepting the FY 2025-2026 Office of Traffic Safety (OTS) Grant of \$80,000.00, Ratifying the Submission of the Grant Application, and Authorizing Execution of Related Grant Documents**

RECOMMENDATION:

- 1) Approve and accept by Resolution the FY 2025-2026 Office of Traffic Safety (OTS) Grant and ratify the submission of the grant application;
- 2) Authorize the City Manager and Police Chief, or their designees, to accept the grant award on behalf of the City of Brawley; and
- 3) Authorize the City Manager and Police Chief, or their designees, to execute all grant agreements and other required documents, and take any actions necessary to implement such grant agreements and related documents.

BACKGROUND INFORMATION:

The California Office of Traffic Safety (OTS) has authorized the City of Brawley's application for funding under the FY 2025-2026 OTS Grant Program in the amount of \$80,000.00. The City's approved proposal is for the Selective Traffic Enforcement Program (STEP), which focuses on reducing traffic collisions, injuries, and fatalities through targeted enforcement and educational strategies.

The OTS STEP Grant will fund overtime operations dedicated to proven traffic enforcement methods and community education efforts, including but not limited to:

- Driving under the influence (DUI) and California Driver's License checkpoints;
- Distracted driving and speeding saturation patrols; and
- Educational programs and public awareness campaigns to promote safe driving behaviors.

The strategies supported by this grant are designed to utilize best practices to reduce the number of persons killed or injured in crashes involving alcohol, distraction, and other primary collision factors. These high-visibility enforcement efforts are expected to generate community awareness and media attention, enhancing deterrence and compliance with traffic laws.

In addition to enforcement, the Brawley Police Department will participate in community outreach and collaboration efforts to engage residents in traffic safety discussions and promote education and awareness across the community.

FISCAL IMPACT:

The City’s FY25/26 Operating Budget did not include the additional revenues and expenditures associated with the implementation of the OTS STEP Grant. Therefore, a budget adjustment is recommended to recognize the grant’s revenues and appropriate the corresponding expenditures.

Description	Account Number	Amount
OTS Grant Step - Revenue	101-211.000-430.692	\$80,000
Overtime, grants - Expense	101-211.000- 700.330	\$65,000
Travel & Training - Expense	101-211.000- 750.400	\$ 4,928
Other Operating Supplies - Expense	101-211.000- 721.200	\$10,000

ALTERNATIVES:

The council may decide not to approve the acceptance of the FY 2025 Office of Traffic Safety Grant funding.

ATTACHMENTS:

- 1. Grant Agreeenent
- 2. Resolution

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

Staff, Title or Consultant, Agency
, , ,

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Rebecca Terrazas-Baxter, City Manager	Approved - 10/30/2025
Silvia Luna, Finance Director	Approved - 10/30/2025

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT26216

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Brawley Police Department	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Brawley Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with community members.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$80,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov . We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Mark Cano TITLE: Sergeant EMAIL: mcano@brawley-ca.gov PHONE: (760) 609-2393 ADDRESS: 351 Main Street Brawley, CA 92227  Mark Cano (Sep 17, 2025 13:05:44 PDT) _____ (Signature) Sep 17, 2025 _____ (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Jimmy Duran Chief of Police jduran@brawley-ca.gov (760) 693-2145 351 Main Street Brawley, CA 92227  Jimmy Duran (Oct 15, 2025 13:41:14 PDT) _____ (Signature) Oct 15, 2025 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Silvia Luna Finance Director sluna@brawley-ca.gov (760) 344-8941 351 Main Street Brawley, CA 92227  Silvia Luna _____ (Signature) Sep 18, 2025 _____ (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Stephanie Dougherty Director stephanie.dougherty@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Stephanie Dougherty _____ (Signature) Oct 15, 2025 _____ (Date)

4e.1

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: PZQ3DEBNKMK6 REGISTERED ADDRESS: 400 Main Street CITY: Brawley ZIP+4: 92227-2434
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	\$10,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	\$20,000.00
1906-26	20.611	0521-0890-101	2025	04/25	BA/25	\$5,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	\$45,000.00
					AGREEMENT TOTAL	\$80,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$80,000.00	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
 Carolyn Vu Oct 15, 2025 11:45:58 PDT			Oct 15, 2025		\$80,000.00	

4e.1

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Brawley, located in Imperial County, California, is a growing community that serves as a major transportation hub in the southernmost region of the state. With a population of approximately 26,227 residents, Brawley is centrally positioned within the county and experiences heavy commuter traffic due to its proximity to Arizona and Mexico.

The city is intersected by three major highways—Highway 86, Highway 111, and Highway 78, which contributes to a high volume of traffic. This heavy traffic leads to roadway congestion and safety concerns. Additionally, Brawley attracts winter visitors, further increasing traffic flow during peak seasons.

The city's jurisdiction includes nine schools, with over 5,700 students who walk or commute daily, requiring strong traffic safety enforcement to protect pedestrians and young commuters. However, the Brawley Police Department (BPD) has been operating with limited resources, consisting of only 12 full-time patrol officers and four supervisors, with an average of three officers patrolling the city per shift. Due to staffing and budget constraints, the department's dedicated traffic enforcement unit was disbanded in 2016, leaving general patrol officers responsible for handling all traffic-related concerns. This has resulted in limited proactive enforcement and increased traffic complaints, particularly regarding speeding, school zone safety, pedestrian violations, and DUI-related incidents.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Traffic safety in Brawley has become a growing concern, with data from the California Office of Traffic Safety (OTS) showing a significant increase in fatal and injury crashes over recent years. Between 2019 and 2020, the city experienced an 80% rise in total crashes, ranking 50th out of 91 comparable cities. Additionally, DUI-related arrests and nighttime crashes remain a persistent issue, with young adult drivers (ages 21–34) disproportionately involved in serious or fatal crashes. The BPD has identified unsafe speed, failure to yield, and improper turning as the top three primary factors contributing to crashes, further emphasizing the need for targeted traffic enforcement efforts.

The City of Brawley is facing a significant increase in traffic safety concerns, with a growing number of fatal and injury-related crashes, particularly involving speeding, failure to yield, and DUI incidents. According to the most recent crash data, unsafe speed was the leading cause of crashes in 2023, accounting for nine reported crashes, while failure to yield and improper turning contributed to six crashes. Additionally, alcohol involvement was a factor in three crashes, highlighting the ongoing risk posed by impaired drivers. These numbers indicate a persistent and urgent need for enhanced traffic enforcement measures to address reckless driving behaviors and improve roadway safety.

Historical data further supports this trend, showing a sharp increase in fatal and injury crashes between 2019 and 2020, with incidents rising from 23 to 42—a staggering 80% increase. The California Office of Traffic Safety (OTS) ranked Brawley 50th out of 91 comparable cities for total fatal and injury crashes, demonstrating a worsening safety environment. While total crashes showed a decline from 72 in 2020 to 31 in 2022, there was an alarming increase in fatal crashes, rising from one in 2020 to three in 2021, with two additional fatalities in 2022. Further analysis is needed to determine the factors contributing to these fluctuations, but the rise in fatal crashes underscores the need for targeted enforcement strategies to prevent further loss of life.

DUI-related crashes remain a critical issue, with Brawley consistently ranking in the top 25% of comparable cities for DUI arrests. Despite a decrease in overall DUI arrests from 40 in 2019 to 19 in 2020, the incidence of fatal and injury crashes during nighttime hours (9:00 PM – 2:59 AM) increased significantly. This suggests that impaired driving remains a serious concern, requiring enhanced DUI checkpoints, public awareness campaigns, and strict enforcement of traffic laws. The combination of high crash rates, DUI involvement, and

limited enforcement resources has resulted in an ongoing safety crisis on Brawley's roads, placing pedestrians, cyclists, and motorists at risk.

In 2024, the top three primary crash factors were speed, failure to yield, and improper turning. Speed contributed to one fatal crash that resulted in four deaths, as well as five additional crashes that caused injuries to nine individuals. Failure to yield was responsible for one fatal crash with one death, along with 19 additional crashes that resulted in 24 injuries. Improper turning accounted for six crashes, leading to injuries for eight people. These patterns show a concerning trend that continues to put lives at risk and highlight the urgent need for focused safety efforts.

With only three patrol officers on duty per shift, the Brawley Police Department lacks the capacity for proactive traffic enforcement, further exacerbating the problem. Traffic-related complaints, including speeding in school zones, pedestrian violations, and aggressive driving, continue to compete with emergency calls and routine patrol duties, limiting the department's ability to address violations before they result in crashes. Without dedicated resources, these preventable crashes will continue to rise, endangering residents and visitors alike. To combat these concerning trends, the Brawley Police Department continues to target enforcement operations, DUI prevention initiatives, and enhanced officer training, all aimed at reducing traffic crashes, improving road safety, and saving lives.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The target population for Brawley Police department includes the 26,227 residents of Brawley, as well as commuters, school children, pedestrians, cyclists, and other drivers who navigate the city's roadways daily. With nine schools in the jurisdiction and over 5,700 students who walk or commute to and from school, children and young pedestrians are among the most vulnerable to traffic-related dangers. Speeding in school zones and along major thoroughfares has been a persistent concern, with limited law enforcement resources available to provide consistent oversight. Without increased enforcement, students, parents, and school staff remain at risk of preventable crashes due to reckless driving behaviors, such as speeding, failure to yield, and distracted driving.

The city's position as a regional transportation hub also means that commuters traveling between California, Arizona, and Mexico frequently pass through Brawley. The presence of Highways 86, 111, and 78 creates heavy traffic congestion, which increases the likelihood of speed-related and failure-to-yield crashes. These road conditions place local drivers at risk of crashes, which often result in severe injuries or fatalities.

Additionally, DUI-related crashes and nighttime crashes disproportionately affect younger drivers aged 21-34, a demographic that ranks among the highest in fatal and injury crashes in Brawley. Impaired driving remains a major concern, with alcohol-involved crashes contributing to serious injuries and fatalities. The community as a whole faces increased risk due to limited proactive enforcement, meaning DUI offenders may continue to drive under the influence without intervention. Residents who commute during nighttime hours—such as shift workers, emergency responders, and service industry employees—are particularly vulnerable to the dangers posed by intoxicated or reckless drivers.

Through targeted enforcement and education programs, the Brawley police department will help prevent future crashes, protect at-risk populations, and create a safer road environment for everyone in the city. These efforts will directly benefit all members of the Brawley community by reducing the likelihood of fatal and injury crashes, increasing school zone safety, DUI enforcement, and pedestrian protections, and enhancing traffic safety for both local and commuter populations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.

8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	3
8. Conduct DUI Saturation Patrol operation(s).	11
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	7
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	3

13. Participate in highly visible collaborative DUI Enforcement operations.	2
14. Participate in highly visible collaborative Traffic Enforcement operations.	1
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
17. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	3
18. Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.	2

3. METHOD OF PROCEDURE

A. **Phase 1 – Program Preparation (1st Quarter of Grant Year)**

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. **Phase 2 – Program Operations (Throughout Grant Year)**

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process.

The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary

of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

4e.1

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B

GRANT NUMBER
 PT26216

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT	
1906-26	20.611	Racial Profiling Prohibition Grants	\$5,000.00	
405e DDL-26	20.616	Distracted Driving Laws	\$10,000.00	
402PT-26	20.600	State and Community Highway Safety	\$20,000.00	
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$45,000.00	

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-26	\$5,000.00	3	\$15,000.00
DUI Saturation Patrols	164AL-26	\$1,522.00	11	\$16,742.00
Collaborative DUI Enforcement	164AL-26	\$1,629.00	2	\$3,258.00
Traffic Enforcement	402PT-26	\$1,600.00	4	\$6,400.00
Pedestrian and Bicycle Enforcement	402PT-26	\$1,500.00	2	\$3,000.00
Street Racing and Sideshow Enforcement Operations	402PT-26	\$1,600.00	2	\$3,200.00
Collaborative Traffic Enforcement	402PT-26	\$1,500.00	1	\$1,500.00
Traffic Safety Educational Presentations	402PT-26	\$324.00	3	\$972.00
Distracted Driving Enforcement	405e DDL-26	\$1,428.57	7	\$10,000.00
Community Collaboration Engagement	1906-26	\$1,666.70	3	\$5,000.00
Category Sub-Total				\$65,072.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	\$4,928.00	1	\$4,928.00
				\$0.00
Category Sub-Total				\$4,928.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	\$10,000.00	1	\$10,000.00
Category Sub-Total				\$10,000.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$80,000.00

4e-1

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Collaborative Traffic Enforcement - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel. Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel. Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

4e.1

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- The Age Discrimination Act of 1975, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[1\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

4e.1

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT26216
Agency Name:	Brawley Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$80,000.00
Authorizing Official:	Jimmy Duran
Fiscal Official:	Silvia Luna
Grant Director:	Mark Cano

CURRENT GEMS USER(S)

1. Mark Cano

Title: Sergeant
Phone: (760) 609-2393
Email: mcano@brawley-ca.gov

Media Contact: Yes

2. Jimmy Duran

Title: Chief of Police
Phone: (760) 693-2145
Email: jduran@brawley-ca.gov

Media Contact: Yes

3. Maria Padilla

Title: Management Analyst I
Phone: (760) 344-2222 ext. 3005
Email: maria.padilla@brawley-ca.gov

Media Contact: No

4. John Tang

Title: Commander
Phone: (760) 524-4014
Email: jtang@brawley-ca.gov

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐ Add as a media contact? Yes ☐ No ☐	
Name	Job Title
Email address	Phone number
Form completed by: <u>Mark Cano</u> Date: Sep 11, 2025 Mark Cano (Sep 11, 2025 15:31:08 PDT)	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access. <u>Mark Cano</u> Mark Cano Mark Cano (Sep 17, 2025 13:05:44 PDT)	
Signature	Name
Sep 17, 2025	Grant Director
Date	Title

Grant Agreement - PT26216

Final Audit Report

2025-10-15

Created:	2025-09-11
By:	Thuy Marshall (Thuy.Marshall@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_HsqxSm_E2nhfCcb0yi6d4hNVp40SVc

"Grant Agreement - PT26216" History

-  Document created by Thuy Marshall (Thuy.Marshall@ots.ca.gov)
2025-09-11 - 9:42:58 PM GMT
-  Document emailed to Mark Cano (mcano@brawley-ca.gov) for signature
2025-09-11 - 9:43:05 PM GMT
-  Email viewed by Mark Cano (mcano@brawley-ca.gov)
2025-09-11 - 10:32:11 PM GMT
-  Document e-signed by Mark Cano (mcano@brawley-ca.gov)
Signature Date: 2025-09-11 - 10:33:08 PM GMT - Time Source: server
-  Document emailed to mcano@brawley-ca.gov for signature
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2025-09-11 - 10:48:02 PM GMT
-  Email viewed by mcano@brawley-ca.gov
2025-09-17 - 8:03:55 PM GMT
-  Signer mcano@brawley-ca.gov entered name at signing as Mark Cano
2025-09-17 - 8:05:42 PM GMT
-  Document e-signed by Mark Cano (mcano@brawley-ca.gov)
Signature Date: 2025-09-17 - 8:05:44 PM GMT - Time Source: server
-  Document emailed to Silvia Luna (sluna@brawley-ca.gov) for signature
2025-09-17 - 8:05:46 PM GMT
-  Email viewed by Silvia Luna (sluna@brawley-ca.gov)
2025-09-18 - 4:20:41 PM GMT

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-  Document e-signed by Silvia Luna (sluna@brawley-ca.gov)
Signature Date: 2025-09-18 - 4:21:26 PM GMT - Time Source: server
-  Document emailed to Jimmy Duran (jduran@brawley-ca.gov) for signature
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-  Email viewed by Jimmy Duran (jduran@brawley-ca.gov)
2025-10-15 - 8:42:18 PM GMT
-  Document e-signed by Jimmy Duran (jduran@brawley-ca.gov)
Signature Date: 2025-10-15 - 8:43:14 PM GMT - Time Source: server
-  Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
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2025-10-15 - 8:45:40 PM GMT
-  Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
Signature Date: 2025-10-15 - 8:45:58 PM GMT - Time Source: server
-  Document emailed to Stephanie Dougherty (stephanie.dougherty@ots.ca.gov) for signature
2025-10-15 - 8:46:00 PM GMT
-  Email viewed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)
2025-10-15 - 9:09:01 PM GMT
-  Document e-signed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)
Signature Date: 2025-10-15 - 9:11:46 PM GMT - Time Source: server
-  Agreement completed.
2025-10-15 - 9:11:46 PM GMT

RESOLUTION NO. 2025 –

4e.2

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA AUTHORIZING THE BRAWLEY POLICE DEPARTMENT TO
PARTICIPATE IN THE OFFICE OF TRAFFIC SAFETY GRANT PROGRAM
GRANT IN AN AMOUNT NOT TO EXCEED \$80,000.00**

WHEREAS, the Office of Traffic Safety Grant Program (OTS) provides funds to aid in the enforcement and education of traffic laws related to driving under the influence and distracted driving; and

WHEREAS, the OTS program provides funding for law enforcement agencies to implement projects and programs to educate local communities on impaired driving laws, while highlighting the dangers of driving under the influence of alcohol; and

WHEREAS, the Brawley Police Department has submitted a grant application and is required to execute a certificate of acceptance:

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Brawley authorizes the City Manager to participate in the Office of Traffic Safety Grant Program in an amount not to exceed \$80,000.00.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on _____, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebollar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

I, Ana Gutierrez, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the ____ day of _____ 2025, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, City Clerk

City of Brawley

City Council
November 04, 2025
Agenda Item No 4f



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Award Western Avenue Improvements to Rove Engineering.**

RECOMMENDATION:

Award Specification No. 2024-01 Improvements to Rove Engineering for Western Avenue from Main Street to Highway 86 for an amount of \$650,566.85 and authorize a 15% contingency in an amount of \$97,585.03 for a total amount of \$748,151.88 and authorize the City Manager to execute all documentation concerning this project.

BACKGROUND INFORMATION:

On June 15, 2025, the City of Brawley received authorization to proceed with the Sustainable Transportation Planning Local (STPL) Grant from the California Department of Transportation in the amount of \$778,361.50. The grant provides a reimbursement rate of 81.66%, totaling \$635,623.20, with a required City match of 18.34%, or \$142,751.50.

This grant was awarded to fund improvements along Western Avenue from Main Street to Highway 86. The scope of work includes micro-milling the through lanes and shoulder areas, placement of a hot mix asphalt leveling course on the through lanes, and application of asphalt rubber hot mix. Additional improvements include double adjustment of water valves with new concrete collars, crack filling, Type II slurry seal, striping, pavement markings, and markers.

An Alternate Bid was included to allow the use of the Asphalt Rubber Aggregate Membrane (ARAM) System, which utilizes recycled rubber tires with asphalt rubber binder. This system provides an expected service life of 15–20 years, offering enhanced durability, reduced noise, and long-term maintenance savings, if funding permitted.

Western Avenue is a major collector and one of the City's main thoroughfares. It also serves as a detour route for Highway 86 and 1st Street closures during major construction activities and City-sponsored events.

The Engineering Department advertised the project on September 12, 2025.

On October 14, 2025, the City received and publicly opened two bids, as follows:

	Base Bid	Alternate Bid
Rove Engineering, Inc.		

El Centro, CA	\$490,100.85	\$ 650,566.85
LC Paving & Sealing, Inc. Lakeside, CA	\$814,011.25	\$1,036,255.25



The Engineering Department recommends awarding the contract including the Alternate Bid utilizing the ARAM membrane system, as the total bid amount aligns with the available grant funding.

Award of this contract will allow the City to begin construction by mid to late November 2025.

Approval of this contract will enable the City to proceed with critical street improvements that will extend pavement life, improve roadway safety, and enhance neighborhood livability.

The local bidding preference factor is not applicable to this project, as it is federally funded.

FISCAL IMPACT:

Project 2025-16 (Western Avenue – Main Street to Hwy 86) was included in the FY25/26 Capital Improvement Plan. However, the adopted budget only accounted for \$599,000 in STPL funds and \$77,040 in Measure D funds, for a total project budget of \$676,040. To fully fund the completion of the project, a budget adjustment is required to allocate the remaining necessary funding as follows:

Transfer to Streets CIP	215-312.000-920.421 - Expense	\$ 60,171
Transfer from Measure D	421-310.000-600.215 -Revenue.....	\$ 60,171
Street Grants	421-310.000-430.417- Revenue	\$ 11,941
Improv. other than buildings	421-310.000-800.300- Expense.....	\$ 72,112

ALTERNATIVES:

No alternative is recommended at this time.

ATTACHMENTS:

- 1. Bid Summary

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

Staff, Title or Consultant, Agency
, , ,

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Silvia Luna, Finance Director	Approved - 10/30/2025
Rebecca Terrazas-Baxter, City Manager	Approved - 10/30/2025

City of Brawley Bid Results									
Street Improvements along Western Ave. from W. Main St (Hwy 86) to Hwy 86 (S. Brawley Ave.) Specification No. 2024-01 Bid Opening: October 14, 2025 @ 2:00 PM				Rove Engineering PO Box 2108 El Centro, CA 92244 (760) 425-0001		LC Paving & Sealing, Inc. 620 Alpine Way Escondido, CA 92029 (760) 752-1743			
				BASE BID SCHEDULE					
				Item No.	QTY	Unit of Measure	Description	Unit Price	Total
1	1	LS	Mobilization and Demobilization	\$ 73,222.00	\$ 73,222.00	\$ 90,000.00	\$ 90,000.00		
2	1	EA	Reset Monument Well W/ New Concrete Collar	\$ 3,935.00	\$ 3,935.00	\$ 3,200.00	\$ 3,200.00		
3	1	LS	Traffic Control, Public Safety, and Notification	\$ 47,789.00	\$ 47,789.00	\$ 80,000.00	\$ 80,000.00		
4	1	LS	Stormwater Pollution Prevention and Erosion Control	\$ 17,655.00	\$ 17,655.00	\$ 10,000.00	\$ 10,000.00		
5	1	LS	Clearing and Grubbing (Includes Tree Trimming)	\$ 10,290.00	\$ 10,290.00	\$ 38,250.00	\$ 38,250.00		
6	104,040	SF	0.5" AC Micro Mill	\$ 0.35	\$ 36,414.00	\$ 0.50	\$ 52,020.00		
7	290	TON	Asphalt Concrete Leveling Course With 3/8" HMA (0.5" Thick)	\$ 227.00	\$ 65,830.00	\$ 465.00	\$ 134,850.00		
8	660	TON	Asphalt-Rubber Hot Mix – Gap Graded (ARHM-GG) – (per plan)	\$ 181.50	\$ 119,790.00	\$ 351.00	\$ 231,660.00		
9	54,649	SF	Crack filling and Type II Slurry Seal	\$ 0.65	\$ 35,521.85	\$ 1.25	\$ 68,311.25		
10	1	LS	Striping, Pavement Markings, and Markers	\$ 32,224.50	\$ 32,224.50	\$ 34,000.00	\$ 34,000.00		
11	1	LS	Signage	\$ 1,124.50	\$ 1,124.50	\$ 1,200.00	\$ 1,200.00		
12	1	LS	Remove Existing Striping, Pavement Markings, and Markers	\$ 13,545.00	\$ 13,545.00	\$ 11,500.00	\$ 11,500.00		
13	26	EA	Double Adjust Water Valve Can w/New Concrete Collar	\$ 1,260.00	\$ 32,760.00	\$ 2,270.00	\$ 59,020.00		
Total					\$ 490,100.85		\$ 814,011.25		

BID SCHEDULE - ALERNATE "1"							
1	104,040	SF	0.10-foot AC Micro Mill	\$ 0.25	\$ 26,010.00	\$ 0.60	\$ 62,424.00
2	430	TON	Asphalt Concrete Leveling Course With 1/2" HMA (0.75" Thick)	\$ 194.00	\$ 83,420.00	\$ 358.00	\$ 153,940.00
3	9,630	SY	Asphalt-Rubber Aggregate Membrane (ARAM) - (per plan)	\$ 14.00	\$ 134,820.00	\$ 17.00	\$ 163,710.00
4	790	TON	Asphalt-Rubber Hot Mix – Gap Graded (ARHM-GG) – (per plan)	\$ 175.00	\$ 138,250.00	\$ 330.00	\$ 260,700.00
Alternate "1" Total					\$ 382,500.00		\$ 640,774.00
Base Bid (Minus items 6,7,& 8)					\$ 268,066.85		\$ 395,481.25
Total					\$ 650,566.85		\$ 1,036,255.25

City of Brawley

City Council
November 04, 2025
Agenda Item No 4g



STAFF REPORT

To: City Council
From: Jimmy Duran, Chief of Police
Prepared by: Jonathan Blackstone, Assistant Chief of Police
Subject: **Operational Agreement with WomanHaven**

RECOMMENDATION:

Review and Approve the Operational Agreement with WomanHaven, A Center for Family Solutions, and the Brawley Police Department for the period of October 1, 2025 through September 30, 2026, and authorize the Chief of Police to execute all relevant documents.

BACKGROUND INFORMATION:

The Brawley Police Department partners annually with WomanHaven, A Center for Family Solutions, to provide coordinated services to victims of domestic violence, sexual assault, human trafficking, dating violence, and stalking. If approved, the Operational Agreement will be for a period of one year.

WomenHaven is an organization that provides a wide variety of assistance to victims of crime in Imperial County. These services include but are not limited to: 24-hour crisis intervention, assistance with restraining orders, peer support, support for clients regarding the criminal justice system, development and presentation of domestic violence information and education, and providing temporary emergency shelter.

The Operational Agreement formalizes collaboration between the Brawley Police Department and WomanHaven to ensure effective referral processes, joint training opportunities, and consistent victim support. It will serve as guidelines outlining the responsibilities of the Brawley Police Department and WomenHaven as we collaborate to provide the maximum available assistance for crime victims residing in the City of Brawley. This agreement aligns with the Police Department's mission to enhance public safety and community well-being through partnerships that promote victim assistance, reduce recidivism, and improve access to justice.

FISCAL IMPACT:

None

ALTERNATIVES:

The council has the option to reject the approval of the operational agreement.

ATTACHMENTS:

1. Operational Agreement with WomanHaven

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 - 10/30/2025

Approved - 10/30/2025

4g

Operational Agreement
October 1, 2025 – September 30, 2026

4g.1

This Operational Agreement stands as evidence that **WomanHaven** and **The Brawley Police Department** intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Imperial County. Both agencies believe that implementation of the activities described herein will further this goal. To this end, each agency agrees to participate in the program, by coordinating/providing the following services:

WomanHaven:

- 1) 24 hour crisis Intervention
- 2) Assistance with restraining orders,
- 3) Peer support, information, and referrals to clients, both directly and over the telephone, to assist clients in obtaining appropriate resources from all agencies and services, and to provide safety planning.
- 4) Information and support to clients regarding the criminal justice system, giving particular focus to cases involving those offenders tagged as “high risk” offenders.
- 5) Develop and present domestic violence information and education curriculum for clients.
- 6) Continue to be an active participant in interpersonal violence education, court accompaniment and provide temporary emergency shelter.
- 7) To share information regarding victims of interpersonal violence when appropriate and if authorization has been obtained from the victim.
- 8) Immediate on-call service is available 24 hours a day from WomanHaven.

Brawley Police Department:

- 1) Direct referral to WomanHaven of appropriate clientele and information, support, and services to staff and victims.
- 2) To engage in cross training and meetings with WomanHaven staff as needed.

Both parties agree that they will provide services in accordance with the generally accepted principles governing care of victims of sexual assault, domestic violence, human trafficking, dating violence and stalking as stated in the WomanHaven project application.

We, the undersigned, as authorized representatives of WomanHaven and the Brawley Police Department do hereby approve this document.

For WomanHaven, Gina R. Vargas Executive Director

Date

For The Brawley Police Department
Jimmy M. Duran, Chief of Police

Date

City of Brawley

City Council
November 04, 2025
Agenda Item No 4h



STAFF REPORT

To: City Council
From: Emmet Fried, Assistant to the City Manager
Prepared by: Emmet Fried, Assistant to the City Manager
Subject: **Letter of Support for the City of Calexico's Advocacy for Proposition 4 Funding for New River Projects**

RECOMMENDATION:

Approve letter of support for the City of Calexico's efforts to secure equitable Proposition 4 funding for projects addressing water quality, public health, and environmental restoration in the New River watershed.

BACKGROUND INFORMATION:

In November 2024, California voters approved Proposition 4, a statewide bond measure that includes a \$50 million set-aside specifically for cross-border rivers and coastal waters impacted by pollution from Mexico. The bond language and legislative history identify both the New River in Imperial County and the Tijuana River in San Diego County as eligible watersheds.

The City of Calexico has taken a leadership role in advocating for a fair share of these funds to address the long-standing environmental and public health crisis caused by pollution flowing through the New River from Mexicali into Imperial County. These impacts are well-documented and disproportionately affect border communities, including Calexico and downstream cities such as Brawley.

FISCAL IMPACT:

There is no direct fiscal impact associated with this action. Future funding opportunities may arise from successful advocacy efforts.

ALTERNATIVES:

The City Council may choose not to issue a letter of support at this time, which may limit the City's role in regional advocacy efforts related to Proposition 4 funding.

ATTACHMENTS:

1. Draft Letter of Support_Calexico

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

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager, ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 10/30/2025

Approved - 10/30/2025



CITY OF BRAWLEY

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

Honorable Mayor Nuricumbo and City Council
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Dear Mayor Nuricumbo and Council Members:

On behalf of the City of Brawley, we write to express our full support for the City of Calexico's advocacy to secure fair and equitable Proposition 4 funding for urgently needed projects in the New River watershed. For generations, Calexico residents have stood on the frontline of a binational water-quality crisis, living with the public-health, environmental, and economic impacts of pollution that flows from Mexicali through the New River and into Imperial County communities. Your leadership in pressing for durable solutions honors families who have waited far too long and strengthens our collective case that border communities deserve investment commensurate with the harms they have endured.

Proposition 4, approved by voters in November 2024, includes a dedicated \$50 million set-aside for California-Mexico cross-border rivers and coastal waters—funding clearly intended for both eligible watersheds: projects consistent with the New River Water Quality, Public Health, and River Parkway Development Program in Imperial County and projects in the Tijuana River watershed. In recent months, San Diego County has advanced a strong, coordinated push for the Tijuana River Valley. We respect the seriousness of that crisis and believe it underscores—not diminishes—the parallel need to ensure a proportional share for Calexico and the New River, as contemplated by the bond's plain language and long-standing legislative findings about the New River's imminent and severe threat to public health.

Brawley fully supports Calexico's efforts to secure these dollars and stands ready to assist where possible. We are willing to echo and reinforce your requests through aligned correspondence to the State Water Resources Control Board, the Governor's Office, the Legislature, and federal and binational partners as appropriate. We also support the development of a unified, priority project list that aims to reduce pathogen and contaminant loads, modernize conveyance and treatment systems, protect neighborhoods along the river corridor, and improve the quality of inflows to the Salton Sea. Additionally, we are open to coordinating with Imperial County and the Colorado River Basin Regional Water Quality Control Board to promote a consistent regional message. As opportunities arise, Brawley may also participate in joint statements, delegation meetings, or data-sharing efforts to help strengthen Calexico's applications.

Our communities share the same air, the same watershed, and the same future. Proposition 4 is an opportunity to finally deliver the scale of investment that border families deserve: equitably, transparently, and in accordance with the law's clear intent to serve both cross-border watersheds. Please consider the City of Brawley a committed partner in your efforts. We are grateful for your leadership and look forward to working side-by-side to bring these resources home.

Respectfully,

Gil Rebollar
Mayor, City of Brawley

City of Brawley

City Council
November 04, 2025
Agenda Item No 4i



STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: **Potential Action to Approve a Letter of Support for the Imperial County Transportation Commission's Caltrans Planning Grant Application to Identify Transit-Oriented Development Opportunities within Imperial County.**

RECOMMENDATION:

City staff recommends that the City Council approve issuing the letter of support to continue interagency cooperation in achieving regional priorities and exploring and promoting transit-oriented development opportunities.

BACKGROUND INFORMATION:

On October 24, City of Brawley Development Services Staff received a request from the Imperial County Transportation Commission (ICTC) to issue a letter of support for their application for a Caltrans grant.

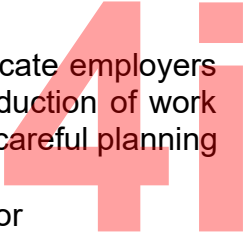
Per the original email communication, ICTC is pursuing the Sustainable Transportation Planning Grant Program "to develop a comprehensive planning document that strategically evaluates Transit-Oriented Development (TOD) opportunities near transit centers and key transit bus stops in the communities of El Centro, Calexico, Brawley, Imperial, Seeley, Holtville, and Calipatria".

According to the ICTC, "the goals of this effort are to further the development of housing and economic opportunities within these communities, increase transit ridership, and reduce auto trips within the corridors." The City of Brawley will be able to contribute to the TOD planning document. As such, the ICTC is requesting letters of support from these cities to help intergovernmental cooperation and advance toward local planning goals. They have provided a template that the City's Development Services staff has edited. The deadline to submit the letters is November 13, 2025.

Per the Circulation policies stipulated in IE Goals 1, 3, 5, and 6 of the City's General Plan, the efforts outlined in the ICTC's project description align with the broader policy of pursuing alternative transportation methods and increased public transit ridership.

Examples of such City policies within the General Plan's Circulation Element include but are not limited to the following:

- IE Policy 5.1.1: Support the efforts of the appropriate transportation agencies to provide additional local and express bus service to Brawley.

- 
- IE Policy 6.1.2 Collaborate with local transit agencies to develop programs and educate employers about employee rideshare and transit; establish mass transit mechanisms for the reduction of work related and non-work related vehicle trips; and promote mass transit ridership through careful planning of routes, headways, origins and destinations, and types of vehicles.
 - IE Policy 6.3.6 Work with local transit providers to incorporate best design practices for transit as part of new development projects.

FISCAL IMPACT:

No fiscal impact has been identified for this potential action.

ALTERNATIVES:

No alternatives are recommended. Interjurisdictional collaboration to advance transit-oriented development opportunities is a key policy objective in the City's General Plan circulation goals.

ATTACHMENTS:

1. City of Brawley Letter of Support

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 - 10/30/2025

Approved - 10/30/2025



CITY OF BRAWLEY

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

October 29, 2025

Mr. David Aguirre
Executive Director
Imperial County Transportation Commission
1503 N Imperial Avenue, Suite 92243

RE: City of Brawley Letter of Support – ICTC's Sustainable Transportation Planning Grant Application

Dear Mr. Aguirre,

The City of Brawley supports the application of the Imperial County Transportation Commission to the FY 2026-27 California Sustainable Transportation Planning Grant Program to provide funding to develop a comprehensive strategic transit-oriented development (TOD) plan to integrate housing, land use and public transportation around the city's existing transit center and key transportation corridors. We understand that the project would develop a site-specific TOD overlay unique to the city to create a community vision and strategic plan to put in place a policy foundation for future zoning and neighborhood development.

The City supports the project's purpose to pursue alternative transportation opportunities by increasing the attractiveness of public transit and walkable streets to reduce energy consumption and vehicle emissions and increase mobility and accessibility for all, including low mobility groups. We concur that the plan should consider and incorporate strategies and complete streets elements to improve active transportation safety and transit service, and to further consider the inclusion of affordable housing to support higher levels of transit ridership, as lower-income residents may choose transit over the cost of vehicle ownership.

We look forward to hearing that the Imperial County Comprehensive Strategic TOD Plan has been awarded funding through the FY 2026-27 California Sustainable Transportation Planning Grant Program, and to continuing close coordination with your team to ensure the plan reflects the needs and priorities of the Brawley community.

Sincerely,

Gil Rebollar, Mayor
City of Brawley

City of Brawley

City Council
November 04, 2025
Agenda Item No 4j



STAFF REPORT

To: City Council
From: Emmet Fried, Assistant to the City Manager
Prepared by: Emmet Fried, Assistant to the City Manager
Subject: **Ratify Agreement with Empire Southwest for the Purchase of a Backhoe**

RECOMMENDATION:

Ratify the agreement with Empire Southwest for the purchase of a backhoe in an amount not to exceed \$161,157.97.

BACKGROUND INFORMATION:

The Streets & Utilities Division relies on a backhoe for a wide range of essential operations, including:

- Cleaning canal drains
- Repairing water and sewer line breaks
- Backfilling trenches
- Performing right-of-way cleanup
- Loading and grading asphalt
- Assisting with homeless encampment removal
- Addressing fire line breakaways
- Removing fallen trees

The current backhoe has become unreliable due to frequent malfunctions and is due for replacement.

On October 21, 2025, the City Council approved the purchase of the backhoe through the OMNIA Partners Cooperative Purchasing Program. Staff now seeks ratification of the agreement. A copy of the executed client purchase agreement for the City of Brawley has been included with this staff report.

FISCAL IMPACT:

This purchase is funded through the FY2025/26 Capital Improvement Project and Heavy Equipment Budget, under:

Project No.: 2025-20
Fund: Wastewater Fund (511)
GL Account: 511333.000-800.400 (Equipment)

ALTERNATIVES:

No alternative is recommended at this time.

ATTACHMENTS:

1. Executed Purchase Agreement for Backhoe (Empire Southwest)

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 - 10/30/2025

Approved - 10/30/2025

4j



4j.1

Client Purchase Agreement

Account Manager: Brian Havens

PSR:

DBS Agreement #: E19789 att ship

Date: 10/17/2025

Client #: 0801925

Client Name: CITY OF BRAWLEY

Contact: ANNA GUTIERREZ

Contact Phone: 760-587-4320

Address: 400 MAIN ST

City/State/ZIP: BRAWLEY 92227-2434

Phone: 760-344-8941

Invoicing Client: CITY OF BRAWLEY - 0801925G

PO #:

Terms: On Account - Net 10

Special Payment Instructions: For Wire Instructions email the Empire Credit Dept. at CreditDepartment@empire-cat.com

Please include the following information with your payment or wire:

Invoicing Client: CITY OF BRAWLEY

Client Number: 0801925

Agreement Number: E19789 att ship

Serial Number(s): 0H8T06823, CI240902535, EG250408136

Delivery Location:

Delivery Address:

Delivery Zip Code:

F.O.B: BRAWLEY

City/State: BRAWLEY, CA

Client Required Delivery Date: 10/30/2025

Job Site Location: BRAWLEY, CA

Bond #:

Freight: The freight will be provided by a Common Carrier and paid for by: Empire Common

Equipment							
Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0H8T06823	2025	420-074ECP	E603650	NI	CATERPILLAR	BACKHOE LOADER	\$149,566.56
						84 MONTHS OR 4000 PREMIER WARRANTY	
CI240902535		BL-36PL	E208000	NI	CATERPILLAR	NON-HYDRAULIC WORK TOOL	\$0.00
EG250408136		BL-CUPL	E205771	NI	CATERPILLAR	NON-HYDRAULIC WORK TOOL	\$0.00

Sub Total:	\$149,566.56
State/County Sales Tax (CC 7.75%):	\$11,591.41
City Sales Tax (_City - no additional tax 0.00%):	\$0.00
Balance Due:	\$161,157.97

Client Purchase Agreement

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods or services from Empire will be governed solely by Empire's Sales and Service Terms (www.empire-cat.com/legal/sales-service-terms-conditions); the rental of equipment from Empire will be governed solely by Empire's Rental Terms (www.empire-cat.com/legal/rental-terms-conditions); and the enrollment of equipment in Empire's Client Value Agreement ("CVA") program will be governed solely by Empire's CVA Terms (www.empire-cat.com/legal/client-value-agreement-terms-conditions), or such other successor websites at which Empire posts its Sales and Service Terms, its Rental Terms, and its CVA Terms, as such terms and conditions are revised from time to time (collectively, the "Terms"). Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are incorporated by reference into this document and all other documents related to the purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The Agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the Agreement for comprehensive definitions).

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

Signatures:

 10/29/25
Client Date

Client

Date

 for EMPIRE MACHINERY
ACCOUNT MANAGER 10-29-25

City of Brawley

City Council
November 04, 2025
Agenda Item No 5a



STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Silvia Luna, Finance Director
Subject: **2024/25 General Fund Year-End Budget Report**

RECOMMENDATION:

Receive and file the 2024/25 General Fund Year-End Budget Report, approve the amended budget carryovers from fiscal year 2024/25 to fiscal year 2025/26, and allocations to reserves.

BACKGROUND INFORMATION:

The City's overall budget is comprised of multiple funds, most of which are restricted for special purposes such as road improvements, housing programs, grants, or enterprise operations such as water, wastewater, or the airport. The year-end budget report focuses only on the General Fund, which supports a variety of city services, programs, and operational expenses.

The report is intended to provide a summary of revenues and expenses for the fiscal year (FY) 2024/25 (from 7/1/2024 through 6/30/2025) and highlight any relevant variances from the final budget, one-time anomalies, and deviations from prior fiscal years. It also provides an update on final carryovers from FY 2024/25 to 2025/26 and reserve balances for the period ended June 30, 2025.

The City is in the process of completing its annual audit and preparing comprehensive financial statements. The General Fund is also included in the annual financial statements; however, this report allows the city to evaluate how the General Fund performed independent of all other funding sources of the City.

FISCAL IMPACT:

Amended expenditure budget carryovers from FY 2024/25 to 2025/26 total \$1,005,558 and are funded with budgetary savings. Revenues not received in FY 2024/25 totaling \$712,146 are anticipated to be received in 2025/26 and also recommended as budget adjustments. A full detailed listing of carryovers is found in Exhibit B of the Budget Report and if approved would be incorporated into the current 2025/26 budget

ALTERNATIVES:

City Council may choose to not approve or amend recommended carryovers and reserve allocations.

ATTACHMENTS:

1. 2024/25 General Fund Year- End Budget Report

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 - 10/30/2025

Approved - 10/30/2025

5a

2024/25 GENERAL FUND YEAR-END BUDGET REPORT

November 4, 2025

The FY 2024/25 Budget continued to reflect the impacts of rising utility costs, higher inflation, and several position vacancies, along with the addition of new administrative positions and the implementation of employee incentive programs to support staff retention. Despite these challenges, the City's overall financial performance remained strong, demonstrating sound fiscal management and stable revenue trends. Exhibit A provides a one-page summary of total revenues and expenditures for the fiscal year.

REVENUES

Below is a summary of actual revenues with larger variances described below.

REVENUES:	2024/25 Final Budget	2024/25 Actuals	Variance
TAXES	\$ 14,717,048	\$ 15,372,219	\$ 655,171
LICENSES & PERMITS	331,100	256,533	(74,567)
GRANTS	2,041,180	1,283,865	(757,315)
FEES & CHARGES FOR SERVICES	6,833,163	6,744,258	(88,905)
FINES & ASSESSMENTS	17,000	9,237	(7,763)
INTEREST/MISC./REIMBURSEMENTS	424,274	676,786	252,512
TRANSFERS IN	1,527,195	1,527,198	3
TOTAL REVENUES	\$ 25,890,960	\$ 25,870,096	\$ (20,864)

TAX REVENUES

Property Taxes – Secured and unsecured property tax revenues exceeded budget projections by \$ 107,334 primarily due to increases in assessed property values and new construction activity. These factors collectively reflect the continued strength of the local property tax base and stable economic activity within the City.

Sales taxes - Sales tax collections exceeded budget projections by \$194,398, primarily due to the sustained increase in fuel prices and higher allocations from the county and state pools. Continued steady local in-person shopping and dining activity, along with the City's strong agricultural and farming operations, also contributed to the overall increase in collections.

Sales TUT (Measure J) -The City's additional 1% approved by the voters in the November 2024 general elections went into effect on April 1st of 2025. Collections from April 1st to June 2025 totaled \$ 1,033,880.

RPTTF- (Redevelopment Property Tax Trust Fund) residual revenues exceeded budget projections by \$430,353.31, reflecting the continued impact of the California Court of Appeal, Third Appellate District decision in *City of Chula Vista v. Sandoval, et al.* As a result of this ruling, ongoing RPTTF distributions to cities and local agencies within Imperial County have increased, while the County's share has been proportionally reduced, with no impact on property taxpayers. The current budget reflects this ongoing redistribution.

Non-Tax Revenue Negative Variances were a result of pending revenues not received during FY 2024/25 but anticipated to be received in FY 2025/26. A summary of these revenues is provided below:

Negative Revenue Variance Explained		
RCOE Facility Lease	\$ 10,800	Pending from RCOE Facility Lease Agreement
CDBG 21-HOME-16105 Grant (admin)	\$ 80,863	Pending from State of CA - HCD
Homeland Security Investigations (HSI)	\$ 1,170	Pending from State of CA
ABC APP Grant	\$ 29,127	Pending from Imperial County - Fire Engine Reimbursement
Library Grants	\$ 611,050	State of CA- Building Forward Grant (Received, but unavailable)
TOTAL PENDING REVENUES	\$ 733,010	
Revenue Variance BEFORE pending items	<u>\$ (20,864)</u>	
Revenue Variance AFTER pending items	\$ 712,146	

If these revenues would have been received as budgeted; revenues would have ended at \$712,146 over budget. The City is expecting to collect these deferred revenues in FY 2025/26, therefore, budget adjustments to these revenues is recommended in FY 2025/26 to avoid large budget to actual variances.

EXPENSES

Overall, 83% of departments were within budget. The chart below provides a summary of expenses and highlights savings, or overages explained in the narrative following the chart.

EXPENSES:	2024/25 Final Budget	2024/25 Actuals	Variance
CITY COUNCIL	\$ 95,519	\$ 87,212	\$ 8,307
CITY CLERK	109,832	24,236	85,596
RECORDS ADMINISTRATION	258,555	228,639	29,916
CITY MANAGER			
CITY MANAGER	354,456	260,149	94,307
PERSONNEL	442,131	449,674	(7,543)
INFORMATION TECHNOLOGY	840,656	728,491	112,165
FISCAL SERVICES			
FINANCE	893,649	870,182	23,467
UTILITY BILLING	852,966	796,032	56,934
NON-DEPARTMENTAL	2,334,722	1,633,653	701,069
CITY ATTORNEY	154,670	121,438	33,232
COMMUNITY & ECONOMIC DEVELOPMENT			
PLANNING	356,981	467,860	(110,879)
BUILDING INSPECTIONS	427,216	404,805	22,411
COMMUNITY DEVELOPMENT	267,767	241,115	26,652
POLICE PROTECTION			-
POLICE DEPARTMENT	8,057,881	8,223,079	(165,198)
GRAFFITI ABATEMENT	78,111	73,575	4,536
CODE ENFORCEMENT	115,050	97,100	17,950
ANIMAL CONTROL	337,257	324,282	12,975
FIRE SERVICES			
FIRE STATION 1	4,624,787	4,675,391	(50,604)
FIRE STATION 2	65,973	63,320	2,653
PUBLIC WORKS			
ENGINEERING	1,190,981	860,379	330,602
PARKS AND RECREATION			
PARKS	1,312,049	1,203,721	108,328
RECREATION & LIONS CENTER	838,611	817,615	20,996
SENIOR CITIZEN CENTER	84,699	77,548	7,151
LIBRARY SERVICES			
MAIN LIBRARY	1,203,378	531,139	672,239
TOTAL EXPENSES	\$ 25,297,897	\$ 23,260,634	\$ 2,037,263

EXPENSE OVERAGES

Personnel Department – Overages in the Human Resources Department are related to several facility and office improvements made to reorganize the department and accommodate an increase from two to three staff members (including the addition of an Administrative Clerk). The overages include costs for new workstations and office recarpeting.

Planning Department – The overage is directly related to professional services. The Planning Department had been vacant for two years, during which the City outsourced planning functions to a local consultant. The consultant's services were extended until the positions of Development Services Director and Planning Technician were filled, trained, and fully transitioned into office.

Police Department – The Police Department reported several overages within its budget. Under Salaries and Benefits, the overages were primarily due to higher personnel costs associated with internal promotions, special assignments, increased health insurance premiums, and sworn personnel overtime. Additionally, the department experienced operational overages related to the purchase of officer equipment, including Getac units, Assaulter System Belt Carriers, and computer replacements. Overages were also noted under Technical Services and Software Subscriptions, resulting from the payment of two years of the ProPhoenix software license and the renewal of the Department's Body-Worn Camera contract.

Fire Department – The Fire Department reported overages primarily related to staff incentive pay and overtime, resulting from staff unavailability and special assignments. Additional overages occurred in the Vehicle Repair and Maintenance budget due to major repairs on the Fire Ladder Truck and a motor rebuild on one of the units.

EXPENSE SAVINGS

Expense savings were primarily the result of some partial vacancies and delayed expenditures, including professional studies and larger facility and equipment improvements. Most of these savings are recommended for carryover to FY 2025/26, as summarized below and detailed in Exhibit B.

Expense Savings Before Carryovers	\$2,037,263
Carryovers to FY 2025/26	<u>(\$1,005,558)</u>
Savings After Carryovers	\$ 1,031,705

Larger departmental savings are discussed below:

City Clerk – Net savings totaled \$85,596. These savings are primarily due to budgeted election and records consultant services that were not required during the 2024 General Election. No carryover of savings is recommended for FY 2025/26.

City Manager- Net savings total \$94,307. These savings are primarily attributed to the City Manager position vacancy. The position was partially funded through the Police Department, as the Chief of Police served as Interim City Manager during the fiscal year.

Information Technology – Overall savings of \$112,165 were achieved due to unused hardware and software contingency funds, which will no longer be required for FY 2025/26

Non-Departmental – This department realized savings of \$701,069. A carryover of \$234,508 to FY 2025/26 is recommended to fund the Citywide ADA Transition Facilities Study, the Citywide User Fee Study, and a staffing contingency.

Engineering – Savings of \$330,602 were primarily due to vacancies within the Engineering Department and unused professional services budgeted to provide operational flexibility and temporarily expand the department capacity. No carryovers are recommended for FY 2025/26, as all positions have been filled and consulting services have been appropriately budgeted for the current fiscal year.

Parks – Savings totaling \$108,328 were realized from a capital improvement project for park equipment replacement that did not commence during the fiscal year. A total of \$100,000 will be carried over to FY 2025/26, as the project remains included in the FY 2025/26 Capital Improvement Program.

Library – Savings of \$ 672,239 are associated to Library Building improvements and equipment that will be acquired with the Library Building Forward State grant that was awarded on October of 2023. A total of \$ 611,050 is requested as a carryover to FY 2025/26.

CARRYOVERS

Carryovers from FY 2024/25 to FY 2024526 were estimated in early June 2025. Invoices for each FY continue to be paid through August of each year. This is known as the accrual period. After all invoices are paid, Finance re-evaluates estimated carryovers to determine final carryovers based on actual expenses and current operational needs. A summary of final recommended carryovers is presented as Exhibit B and includes all City Funds with the largest amounts derived from ongoing multi-year capital projects.

RESERVES

Adequate reserves ensure the City is able to effectively respond to economic uncertainties and fluctuations without drastically reducing services from one year to the next. The chart below depicts reserve balances by category as of June 30, 2025. These reserve balances reflect the financial health of the City at fiscal year-end. The increase in reserves during FY 2024/25 reflects the prudent allocation of resources for carryovers, future known expenses, and the recognition of budget savings.

CITY OF BRAWLEY			
General Fund Reserves Overview			
Based on Actuals for Fiscal Year Ended 2024/25			

FUND BALANCE CATEGORY	ACTUALS BALANCES AT 6-30-2024	CHANGE DURING FY 2024/25	ENDING BALANCES AT 6-30-2025
Non-Spendable (Prepaid Expenses)	\$ 122,877	\$ (72,877)	\$ 50,000
Restricted for Library	\$ 50,411	\$ (50,411)	\$ -
Committed to Operational Carryovers	\$ 1,261,304	\$ (255,746)	\$ 1,005,558
Committed to Capital Replacement Reserves	\$ 800,000	\$ 100,000	\$ 900,000
Public Safety Personnel Reserve	\$ 300,000	\$ 100,000	\$ 400,000
Unassigned	\$ 8,218,897	\$ 2,788,496	\$ 11,007,393
TOTAL FUND BALANCES	\$ 10,753,489	\$ 2,609,462	\$ 13,362,951

RESERVE TARGET CALCULATION - (15% of Expenses)			
FY 2024/25 Expenses Adopted Budget	15% Target	Unassigned as of 6-30-2025	Surplus/(Shortfall)
\$ 25,297,897	\$ 3,794,685	\$ 11,007,393	\$ 7,212,709

A **Capital Replacement Reserve** was established in FY 2021/22 with an allocation of \$500,000. Staff recommends adding \$100,000 to this reserve from unanticipated savings for future capital replacements. This reserve can be used for matching grant funds, to supplement restricted funds used for capital improvements, or to purchase large equipment.

The **Public Safety Personnel Reserve** was established in FY 2021/22 with an allocation of \$100,000. It is recommended to allocate \$100,000 of unanticipated savings for future expenses associated with grant funded positions whereby the City must retain public safety personnel for an additional term after grant funds are expensed.

As a result of unanticipated savings and the positive fiscal impact of Measure J during FY 2024/25, the City's 15% target reserve reached \$11,007,393, exceeding the target by \$7,212,709. Staff recommends conducting an in-depth analysis to determine how this surplus should be managed to ensure that the City sets aside adequate contingency reserves while maintaining ongoing operational flexibility.

CITY OF BRAWLEY
GENERAL FUND REVENUES AND EXPENSES BY DEPARTMENT/DIVISION
FISCAL YEAR ENDED 2024/25

REVENUES:	2024/25 Final Budget	2024/25 Actuals	Variance
TAXES	\$ 14,717,048	\$ 15,372,219	\$ 655,171
LICENSES & PERMITS	331,100	256,533	(74,567)
GRANTS	2,041,180	1,283,865	(757,315)
FEES & CHARGES FOR SERVICES	6,833,163	6,744,258	(88,905)
FINES & ASSESSMENTS	17,000	9,237	(7,763)
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TRANSFERS IN	1,527,195	1,527,198	3
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RECORDS ADMINISTRATION	258,555	228,639	29,916
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CITY MANAGER	354,456	260,149	94,307
PERSONNEL	442,131	449,674	(7,543)
INFORMATION TECHNOLOGY	840,656	728,491	112,165
FISCAL SERVICES			
FINANCE	893,649	870,182	23,467
UTILITY BILLING	852,966	796,032	56,934
NON-DEPARTMENTAL	2,334,722	1,633,653	701,069
CITY ATTORNEY	154,670	121,438	33,232
COMMUNITY & ECONOMIC DEVELOPMENT			
PLANNING	356,981	467,860	(110,879)
BUILDING INSPECTIONS	427,216	404,805	22,411
COMMUNITY DEVELOPMENT	267,767	241,115	26,652
POLICE PROTECTION			-
POLICE DEPARTMENT	8,057,881	8,223,079	(165,198)
GRAFFITI ABATEMENT	78,111	73,575	4,536
CODE ENFORCEMENT	115,050	97,100	17,950
ANIMAL CONTROL	337,257	324,282	12,975
FIRE SERVICES			
FIRE STATION 1	4,624,787	4,675,391	(50,604)
FIRE STATION 2	65,973	63,320	2,653
PUBLIC WORKS			
ENGINEERING	1,190,981	860,379	330,602
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PARKS	1,312,049	1,203,721	108,328
RECREATION & LIONS CENTER	838,611	817,615	20,996
SENIOR CITIZEN CENTER	84,699	77,548	7,151
LIBRARY SERVICES			
MAIN LIBRARY	1,203,378	531,139	672,239
TOTAL EXPENSES	\$ 25,297,897	\$ 23,260,634	\$ 2,037,263

Continuing Appropriations/Carryovers from FY 2024/25 to FY 2025/26

Vendor/Program	Account Number	Description	Estimate
Unbudgeted, new positions	101-191.000-710.900	Contingency for Staffing	\$ 100,000
ADA Transition Study	101-191.000-730.100	Professional Services	\$ 102,288
Citywide Fee Study	101-191.000-730.100	Professional Services	\$ 32,220
Fire Equipment and Upgrades	101-221.000-800.400	Equipment	\$ 60,000
Parks Improvements	101-511.000-920.411	Transfer to Parks CIP	\$ 100,000
Library Building Improvements	101-551.000-800.300	Improvements other than bldgs.	\$ 484,000
Library AC Units	101-551.000-800.400	Equipment	\$ 127,050
GENERAL FUND TOTAL			\$ 1,005,558

Capital Improvements	211-312.000-800.400	Equipment	\$ 100,000
Professional studies and analysis	213-313.000-730.100	Professional Services	\$ 114,605
Capital Improvements	215-312.000-920.421	Transfer to Streets CIP	\$ 217,000
Grant Funded -Program Expenses	228-211.000-730.200	Technical Services	\$ 22,495
Grant Funded -Program Expenses	229-211.000-700.100	Permanent Salaries	\$ 52,751
Grant Funded -Program Expenses	229-211.000-700.330	Overtime/Grants	\$ 14,470
Grant Funded -Program Expenses	229-211.000-750.400	Travel & Training	\$ 15,049
Grant Funded -Program Expenses	229-211.000-800.400	Equipment	\$ 252
Grant Funded -Program Expenses	229-211.000-800.500	Vehicles	\$ 9,253
Capital Improvements	411-511.000-800.400	Improvements other than bldgs.	\$ 100,000
Capital Improvements	421-310.000-800.300	Improvements other than bldgs.	\$ 6,215,026
Capital Improvements	452-211.400-800.200	Buildings	\$ 54,500
Capital Improvements	456-321.400-800.300	Improvements other than bldgs.	\$ 87,000
Capital Improvements	459-511.400-800.300	Improvements other than bldgs.	\$ 93,229
Capital Improvements	460-551.400-800.600	Office furniture	\$ 35,000
Professional studies and analysis	501-321.000-730.100	Professional Services	\$ 2,702
Capital Improvements	501-321.000-800.300	Improvements other than bldgs.	\$ 2,606,000
Capital Improvements	501-321.000-800.400	Equipment	\$ 30,000
Professional studies and analysis	511-331.000-730.100	Professional Services	\$ 2,702
Capital Improvements	511-331.000-800.300	Improvements other than bldgs.	\$ 300,000
Capital Improvements	511-332.000-800.300	Improvements other than bldgs.	\$ 200,000
Capital Improvements	511-333.000-800.400	Equipment	\$ 130,000
Capital Improvements	531-351.000-730.100	Professional Services	\$ 2,702
Capital Improvements	531-351.000-800.300	Improvements other than bldgs.	\$ 140,118
TOTAL OTHER FUNDS			\$ 10,544,853
OVERALL TOTAL			\$ 11,550,411

NOTE: All carryovers are estimates based on projected invoices to end FY 2024/25. Upon completion of the final comprehensive FY 2024/25 audit, Finance will verify account balances and present final carryover amounts based on actual remaining funds prior to adding carryovers to the FY 2025/26 budget.

City of Brawley

City Council
November 04, 2025
Agenda Item No 5b



STAFF REPORT

To: City Council
From: Sylvia Vizcarra, HR Administrator
Prepared by: Sylvia Vizcarra, HR Administrator
Subject: **Dress Code Policy**

RECOMMENDATION:

That the City Council review and approve the revised City of Brawley Dress Code Policy as presented.

BACKGROUND INFORMATION:

The City of Brawley maintains a Dress Code Policy to ensure that employees present a professional image that reflects positively on the City and its organizational culture. The policy applies to all City employees who are not required to wear a uniform and provides clear standards for appropriate workplace attire.

The revised policy clarifies expectations for business casual dress, introduces specific standards for jeans and City logo wear, and outlines prohibited attire. It also incorporates guidance on casual Fridays and themed attire days (such as Cattle Call festivities) to maintain a balance between professionalism and employee engagement.

Additionally, the policy defines the process for approving departmental exceptions, emphasizes safety and appearance standards, and outlines procedures for addressing non-compliance, including potential disciplinary action.

The updates were developed by the Human Resources Department to promote consistency across all departments and ensure that dress standards reflect the City's professional image and values. As part of the policy development process, the City conferred with representatives of the labor unions via email to provide an opportunity for input and ensure alignment with existing Memoranda of Understanding.

FISCAL IMPACT:

There is no fiscal impact associated with adoption of the revised Dress Code Policy.

ALTERNATIVES:

1. Approve the revised Dress Code Policy as presented.
2. Approve the policy with modifications as directed by the City Council.
3. Do not approve the policy and provide alternative direction to staff.

ATTACHMENTS:

1. Dress Code Policy
2. Resolution

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

Staff, Title or Consultant, Agency

Shirley Bonillas, , Retired Annuitant, City of Brawley

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 10/30/2025

Approved - 10/30/2025



5b.1

City of Brawley Personnel Policy

Subject **City of Brawley Dress Code Policy**

Policy Number 153-51

This policy outlines how we expect employees to dress at work. Employees should keep in mind that their appearance matters when representing the City of Brawley to visitors and residents. An employee's appearance can create either a positive or negative impression that reflects on the City and its professional culture.

If the Memorandum of Understanding (MOU) addresses the topic, the MOU supersedes this policy.

Scope

The City of Brawley Dress Code Policy applies to all City employees not required to wear a uniform.

Elements of Proper Dress

The City of Brawley's official dress code is **business casual**. Acceptable business casual attire includes:

- Khaki pants, slacks, or trousers
- Modest-length skirts and dresses
- Collared shirts (e.g., polo shirts, button-down shirts)
- Blouses, knit tops, sweaters, and cardigans
- Blazers or casual suit jackets

Additional guidelines:

- Employees must be clean and well-groomed. Grooming styles dictated by religion or ethnicity are fully respected.
- Clothing must be work-appropriate. Attire typically worn for workouts or outdoor activities is not permitted for employees whose work setting is in the office.
- Clothing must project professionalism, such as collared shirts, dress pants or skirts, and closed-toe shoes. Clothes that are overly revealing or inappropriate are not allowed.
- Clothing must be clean and in good condition. Discernible rips, tears, or holes are not acceptable.
- Employees must avoid attire with offensive or inappropriate designs, stamps, or images. This includes hats, buttons, or pins with such designs.
- Appearance and safety are of paramount importance.
- City of Brawley logo wear, including t-shirts, is considered appropriate attire if clean and professional in appearance.

Employees may wear denim jeans as part of their regular work attire, provided they meet the following standards:

- Jeans must be clean, neat, and free of holes, fraying, excessive fading, or wrinkles.
- Ripped, torn, distressed, baggy, or overly tight jeans are not permitted.

- Jeans must fit appropriately and be paired with professional tops and footwear to maintain a polished appearance.

Prohibited Attire

The following clothing items are not permitted in the workplace:

- T-shirts with inappropriate graphics or language.
Note: T-shirts that are part of a uniform or for a specific city sponsored purpose (e.g., Cattle Call promotions) are allowed.
- Sweatshirts and sweatpants.
- Open-toe shoes (unless they are dress shoes and do not pose a safety concern).
- Casual footwear such as crocs, house shoes (slippers) or flip-flops.
- Swimsuits, tube tops, or halter tops (except for lifeguards wearing job-appropriate swimwear).
- Spandex-type pants, leggings or any excessively tight, sheer or low-cut clothing.
- Short, tight, or revealing skirts or dresses that do not reflect a professional standard.

Casual Fridays and Themed Attire

The City of Brawley may designate “Casual Fridays” or other themed attire days (e.g., Western wear for Cattle Call festivities). Even on these days, attire must remain professional, respectful, and appropriate for the workplace.

Exceptions

Department manager/director, with the approval of the City Manager, may authorize job-related or situational exceptions to this policy.

Non-Compliance and Disciplinary Action

Supervisors are responsible for ensuring compliance with this policy and may address any attire that does not meet these guidelines.

Employees who do not follow the dress code or exceptions approved from their department manager/director, may face disciplinary action, up to and including termination.

If a supervisor determines that an employee’s attire is inappropriate, the employee will be sent home to change into appropriate attire and will not be paid for this time while not at work.

5b.2

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE HUMAN RESOURCES DEPARTMENT OF THE CITY OF BRAWLEY TO ADOPTING THE CITY OF BRAWLEY DRESS CODE POLICY

WHEREAS, the City of Brawley (the “City”) is committed to maintaining a professional, respectful, and service-oriented work environment in which employees present a positive image to the public and support the City’s mission of providing effective services to residents and visitors; and

WHEREAS, the City has determined that a clear Dress Code Policy is necessary to set consistent standards of appearance for non-uniformed employees, thereby promoting the City’s professional culture and reinforcing public trust; and

WHEREAS, the Human Resources Department has developed a revised Dress Code Policy which outlines appropriate business casual attire, grooming and appearance guidelines, provisions for jeans and logo wear, identifies prohibited attire, and defines procedures for non-compliance and exceptions; and

WHEREAS, the Memorandum of Understanding (MOU) applicable to a represented employee group may supersede portions of this policy if the MOU addresses the topic of employee attire; and

WHEREAS the City Council has reviewed the proposed Dress Code Policy, finds it to be consistent with the City’s objectives and service standards, and desires to adopt the policy in order to ensure uniform application across all applicable departments.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Brawley as follows:

Adoption. The City Council hereby adopts the Dress Code Policy of the City of Brawley (the “Policy”), in substantially the form presented to the City Council and on file with the City Clerk, which shall apply to all City employees who are not required to wear an official uniform.

Effective Date. This Policy shall become effective on [insert effective date] and shall supersede any prior City dress code guidelines for non-uniformed employees, except as may be superseded by any applicable MOU.

Implementation. The City Manager and Human Resources Director are authorized and directed to implement the Policy, distribute it to all affected employees, provide appropriate training or guidance as needed, and ensure supervisory compliance consistent with the provisions of the Policy.

Modifications/Exceptions. Department managers and directors, with the approval of the City Manager, may authorize job-related or situational exceptions to the Policy as provided therein. Any modifications to the Policy shall be submitted to the City Council for review and approval if substantive.

5b.2

Enforcement. Supervisors are responsible for ensuring compliance with the Policy. Employees who fail to comply may be sub

BE IT FURTHER RESOLVED that the City Council of the City of Brawley hereby directs the City Manager and Human Resources Department to ensure that a copy of the adopted Dress Code Policy is distributed to all employees, incorporated into the City's Personnel Policies.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on _____, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebollar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025 - was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the _____ day of _____ 2025, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, City Clerk

City of Brawley

City Council
November 04, 2025
Agenda Item No 5c



STAFF REPORT

To: City Council
From: John Tang, John Tang, Interim Parks and Recreation Manager
Prepared by: John Tang, John Tang, Interim Parks and Recreation Manager
Subject: **Approval of Tyson Medical Foundation/Inferno to host the proposed Cattle Call Family Night event, including provisions for alcohol sales, fee waivers, and road closure.**

RECOMMENDATION:

It is recommended that the City Council approve the Tyson Medical Foundation/Inferno's proposed Cattle Call Family Night event, including provisions for alcohol sales and road closure.

BACKGROUND INFORMATION:

The Cattle Call Family Night is a community event organized by the Tyson Medical Foundation/Inferno to enhance the festivities of our city's Cattle Call celebrations. It will be held on Thursday, November 6, 2025, from 6:00 p.m. to 10:00 p.m. to honor our city's historic cattle call and provide an enjoyable experience for all participants.

To ensure the smooth conduct of the event, the Tyson Medical Foundation/Inferno is requesting the following:

1. Closure of North Plaza from Main to North Imperial from 4:00 pm to 10:00 PM on November 6, 2025.
2. Fee waivers
3. Sale of Alcohol

FISCAL IMPACT:

The event will require City support for street closure setup, public safety presence, and potential fee waivers. All costs associated with City staff coordination and support will be absorbed within existing departmental budgets.

ALTERNATIVES:

The council may elect not to approve.

ATTACHMENTS:

1. Road Closure Map
2. Facility Use Agreement
3. Insurance Declaration

4. ABC Permit

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

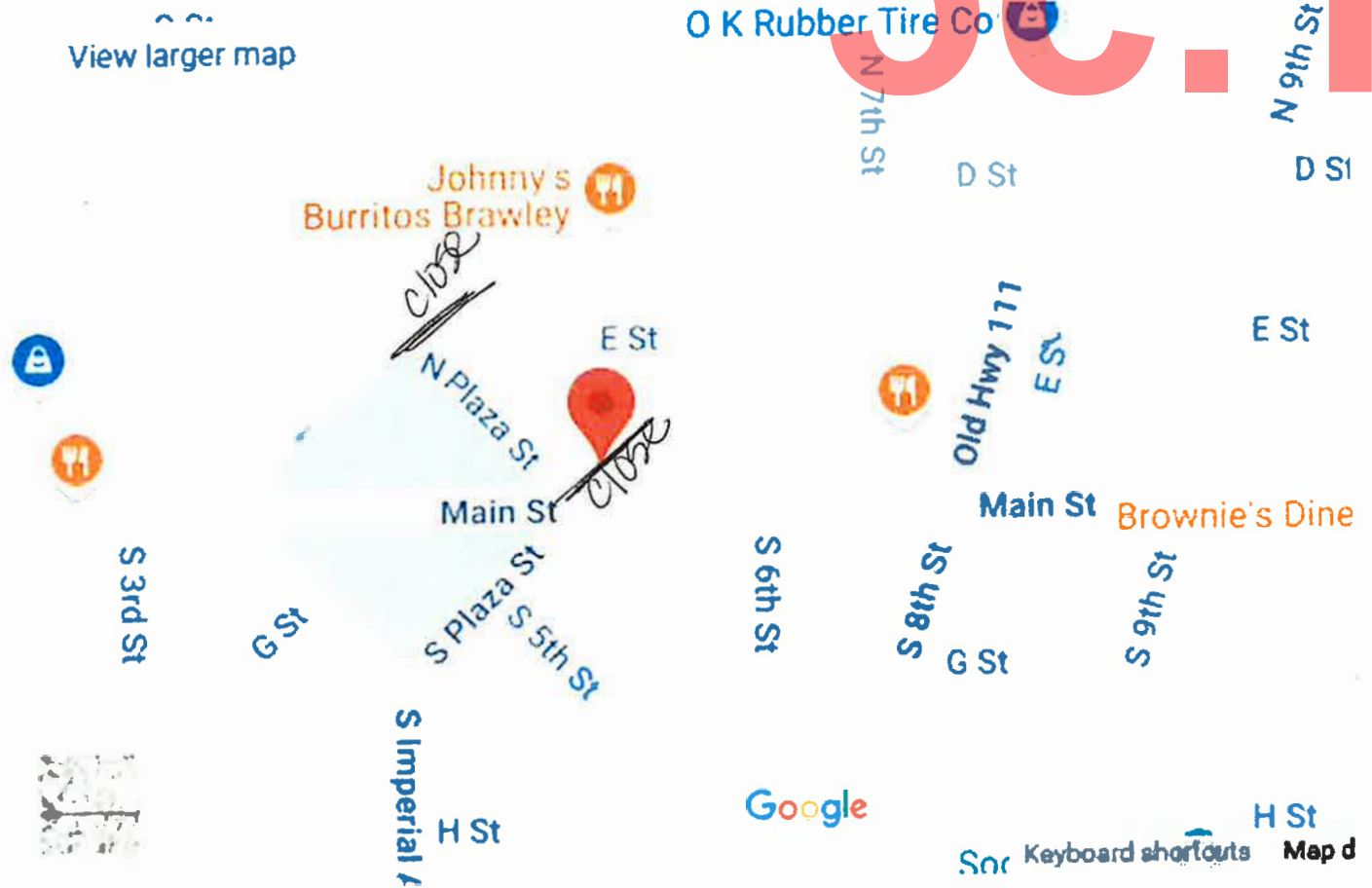
Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 10/30/2025

Approved - 10/30/2025

5c



Inferno - Cattle Call family Night Event
Road Closure Request

Line Dancing with DJ
Mechanical Bull
Thursday night Football on patio



CITY OF BRAWLEY

DEPARTMENT OF PARKS
AND
RECREATION

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

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

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

ACTIVITY DATE (S) Nov 6th 2025 ACTIVITY Cattle Call Family Night
NAME OF APPLICANT Joni Santana ADDRESS 505 Main St Brawley Ca 92227
HOME PHONE 760-623-3378 WORK PHONE 760-623-3378
ORGANIZATION Tyson Medical Foundation NON-PROFIT # 88-3096000
Will this activity be a fund-raiser? Yes ☒ No ☐
Admission fee, entry fee or donation? Yes ☐ No ☒
If yes, where will the proceeds go? Tyson Medical Foundation

FACILITY REQUESTED

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

TIMES AND ATTENDANCE

Approx. attendance 100 Adults
50 Minors
Set-up & Starting 4 AM/PM
Guests Arrive at 6 AM/PM
Ending & Clean-up 10 AM/PM
Total Hours 6 hours

I WOULD LIKE TO USE THE FOLLOWING EQUIPMENT:

 # Tables Other
 # Chairs
 Trash Cans

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

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

APPLICANT'S SIGNATURE

TITLE Executive Director

DATE 10/13/2025

STAFF NOTES: requesting road closure from corner of Inferno to end of Vibras from 4pm - 11pm

CHARGES AND DEPOSITS

PRIORITY

APPLICATION: ☐ APPROVED ☐ DENIED BY: _____
EMPLOYEE REQUIRED ☐
FACILITY HRS CHARGE TOTAL DATE: _____
☐ Lions Center @ \$ _____ \$ _____
☐ Senior Center @ \$ _____ \$ _____
☐ Cattle Call @ \$ _____ \$ _____
☐ Parks @ \$ _____ \$ _____
☐ Lions Pool @ \$ _____ \$ _____
☐ Teen Center @ \$ _____ \$ _____
☐ Del Rio Community Center @ \$ _____ \$ _____
NEEDED: COMPLETED:
☐ Security ☐
☐ Insurance ☐
☐ Council Approval ☐
Paid On _____ # _____
Refundable Deposit _____ \$ _____ Paid On _____ # _____
Total Fees _____ \$ _____

- CC ☐ Parks
☐ Recreation
☐ Senior Citizens
☐ Buildings

Refund Approval ☐ Yes ☐ No

Amount of Refund: _____

Entered on Calendar ☐

Copies issued by: _____

Employee: _____



CERTIFICATE OF LIABILITY INSURANCE

FACEOFU-01

MLEE

DATE (MM/DD/YYYY)
10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS **NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6009491
Smith-Kandal Insurance Agency, LLC
PO Box 5
Brawley, CA 92227

CONTACT NAME:
PHONE (A/C, No, Ext): (760) 344-2212 FAX (A/C, No): (760) 344-3383
E-MAIL ADDRESS: misty@smithkandal.com

INSURED
Face of USA Productions LLC, DBA Inferno Brawley
2010 Chaparral Drive
El Centro, CA 92243

INSURER(S) AFFORDING COVERAGE
INSURER A: Kinsale Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		01002805051	1/26/2025	1/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Brawley, its employees, elected officials, and officers are named as additional insured in respects to general liability when required by contract.

CERTIFICATE HOLDER

City of Brawley,
its officers, officials, elected and employees
383 Main Street
Brawley, CA 92227

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Blaise Smith

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

Attached To and Forming Part of Policy 0100280505-1	Effective Date of Endorsement 01/26/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Face of USA Productions LLC
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

- A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured.
Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured
4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

- C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of "occurrence", claim, or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made, or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE
ON-SALE GENERAL EATING PLACE

5c.4

VALID FROM

Apr 01, 2025

FACE OF USA PRODUCTIONS LLC

2010 CHAPARRAL DR
EL CENTRO, CA 92243-6115

EXPIRES

Mar 31, 2026

TYPE NUMBER DUP

47 641615

AREA CODE

1301 08

RENEWAL

BUSINESS ADDRESS DBA: INFERNO
(IF DIFFERENT)

505 & 501 MAIN ST
BRAWLEY, CA 92227-2423

CONDITION

OWNERS FACE OF USA PRODUCTIONS LLC



IMPORTANT INFORMATION

EFFECTIVE PERIOD: This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMenu.html>.

RENEWAL NOTICES: Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

RENEWAL DATE It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

RENEWAL PAYMENTS: Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. ☐renewal☐) must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

SEASONAL LICENSE It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

POSTING: Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

CONDITIONS: A copy of all applicable conditions must be kept on premises.

LICENSEE NAME: Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by **"-AND XX OTHERS-"**. All names are on file and available upon request from your local ABC office.

DBA: If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distrmap.html>.

NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

<http://www.abc.ca.gov>



@ca_abc



CaliforniaABC

City of Brawley

City Council
November 04, 2025
Agenda Item No 5d



STAFF REPORT

To: City Council
From: Jimmy Duran, Chief of Police
Prepared by: John Tang, Police Commander
Subject: **Approve a Memorandum of Understanding (MOU) with the Brawley Elementary School District (BESD) and the City of Brawley to Implement a Youth Soccer Program (MLS GO) through the Brawley Police Department**

RECOMMENDATION:

It is recommended that the City Council approve and adopt the Memorandum of Understanding (MOU) between the City of Brawley and the Brawley Elementary School District (BESD) to allow the Brawley Police Department (BPD) to implement a youth soccer program under the MLS GO model.

BACKGROUND INFORMATION:

The Brawley Elementary School District (BESD) is interested in establishing a collaborative partnership with the Brawley Police Department (BPD) to facilitate the implementation of the MLS GO soccer program. This initiative seeks to enrich youth extracurricular activities and promote community involvement through youth soccer.

The MLS GO soccer program is designed to provide a structured and constructive environment for youth engagement in soccer, thereby promoting physical activity, teamwork, and social skills. Through collaboration with BESD, the BPD will have the opportunity to extend its reach to a broader audience and ensure the program's success.

The BPD, in partnership with BESD, is committed to fostering a love for soccer and promoting healthy, active lifestyles among our students by overseeing the comprehensive implementation of the MLS GO soccer program. This exciting program will be offered at multiple school sites across the district, ensuring wide accessibility and participation for all eligible students.

We believe that engaging students in such programs enhances their physical skills and builds teamwork, discipline, and leadership qualities. The BPD will take the lead in providing high-quality coaching and mentorship, inspiring students to achieve their personal best both on and off the field.

FISCAL IMPACT:

Implementing the MLS GO soccer program will require funding for equipment, uniforms, and related expenses. BESD shall contribute \$450,000.00 annually to operate this program. This financial support will cover the operational costs for up to 400 students.

ALTERNATIVES:

The council may elect not to approve.

ATTACHMENTS:

1. BESD and City of Brawley MOU

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 - 10/30/2025

Approved - 10/30/2025

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF BRAWLEY
AND BRAWLEY ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR THE IMPLEMENTATION OF THE MLS GO YOUTH SOCCER
PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Brawley Elementary School District, a public school district organized and existing under the laws of the State of California (hereinafter referred to as “BESD”), and the City of Brawley, California (hereinafter referred to as “CITY”). BESD and CITY are referred to collectively herein as “the Parties.” The City’s department that shall be primarily responsible for implementing this agreement is the Brawley Police Department (“BPD”).

RECITALS

WHEREAS, BESD desires to offer high-quality enrichment and physical activity opportunities for its students through the Expanded Learning Opportunities Program (ELOP); and

WHEREAS, BPD has the capacity and commitment to coordinate, staff, and operate a recreational youth soccer program under the MLS GO model that promotes physical wellness, teamwork, and community engagement; and

WHEREAS, both Parties seek to formalize a collaborative agreement to implement the MLS GO Youth Soccer Program as part of BESD’s ELOP offerings for students in grades TK–6 during the 2025-2026 school year, including intersession days;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

I. PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the following Parties:

BESD – A public school district located in Brawley, California, is committed to providing high-quality education and supporting the development of students in grades TK through 8. BESD seeks to enhance student learning and engagement through afterschool and extended learning opportunities in alignment with California’s ELOP.

The City, a general law city organized and existing in the State of California, to be implemented by BPD, municipal law enforcement agency serving the City, that is committed to public safety, youth outreach, and community engagement. BPD operates

various youth development initiatives and community partnership programs, including recreational and mentorship-based services aimed at fostering positive youth-police relations.

Together, these Parties mutually agree to collaborate for the implementation and operation of the MLS GO Youth Soccer Program during the 2025-2026 school year as part of BESD's ELOP strategy to provide access to high-quality enrichment activities that support student learning, physical health, and character development.

II. PURPOSE

The purpose of this Agreement is to establish a collaborative partnership between the BESD and the City, working with the City's BPD to implement and operate the MLS GO Youth Soccer Program as a component of BESD's ELOP.

This program aims to:

- Enhance student development by offering a structured, age-appropriate recreational soccer experience that supports physical fitness, social skills, teamwork, discipline, and leadership.
- Expand access to enrichment activities for BESD students, particularly English Learners, foster youth, and low-income students, by providing no-cost participation in seasonal leagues and clinics that align with the goals of BESD's ELOP Plan Guide.
- Strengthen community relationships through positive interaction between youth and law enforcement personnel, fostering trust, mentorship, and shared community responsibility.
- Provide year-round programming through:
 1. Two structured soccer seasons annually (Spring and Fall); and
 2. Two seasonal soccer clinics/camps (Summer and Winter), designed to engage students during school breaks.
- Utilize the resources and personnel of the BPD/City and approved volunteers to coordinate program operations, provide trained coordinators, and ensure proper oversight and safety of all activities.
- Ensure full compliance with ELOP requirements, including student access, adult-to-student ratios, equitable participation, and alignment with the instructional and developmental goals outlined by the California Department of Education.

By working together, BESD and the City and BPD commit to delivering a sustainable and impactful recreational program that contributes to the holistic development of students and builds stronger ties between schools, families, and public safety personnel.

III. PROGRAM DESCRIPTION

The MLS GO Youth Soccer Program is a structured, year-round recreational sports initiative developed to engage BESD students in active, enriching, and skill-building soccer experiences. As an ELOP-aligned activity, the program supports physical health, teamwork, and youth development while strengthening school-community partnerships. The MLS GO program shall be aligned to BESD's 2025-2026 instructional calendar, including intersession days.

A. Program Format and Schedule

The program operates year-round and consists of:

Two Seasons Per Year:

Spring Season: March through June (10 weeks)

Fall Season: September through January (10 weeks)

Each season includes two sessions per week (practice or games)

Two Clinics/Camps Per Year:

Winter Clinic/Camp

Summer Clinic/Camp

Each clinic/camp includes two sessions per week, per school.

B. Season Definition

A season refers to a structured 10-week cycle of league play consisting of:

- Player evaluation and team assignments
- Two sessions per week, including practices and/or games for each participant
- U10 (Under 10 yrs.) teams: Practice sessions of 1 hour
- 10+ (Over 10 yrs.) teams: Practice sessions of 2 hours
- Weekly game days with officiated matches
- Up to 24 games per week for 8 weeks per season, officiated by trained referees
- Coach-led instruction aligned with MLS GO curriculum
- Team jerseys and equipment provided to participants

- End-of-season celebration with player recognition and awards
- Each season is focused on building fundamental soccer skills, reinforcing teamwork, and providing a safe and fun environment for learning and physical activity.

C. Clinic/Camp Definition

A clinic or camp is a short-term, intensive soccer experience held during intersession days to promote continuous engagement. Each clinic/camp includes:

- Two sessions per week, per school typically held on non-school days or after school
- U10 (Under 10 yrs.) teams: Practice sessions of 1 hour
- 10+ (Over 10 yrs.) teams: Practice sessions of 2 hours
- Open skill stations for passing, dribbling, shooting, defense, and fitness
- Team-building activities and friendly scrimmages
- Character-building discussions centered on sportsmanship, perseverance, and teamwork
- Guest speakers or community mentor visits
- Participation certificates and small rewards

Clinics/camps are open to all skill levels and are designed to:

- Reinforce foundational soccer skills
- Keep students engaged during academic breaks
- Promote healthy habits and social connection

D. Student Participation

BESD will sponsor up to 400 students per season or camp/clinic.

Enrollment will prioritize equity, inclusion, and access for all students, especially those qualifying under ELOP criteria (unduplicated pupil counts).

E. Program Goals

The MLS GO Youth Soccer Program aims to:

- Support academic and behavioral success through physical activity and engagement
- Build confidence, communication, and leadership in students
- Create opportunities for structured mentorship between students and police personnel
- Reinforce school-community trust and unity

IV. CITY RESPONSIBILITIES

The City shall task BPD to serve as the lead implementing agency for the operation, coordination, and day-to-day management of the MLS GO Youth Soccer Program. BPD agrees to provide staffing, logistical support, training, and oversight to ensure a safe, effective, and enriching experience for all participants.

A. Program Coordination and Oversight

BPD will:

Serve as the primary program operator, responsible for organizing and managing all aspects of the MLS GO soccer seasons and clinics/camps.

Oversee program scheduling, supervision of BESD students enrolled in the program, and implementation in alignment with BESD's ELOP Plan Guide and the MLS GO standards.

Manage registration processes, team creation, communications with families, and coordination of fields and facilities. BPD will make information available in both English and Spanish and in a form that is easily understandable for all parents/guardians.

Maintain a safe environment, including the presence of trained staff at all sessions, adherence to safety protocols, and emergency response procedures.

Communicate behavior expectations to participants in advance of registration and enforce behavior expectations for participants.

Prohibit discriminatory conduct in the MLS GO program and undertake any actions necessary to prevent, address, and resolve instances of unlawful discrimination.

Request from parents/guardians of students participating in the MLS GO program pupil health information as needed for student safety considerations in the program. Program requirements include that the City must request from parents/guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment in the MLS GO program pursuant to Education Code section 8483.4. In addition, the City may provide parents an opportunity to execute a written consent to release pupil health information from BESD to BPD.

B. Personnel Assignments

All City personnel, including but not limited to BPD personnel (employees, coaches, referees, volunteers) assigned to the MLS GO Program shall be subject to the health screening (Educ. Code § 49406) and fingerprint clearance requirements (Educ. Code § 45125.1) under the Education Code and BESD policy for school personnel and volunteers. BPD/the City shall submit to BESD the certification enclosed as **Exhibit A**.

BPD will assign the following staff to support program operations:

One (1) Full-Time Police Youth Program Coordinator I, responsible for:

- Program management
- Coordination with BESD
- Scheduling and logistics
- Events and promotion
- On-site supervision
- Coaching as needed or required
- Oversight of coaches, referees, and approved volunteers

Two (2) Part-Time Police Youth Program Coordinator positions.

Responsibilities include:

- On-site supervision
- Support with practices, games, and clinics
- Assisting with student check-in, equipment setup, and logistics
- Scheduling and logistics
- Coaching as needed or required
- Oversight of coaches, referees, and approved volunteers

C. Coach Recruitment and Training

BPD will recruit, coordinate, and train additional coaches for the program, as follows:

Coach Recruitment Sources

Coaches may be recruited from the local community or from a pool of City employees.

All coaches must meet health screening requirements, pass background checks, and be cleared to work with minors prior to participation as described below.

Training Requirements

Prior to service, each coach will complete required trainings on:

- Mandated reporting of child abuse or neglect
- Concussion protocols
- Heat illness prevention
- Cardiac arrest emergency response
- MLS GO curriculum and expectations
- Youth supervision, positive coaching, and safety procedures

Coaching Schedule:

Coaches will lead two sessions per week for 10 weeks per season

Session duration:

- U10 teams: 1 hour per session
- 10+ teams: 2 hours per session

BPD shall manage coach assignments, maintain timesheets, and ensure coach performance and conduct meet the goals and standards of the program.

D. Referee Management

BPD shall recruit and manage referees to officiate games during the 8-week game period of each season:

Referees shall be scheduled as needed, based on the weekly game schedule (up to 24 games per week)

Referees will receive 2 hours of training in match rules, youth engagement, and game-day procedures per year.

BPD will ensure referees are properly vetted, trained, and equipped

All coaches, referees, and volunteers shall be subject to the health screening and fingerprint clearance requirements under the Education Code and BESD policy for school personnel and volunteers.

E. Equipment and Game Setup

BPD will:

- Purchase, store in BPD facilities, and distribute all necessary equipment, uniforms, goals, and supplies required to conduct practices, games, and clinics

- 
- Coordinate game-day setup, including field markings, safety equipment, and water stations
 - Ensure all materials align with MLS GO guidelines and are maintained in safe, functional condition

F. Reporting and Communication

BPD will:

- Maintain attendance, participation, and activity records for all sessions
- Submit records of student attendance to BESD on each day of the program
- Maintain adult-student ratios in alignment with the ELO-P regulations
- Submit quarterly updates to BESD on program status, participation numbers, and expenditures
- Be primarily responsible for supervising and addressing student participant behavior in the MLS GO program and maintaining standards for appropriate student conduct. In serious cases, BPD may collaborate with BESD to address any concerns related to student safety, student discipline, or program quality, while recognizing the MLS GO program is managed and operated by BPD for the benefit of BESD students.
- Designate a point of contact for BESD staff and families
- Be responsible for personnel matters involving its staff, including coaches, volunteers, and/or referees working in the MLS GO program.

V. BESD RESPONSIBILITIES

The BESD shall serve as the funding partner, providing the financial resources and educational alignment necessary to implement the MLS GO Youth Soccer Program as a qualified ELOP. BESD agrees to support equitable access to enrichment and physical development for all eligible students.

Should BESD students with special needs desire to participate in the MLS GO program, BESD will provide accommodations consistent with students' Individualized Education Programs and/or Section 504 Plans for those students while engaged in MLS GO activities under this MOU. BESD personnel may support BPD's MLS GO program at the district's discretion. BESD personnel will not be assigned to provide medical services to pupils participating in the MLS GO program unless doing so is required for their participation under an IEP or 504 Plan. Any concerns regarding such BESD staff assigned to BPD's MLS GO program shall be directed to the BESD Superintendent.

Should games, matches, scrimmages, or tournaments occurring in the MLS GO program under this MOU require BESD students to travel to a location other than their regular school of attendance, and if those activities occur on a BESD school day, including intersession days, BESD will provide transportation for students via the BESD transportation department. BPD shall provide BESD with 30 calendar days' notice of any request for such transportation.

If any parent, participant, or community member directs a complaint regarding a BPD employee, volunteer, coach, or referee to BESD, BESD will forward or direct those complaints to BPD's program coordinator responsible for overseeing such personnel matters.

A. Program Funding

For the 2025-2026 school year, BESD will pay to the City a total amount of \$450,000 , payable within 30 calendar days of the BESD governing board's ratification of this MOU. This payment shall sponsor up to 400 BESD students per camp/clinic and is intended to reimburse the City/BPD for staffing costs, referees, uniforms, and equipment expenses.

B. Student Recruitment and Enrollment

BESD will:

Promote program opportunities to students and families through district schools and communication channels;

Coordinate student enrollment lists with BPD to confirm participation eligibility (enrollment as a BESD student) and monitor attendance for ELOP reporting purposes; and

Ensure outreach prioritizes unduplicated pupils in accordance with ELOP guidelines (English learners, foster youth, and low-income students).

C. Program Compliance and Support

BESD will:

Provide guidance as needed to BPD to ensure that all funded activities align with the requirements of California's ELOP, including allowable uses, access, and instructional alignment;

Collaborate with BPD as needed to review and approve all planned activities, schedules, and expenditures;

Participate in review meetings with BPD as needed to evaluate program performance, identify challenges, and coordinate improvements

D. Data and Reporting

BESD will:

Provide guidance to BPD regarding needed documentation of all financial expenditures in accordance with state audit standards.

Submit necessary ELOP reporting and compliance data to the California Department of Education.

Receive participation, attendance, and program updates from BPD/City on a daily basis for inclusion in district records and accountability reports. BESD shall provide instruction to BPD representatives regarding the method of submitting daily student attendance data.

E. Facilities Use

BESD will make all reasonable efforts to provide access to district-owned soccer fields or other suitable outdoor spaces for practices, games, and camps associated with the MLS GO Youth Soccer Program. Field access will be coordinated in good faith and will be subject to:

Availability based on school schedules, maintenance needs, and other district programming.

Prior communication and scheduling between BESD and BPD.

Compliance with BESD's facility use policies, including any required permits, supervision standards, or site-specific procedures.

Weather, specifically, safety and conditions consistent with heat illness prevention expectations for outdoor physical activity.

BESD will commit to supporting the program's operational needs to the greatest extent possible.

VI. DATA SECURITY

In the event BESD student or parent information is affected in a breach or cyber security incident in BPD or the City's systems or files, the City will take actions necessary to try to secure or mitigate the breach, and the City will provide written notice to the affected parties whose data was compromised as soon as possible and in accordance with California and federal law.

VII. DURATION OF AGREEMENT

This Agreement shall become effective upon the date of the last signature by an authorized representative of either party, including ratification by the BESD governing board, and shall remain in effect until July 2, 2026.

A. Automatic Renewal

Unless otherwise terminated as described below, this Agreement shall automatically renew annually on its anniversary date for successive one-year terms (after the last day of summer academy), subject to:

- Availability of funding through BESD's ELOP
- Successful program implementation, including BESD student participation levels demonstrating student interest, and compliance with all terms, conditions, and performance expectations
- Written confirmation of continued participation and mutual agreement by both parties, no less than thirty (30) calendar days prior to renewal

B. Termination

Either party may terminate this Agreement prior to its expiration by providing written notice at least sixty (60) calendar days in advance. Reasons for early termination may include, but are not limited to:

- Loss of funding; however, any sudden or unforeseen cessation of ELOP funding shall not be subject to sixty (60) days' notice of termination
- Non-compliance with program requirements
- Inability to perform agreed-upon responsibilities
- Mutual agreement to conclude or restructure the partnership

In the event of termination, both Parties agree to cooperate in good faith to resolve outstanding matters and ensure a smooth transition or closure of program activities with minimal disruption to students and families.

VIII. INSURANCE AND LIABILITY

To ensure the safety of all participants and mitigate potential risks associated with program operations, both parties agree to the following provisions related to insurance and liability:

A. Insurance Coverage

The City

Shall maintain general liability insurance, workers' compensation, and automobile liability coverage, as applicable, in accordance with the City's municipal policies and at levels required of groups using BESD facilities under the Civic Center Act and BESD Board Policy and Administrative Regulation 1330.

Shall ensure that all program personnel, including coordinators, coaches, and referees employed by or contracted through the City, are covered under applicable City insurance policies while acting within the scope of their assigned program duties.
BESD

Shall maintain general liability insurance and other applicable coverage consistent with its obligations as a public educational agency.

Shall ensure that its employees and representatives participating in any aspect of the MLS GO program are adequately insured under the district's policies.

B. Certificate of Insurance

Prior to execution of this MOU, each party shall provide the other with a Certificate of Insurance evidencing the required coverage. Each party will name the other party as an additional insured where feasible and appropriate.

C. Indemnification

The City agrees to indemnify, defend, and hold harmless BESD, its officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses resulting from the negligent or wrongful acts or omissions of the City, its officers, agents,

employees, or program contractors arising out of or related to the execution of this Agreement.

BESD agrees to indemnify, defend, and hold harmless the City of Brawley, its officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses resulting from the negligent or wrongful acts or omissions of BESD, its officers, agents, employees, or representatives arising out of or related to the execution of this Agreement.

D. Student and Volunteer Safety

Both parties will ensure that all individuals who have direct contact with students, including coaches, referees, volunteers, and program personnel, are subject to fingerprint-based background checks and health screenings, consistent with the California Education Code and public safety protocols.

All safety procedures, emergency contact protocols, and mandatory reporting requirements will be followed in accordance with applicable law and agency policy.

The City is required to notify BESD by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety-related issues, including, but not limited to: issues involving criminal background clearances for the City's employees working in the MLS GO program, including its coaches, referees, and volunteers; building safety; and any event specified in subdivision (c) pursuant to Education Code section 8483.4(b).

IX. PROGRAM EVALUATION AND REPORTING

To ensure accountability, transparency, and continuous improvement of the MLS GO Youth Soccer Program, both BESD and the BPD agree to participate in ongoing program evaluation and data sharing as permitted by law.

A. Post-Program Reports

BPD shall submit a report after each season and clinic/camp summarizing:

- Student enrollment and attendance data
- Activities held (e.g., practices, games, workshops)
- Number of games conducted and referees assigned
- Notable outcomes, challenges, or areas for improvement

B. Review Meetings

BESD and BPD will meet bi-annually, or more frequently as needed or requested by either party, to:

- Review reports and program data
- Address operational issues or funding updates
- Discuss recommendations for program improvements
- Plan upcoming seasons or clinics

C. Annual Program Summary

At the end of each program year (each year ending the last day of summer academy), BPD will provide BESD with a comprehensive program summary, which shall include:

- Total number of students served throughout the year
- Participant demographics, including unduplicated pupil counts
- Total number of practices, games, and events held
- Evaluation of program outcomes and alignment with ELOP goals
- Recommendations for the following year

D. Compliance with ELOP and California Department of Education Requirements

BESD shall retain primary responsibility for ensuring that all aspects of the MLS GO Program funded through ELOP meet state and local requirements.

BPD will support BESD by providing any requested documentation or data needed for:

- Annual audits
- California Department of Education ELOP reporting
- Local program evaluation or board reporting

E. Feedback and Continuous Improvement

Both parties will collaborate to gather feedback from students, families, and staff to improve program quality.

BESD and the City agree to:

- Use findings to inform decision-making
- Implement feasible improvements based on community and participant input

X. AMENDMENTS

5d.1

This MOU constitutes the sole and entire agreement and understanding between the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, promises, and understandings related hereto are merged herein. This Agreement is the final and complete expression of the understandings of the Parties. This Agreement may be amended, modified, or supplemented at any time upon mutual written consent of both Parties, subject to BESD and the City's governing board ratification. To maintain flexibility and responsiveness to evolving needs, the following terms shall apply:

A. Written Amendments Required

Any proposed changes to this Agreement, including program structure, funding amounts, roles, or timelines, must be documented in writing and signed by an authorized representative of both BESD and the City.

B. Review and Approval Process

Either party may initiate a request for amendment by submitting a written proposal outlining the requested changes and justification.

Upon receipt, the other party shall review the proposal in good faith and respond within a reasonable timeframe, not to exceed 30 calendar days.

C. Non-Waiver of Terms

Failure by either party to enforce any provision of this Agreement at any time shall not constitute a waiver of that provision or any other part of the Agreement.

D. Agreement Reaffirmation

Any approved amendments shall be incorporated into the Agreement by formal addendum and shall become effective on the date specified in the amendment document.

All other provisions of the Agreement shall remain unchanged and in full force unless otherwise specified in the amendment.

XI. CONSTRUCTION

The language and all parts of this MOU shall be construed according to its fair meaning, in compliance with the law. The Parties acknowledge that each party has reviewed this MOU and agree that any rules of construction to the effect that ambiguities are to be

resolved against the drafting party shall not apply in any interpretation of this MOU or any amendments hereto, rather the MOU shall be interpreted as if each party contributed equally in the drafting and construction of all of the language and each of the terms herein.

XII. ATTORNEY'S FEES, VENUE

If a suit or a claim is brought by either party to this Agreement to enforce any of its terms or to otherwise litigate a dispute concerning this Agreement, each party shall be responsible for bearing their own fees and expenses irrespective of whether any party is deemed the prevailing party.

In the event of litigation, this MOU and related matters shall be governed and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Imperial County, California.

XIII. SIGNATURES

By signing below, the authorized representatives of the BESD and the City agree to the terms and conditions outlined in this Agreement for the implementation of the MLS GO Youth Soccer Program as part of BESD's ELOP.

This Agreement is entered into voluntarily and in good faith by both parties and shall be effective as of the date of BESD governing board ratification.

Brawley Elementary School District

Name: _____

Title: _____

Signature: _____

Date: _____

City of Brawley

Name: Gill Rebollar

Title: Mayor

Signature: _____

Date: _____

Approved as to form:

Name: _____

Title: _____

Signature: _____

Date: _____

Attest:

Name: _____

Title: _____

Signature: _____

Date: _____

APPROVED by the governing board of the Brawley Elementary School District in open session at a duly noticed meeting of the Board held on the ____day of _____, 2025.

By: _____
NAME, Clerk of the Board

EXHIBIT A
BRAWLEY ELEMENTARY SCHOOL DISTRICT

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
BY INDEPENDENT CONTRACTOR**

Name of Independent Contractor: _____ [Print Name]

This certification is made by the above-named individual or entity who seeks to provide services to the Brawley Elementary School District ("District") as an independent contractor which may result in interaction with students outside of the supervision of a District employee or parent/guardian. I understand that the District requires compliance with the fingerprinting requirements for independent contractors described in Education Code section 45125.1, in connection with these services.

I make the following certifications, under penalty of perjury:

A. I shall not begin to provide services as an independent contractor with the District, and I shall not permit any of my employees, agents or independent contractors to come in contact with pupils in connection therewith until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7 (c) and 667.5 (c). (Education Code § 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils, have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)

C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current fingerprinting and criminal background check certification, along with the employee list, throughout the duration of Contractor provided services.

Contractor Signature

Printed Name

Title

Date

City of Brawley

City Council
November 04, 2025
Agenda Item No 5e



STAFF REPORT

To: City Council
From: Mike York, Fire Chief
Prepared by: Mike York, Fire Chief
Subject: **Budget Adjustment to FY 25-26 and Position Allocations for One Full-Time Firefighter and One Full-Time Limited-Term Firefighter – Brawley Fire Department**

RECOMMENDATION:

- 1) Approve a budget adjustment in the amount of \$109,072 for the hiring of one (1) new Full-Time Firefighter position and one (1) new Limited-Term Firefighter position for the remainder of the fiscal year; and
- 2) Authorize the addition of two (2) new position allocations within the Brawley Fire Department as follows:
 - One (1) Full-Time Firefighter; and
 - One (1) Full-Time Limited-Term Firefighter through June 30, 2025.

BACKGROUND INFORMATION:

The Brawley Fire Department is currently budgeted for 22 operational positions, consisting of 16 Firefighters and 6 Fire Captains. At present, five (5) Firefighters are unable to work their regularly scheduled shifts due to confidential personnel-related reasons.

Normal staffing consists of two shifts with seven (7) personnel per day and one shift with eight (8) personnel per day. The Department's minimum staffing level is six (6) per day, which cannot be reduced without compromising basic and expected service levels.

Due to current vacancies and temporary absences, the Department has been required to rely heavily on holdovers, where personnel remain on duty for an additional 24 hours—resulting in a total work period of 72 hours. Previously, the Department experienced 48-hour holdovers for a total of 96 consecutive work hours. In addition, requested leave has frequently been canceled or denied due to limited staffing and a lack of available coverage.

As of October 2025, approximately 44% of the Fire Department's annual overtime budget has been expended to maintain minimum staffing levels. The Department responds to approximately 3,000 calls for service per year, with an incident overlap rate of 38%, meaning that multiple calls occur simultaneously more than one-third of the time. Continuous holdovers under this operational tempo negatively impact morale and, with reduced rest periods, can lead to fatigue-related safety and decision-making concerns.

In FY 2024/25, the City adopted a phased plan to add one (1) Firefighter position per year over three fiscal years to align staffing levels with the Service Area Plan (SAP) recommendations. One (1) Firefighter was added in FY 2024/25; however, the FY 2025/26 Firefighter addition was deferred.

To address the current staffing strain and maintain safe operational readiness, staff recommends the immediate addition of one full-time Firefighter and one full-time limited-term Firefighter. The limited-term position would remain in effect through June 30, 2025, at which time Fire Department staffing and workload will be reevaluated.

Firefighter testing and interviews have been completed, and an eligibility list is currently active to facilitate timely appointments to the requested positions.

FISCAL IMPACT:

The FY25/26 Operating Budget includes a Contingency allocation for staffing. An internal budget adjustment is recommended to transfer \$109,072 from Account 101-191.000-710.900 to the Fire Department Salaries and Benefits budget to provide funding for the hiring of two full-time firefighters.

ALTERNATIVES:

- 1) Approve the requested budget adjustment and position allocations as recommended.
- 2) Approve the addition of only one of the two proposed positions.
- 3) Deny the request and provide alternate direction to staff.

ATTACHMENTS:

- 1.

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 - 10/30/2025

Approved - 10/30/2025



5e.1

CLASS TITLE: Firefighter

BASIC FUNCTION: Under general supervision, responds to fire alarms, traffic accidents, rescues and other emergency calls to protect life, environment and property. Participates in training and drill activities; participates in the maintenance of the fire department apparatus, equipment and facilities; performs various staff support assignments; and performs related work as assigned.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

Responds to emergency calls in the effort of protecting life and property with firefighting and rescue tactics, assists in fire prevention, and the routine duties associated with the care and maintenance of fire department property and equipment. The emergency calls comes from a variety of alarms, such as structural and environmental fires, traffic accidents, natural gas leaks, medical emergencies and hazardous material spills.

Provides first responder medical emergency response at the Basic and EMT support level, including initial patient and situation assessment, cardiopulmonary resuscitation and trauma emergency medical care; prepares patients for transport and assists paramedics in advanced life support emergency medical care.

Fights fires under departmental procedures and as directed by a fire company officer; connects and lays hose lines, sets ladders and operates fire streams; uses hand and power tools to ventilate and enter burning structures for the purpose of extinguishing fires and to perform search and rescue operations; raises, lowers, and climbs ladders to enter structures; performs salvage, clean up, and overhaul operations during and after fires to remove hazards and protect property.

Participates in drills, demonstrations and courses in firefighting techniques, equipment and apparatus operation, medical aid, heavy rescue, hazardous materials, fire prevention, equipment maintenance and a wide variety of other subjects related to the fire service.

OTHER DUTIES:

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Principles, practices, and procedures used in modern firefighting and in the protection of life, environment and property.
- Operational characteristics of fire suppression apparatus and equipment.
- Purposes, proper use, and maintenance requirements of a variety of vehicles, equipment, tools, and apparatus used in firefighting, rescue, and medical assistance operations.
- Methods and techniques of handling hazardous materials.
- Geography and street layout of the City and surrounding area.
- Safety practices and precautions pertaining to the work; proper lifting, carrying and climbing

techniques.

ABILITY TO:

- Understand and apply mechanical and physical principles related to fire suppression;
- Ability to follow directions and orders of superiors quickly, and to function effectively in emergency situations;
- Read, understand, and apply the rules, regulations, and operational procedures of the fire department;
- Read and understand technical manuals and materials concerning fire fighting; D
- Demonstrate physical endurance to perform hazardous tasks under emergency conditions;
- Work indoors and outdoors in a variety of environmental conditions including hot, cold, or damp weather with exposure to excessive heat, smoke, hazardous materials, explosions, odors, dust, and in tightly enclosed spaces with poor ventilation;
- Use and operate a variety of firefighting related equipment and machinery;
- Understand and follow oral and written instructions;
- Communicate clearly, concisely and effectively, both orally and in writing; ability to render emergency medical care; ability to establish, foster and maintain positive, harmonious working relationships with other employees, officials and the public.

EDUCATION; Licenses; Certificates; Special Requirements: A high school graduate or GED equivalent. Candidate must be enrolled in fire science courses or has completed a fire academy at an accredited institute. EMT and Cardiopulmonary Resuscitation certifications are required. Must obtain a Firefighter I within first year of employment. Must be able to obtain a valid California driver's class "C" with all the proper firefighter's endorsements within the first year of employment.

Applicants are required to meet the City's physical standards and pass a physical examination prior to employment.

WORKING CONDITIONS:

ENVIRONMENT: Work in an emergency firefighting environment; work in medical emergency situations, including vehicle accidents, swift water rescues, medical and rescue emergencies; work in intense life-threatening conditions; exposure to fire, smoke, bodily fluids, swift water, heights and noise. React to emergencies, natural or man-made disaster.

PHYSICAL DEMANDS: Firefighting is physically demanding. Candidates must be in excellent health and have no condition that would restrict their ability to safely do fire suppression and rescue work. Essential and marginal functions require maintaining physical condition necessary for running, walking, crawling, climbing, stooping and heavy lifting while wearing heavy protective equipment; work in inclement weather conditions.

OTHER DEMANDS: Employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; and interact with City staff, other organizations and the public.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Disaster Service Workers:

Under California Government Code Sections 3100 - 3109, public employees are designated as disaster service workers. The term "public employees" includes all persons employed by the state or any county, city, state agency, or public district. Disaster service workers are required to participate in such disaster service activities as may be assigned to them by their employer or by law. The employees working for the City of Brawley take this responsibility seriously. Disaster plans are continuously being evaluated, drills are scheduled, and employees engage in training where they practice executing emergency support services.

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.