



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
February 17, 2026 at 5:30 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

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

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

Ana Gutierrez, City Clerk
William S. Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Rebecca Terrazas-Baxter, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

2. CLOSED SESSION

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

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

RECONVENE TO OPEN SESSION – 6:00 PM

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, - February 17, 2026.

- a. Public Comments for Items not on the Agenda
- b. Proclamation for New Mount Olive Baptist Church - 80th Anniversary
- c. Proclamation Honoring James and Brenda Haley in Commemoration of Black History Month

4. CONSENT AGENDA

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

- a. Approve City Council Meeting Minutes: February 3, 2026

(2 attachments)

- b. Approve Accounts Payable: January 17, 2026 to January 30, 2026
(3 attachments)
- c. Authorize the Sale of Surplus Vehicle to City of Westmorland for \$1,000
(3 attachments)
- d. Authorize Re-Appointment of Parks and Recreation Commission Member Jenny Benavides
(3 attachments)
- e. Authorize Re-Appointment of Airport Advisory Commission Members Elizabeth Kern and Kenneth Robertson
(4 attachments)
- f. Approve Final Tract Map (TM) 23-01 – Ulloa Avenue Subdivision
(3 attachments)
- g. Authorize Agreement with Accela to Implement the City's Integrated Permitting, Inspection, and Business License Software, with a total first-year cost not to exceed \$85,000
(8 attachments)
- h. Approve Joint-Use Agreement Between Imperial Community College District and the City of Brawley for Public Safety Training, and Delegate Authority to the Interim Chief of Police to Execute the Agreement
(3 attachments)
- i. Approve Revised Volunteer Application Form
(4 attachments)
- j. Adopt Resolution No. 2026-04 Substituting City Signatory Authority
(2 attachments)

5. REGULAR BUSINESS

- a. Potential Action to Ratify Deferral of Fee and Approve Fee Waiver Request for the Brawley Get Together Senior Club – Presented by April Hodgson, Parks and Recreation Manager.
(3 attachments)
- b. Discussion on Potential Conditions the Council May Consider for a City Letter to the County of Imperial Regarding the Proposed Northern Horizons Behavioral Health Clinic at 220 Main Street – Presented by Rebecca Terrazas-Baxter, City Manager.
(2 attachments)

- c. Potential Action to Award Southwest Brawley Street Maintenance Improvements Project Phase II – Presented by Rom Medina, Public Works Director.
(2 attachments)
- d. Potential Action to Authorize Consulting Services Contract for Construction Management and Inspection Services from the Holt Group for Street Maintenance Project Phase II – Presented by Rom Medina, Public Works Director.
(3 attachments)
- e. Potential Action to Adopt the Proposed Revision to the Mayor’s Message Prior to Public Comments at City Council Meetings – Presented by Rebecca Terrazas-Baxter, City Manager.
(2 attachments)
- f. Presentation of 10-Year General Fund Financial Projection (FY 2026/27 – FY 2035/36) – Presented by Silvia Luna, Finance Director.
(3 attachments)

6. CITY MANAGER REPORT

7. CITY COUNCIL MEMBER REPORTS

8. CITY ATTORNEY REPORT

9. INFORMATIONAL REPORT

ADJOURNMENT: *Regular Meeting March 3, 2026 @ 5:30 PM*, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3048.

Ana Gutierrez, City Clerk

**CITY OF BRAWLEY
CITY COUNCIL MEETING MINUTES
REGULAR MEETING
February 3, 2026**

4a

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

CALL TO ORDER

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

ROLL CALL

PRESENT: Rebollar, Monita, Grass, Kelley (late), Galvan

PRESENT VIA ZOOM:

ABSENT:

1. APPROVAL OF AGENDA

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

The Consent Agenda was approved with a motion to place Consent Item 4G in Regular Business for clarification, discussion, and approval.

2. CLOSED SESSION

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

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

RECONVENE TO OPEN SESSION – 6:00 PM

INVOCATION: CM Grass

PLEDGE OF ALLEGIANCE: CM Monita

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 that are slanderous or that 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, February 3, 2026.

- a. Public Comments for items not on the Agenda.**
None

4. CONSENT AGENDA

Approved: m/s/c Kelley/Rebollar/5-0

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

- a. **Approved** January 20, 2026 City Council Meeting Minutes:
- b. **Approved** Accounts Payable: January 3, 2026, to January 16, 2026.
- c. **Approved** Change Order 1 for the Library Shelving and Carpentry Work Project.
- d. **Approved** Ratification of Cattle Call Arena and Park Lease Renewal Agreement Between the City and Cattle Call Rodeo Committee.
- e. **Approved** Purchase of 11 New Getac Mobile Data Computers for Police Vehicles.
- f. **(MOVED TO REGULAR BUSINESS)** Authorize Agreement with Lee & Ro for the updates of the UWMP.
- g. **Approved** the Repair of Raw Water Pump (RWP) 103.

Comments may be heard here:

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

5. REGULAR BUSINESS

- a. Presentation and Discussion Regarding Vehicle Towing Procedure. Presented by Jonathan Blackstone, Interim Chief of Police.

Presentation only, no action taken.

Comments may be heard here:

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

- b. Potential Action to Approve Policy for Employee of the Month. Presented by Sylvia Vizcarra, Human Resources Administrator.

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

Comments may be heard here:

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

- c. Discuss and Approve Mayoral Appointments to Boards, Commissions & Committees with Council Representation. Presented by Ana Gutierrez, City Clerk.

Approved the new appointments for commissions & committees, list attached.

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

Comments may be heard here:

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

6. CITY MANAGER REPORT

Comments may be heard here:

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

7. CITY COUNCIL MEMBER REPORTS

Comments may be heard here:

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

8. CITY ATTORNEY REPORT

Comments may be heard here:

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

9. INFORMATIONAL REPORT

None

The meeting was adjourned at 7:23 p.m.

Ana Gutierrez, City Clerk

**MAYORAL APPOINTMENTS
TO
BOARDS, COMMISSIONS & COMMITTEES WITH COUNCIL REPRESENTATION
FEBRUARY 3, 2026**

4a.1

<u>Board/Commission/Committee</u>	<u>Delegate</u>	<u>Alternate</u>
Brawley Chamber of Commerce Board of Directors	Galvan	Grass
Imperial County Air Pollution Control District Board of Directors	Grass	Monita
Imperial County Transportation Commission (ICTC)	Rebollar	Galvan
Imperial County Local Transportation Authority (LTA)	Rebollar	Galvan
Imperial County Service Authority for Freeway Emergencies (SAFE)	Monita	Galvan
Imperial County Valley Emergency Communication Authority (IVECA)	Monita	Rebollar
League of California Cities	Rebollar	Kelley
Imperial Valley Regional Public Safety Training Authority	Monita	Rebollar
North County Coalition of the Arts (NOCCA)	Rebollar	Galvan
Imperial County Overall Economic Development Commission	Grass	Galvan
California Joint Powers Insurance Authority	Rebollar	Monita
Southern California Assn. of Governments (SCAG) General Assembly	Kelley	Grass
Imperial Valley Economic Development Corporation	Grass	Ana Gutierrez

<u>Board/Commission/Committee</u>	<u>Liaison</u>	<u>Alternate</u>
Airport Advisory Commission	Kelley	Monita
Imperial Valley Housing Authority	Rebollar	Galvan
Library Board of Trustees	Monita	Grass
Parks & Recreation Advisory Commission/Youth Commission	Galvan	Grass
Planning Commission	Grass	Kelley
Community Improvement Committee	Galvan	Rebollar

City of Brawley

City Council

Feb 17, 2026

Agenda Item No 4b

STAFF REPORT



To: City Council
From: Marcela Tapia, Assistant Finance Director
Prepared by: Jesse Sanchez, Sr. Accounting Assistant
Subject: Demand check registers processed from January 17, 2026 to January 30, 2026

RECOMMENDATION:

Approve demand check registers processed from January 17, 2026 to January 30, 2026.

BACKGROUND INFORMATION:

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

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	207	101	0.00	858,493.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-350.00
Bank Drafts	17	17	0.00	116,660.01
EFT's	17	13	0.00	154,807.04
	241	134	0.00	1,129,610.48

Utility refunds included the following:

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	3	138.00
	Refund Total:		138.00
	Total for Period:	3	138.00

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

ATTACHMENTS:

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

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

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved – 02/06/2026

Approved – 02/04/2026



City of Brawley

4b.1

Check Report

By Check Number
Date Range: 01/17/2026 - 01/30/2026

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						
02242	Andrade Acquisitions	01/22/2026	EFT	0.00	17,646.25	1210
2212	Invoice	01/22/2026	Library Bookcase and Shelving Addition	0.00	17,646.25	
02075	Boot Barn	01/22/2026	EFT	0.00	275.00	1211
INV00557509	Invoice	01/20/2026	Safety Boots/Omar Balderas/11/22/25	0.00	275.00	
02405	Brawley Analytical Inc.	01/22/2026	EFT	0.00	1,074.50	1212
001722	Invoice	01/20/2026	Water Testing/Labs 1/6/26	0.00	450.00	
001728	Invoice	01/20/2026	Water Testing/Labs 1/7/26	0.00	399.50	
001731	Invoice	01/20/2026	Water Testing/Labs 1/6/26	0.00	225.00	
02858	EDEC Digital Forensics LLC	01/22/2026	EFT	0.00	249.99	1213
INV3309	Invoice	01/20/2026	Utility Faraday Bag	0.00	249.99	
00740	Haaker Equipment Co Inc	01/22/2026	EFT	0.00	123,563.93	1214
INV26683	Invoice	01/21/2026	Dump Truck	0.00	123,563.93	
00925	Johnson Controls Security Solutions	01/22/2026	EFT	0.00	392.82	1215
42075979	Invoice	01/21/2026	Alarm Monitoring/Admin/Feb 2026	0.00	392.82	
02754	ReNewell Fleet Service, LLC	01/22/2026	EFT	0.00	1,543.60	1216
8408	Invoice	01/20/2026	Remove & Replace pump shifter assembly...	0.00	1,543.60	
00145	Vestis Group, Inc.	01/22/2026	EFT	0.00	106.20	1217
5220626731	Invoice	01/20/2026	Mat/Dust Mop	0.00	106.20	
02604	Antonia Mendez	01/30/2026	EFT	0.00	350.00	1218
158	Invoice	11/05/2025	Shaved Ice Cupes/FD#2	0.00	350.00	
02405	Brawley Analytical Inc.	01/30/2026	EFT	0.00	1,334.50	1219
001741	Invoice	01/28/2026	Water Testing/Labs 1/13/26	0.00	450.00	
001742	Invoice	01/28/2026	Water Testing/Labs 1/14/26	0.00	884.50	
00248	Brenntag Pacific, Inc.	01/30/2026	EFT	0.00	5,997.88	1220
BPI575226	Invoice	01/29/2026	CHEMICAL DELIVERIES	0.00	3,962.75	
BPI576225	Invoice	01/29/2026	CHEMICAL DELIVERIES	0.00	2,035.13	
02841	Glendale Parade Store LLC	01/30/2026	EFT	0.00	1,936.28	1221
585269	Invoice	01/29/2026	GLENDALE QT 585269A	0.00	1,936.28	
02859	Van Dermynen Makus Law Corporation	01/30/2026	EFT	0.00	336.09	1222
36078	Invoice	01/28/2026	Attorney Services/Investigation 111025	0.00	336.09	
02604	Antonia Mendez	01/21/2026	Regular	0.00	-350.00	307651
00002	360 Business Products	01/22/2026	Regular	0.00	369.26	308292
OE-69482-1	Invoice	01/20/2026	Memo Books/Pens	0.00	29.35	
OE-69482-2	Invoice	01/20/2026	Memo Books/Calendars & Planners	0.00	74.13	
WO-49465-1	Invoice	01/20/2026	Binder/Dividers/Pens	0.00	211.23	
WO-49465-2	Invoice	01/20/2026	Binder	0.00	54.55	
00009	AA Electric	01/22/2026	Regular	0.00	650.19	308293
3137	Invoice	01/20/2026	Repair Service/Street Light/Jones St & El C...	0.00	650.19	
00040	Airwave Communications Ent Inc	01/22/2026	Regular	0.00	2,500.15	308294
451376	Invoice	01/20/2026	Two Way Radio/Activation/Chargers	0.00	1,528.15	
451377	Invoice	01/20/2026	TLK-110 Radio 12 months Subscription	0.00	972.00	
00073	Alliant Insurance Services Inc	01/22/2026	Regular	0.00	1,201.41	308295

Check Report

Date Range: 01/17/2026 - 01/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12-25Insurance	Invoice	01/20/2026	Special Event Insurance/10/1/25 - 12/31/...	0.00	1,201.41	
00084	AlSCO American Linen Div Steiner Corp	01/22/2026	Regular	0.00	157.61	308296
LYUM1934132	Invoice	01/20/2026	Cleaning Services/Supplies/WWTP	0.00	157.61	
00045	Andres Estrada	01/22/2026	Regular	0.00	105.00	308297
011372	Invoice	01/20/2026	Monitor Electronic Security System/WWTP	0.00	105.00	
00168	AT&T CalNet	01/22/2026	Regular	0.00	1,557.02	308298
12-25ATTCalnet	Invoice	01/21/2026	Telephone Services/Various Depts/12/3/2...	0.00	1,557.02	
00176	Auto Zone Inc #2804	01/22/2026	Regular	0.00	141.67	308299
02804531271	Invoice	01/20/2026	Carwash Bucket	0.00	26.37	
02804543497	Invoice	01/20/2026	Black Liquid Trim & Plastic Restorer	0.00	14.76	
02804548189	Invoice	01/20/2026	Wiper Blade/Seat Covers/Mini Light Bulbs	0.00	90.10	
2804128523	Invoice	01/20/2026	Battery Pack	0.00	10.44	
02715	BlueTriton Brands Inc	01/22/2026	Regular	0.00	2,295.51	308300
0518730147066	Invoice	01/20/2026	Water/Cooler Rental/PD/Dec 2025	0.00	105.92	
06A8730277760	Invoice	01/20/2026	Bulk Water/Cooler Rental/Dec 2025	0.00	2,189.59	
00276	California Chamber of Commerce	01/22/2026	Regular	0.00	737.93	308301
SO1890420	Invoice	01/20/2026	CA & Fed Labor Law Poster (English)	0.00	737.93	
00299	Canon Financial Services Inc	01/22/2026	Regular	0.00	341.03	308302
42475345	Invoice	01/20/2026	Contract Charge/Jan 2026/City Hall	0.00	341.03	
00300	Canon Solutions America	01/22/2026	Regular	0.00	247.43	308303
4041033618	Invoice	01/20/2026	Maintenance Equipment Usage/January 2...	0.00	247.43	
02730	Cristhian Barajas	01/22/2026	Regular	0.00	354.52	308304
1-26Reimburse2	Invoice	01/20/2026	The American Institute of Architects/Mem...	0.00	354.52	
00485	Department of Justice	01/22/2026	Regular	0.00	555.00	308305
015802	Invoice	01/20/2026	Fingerprint Apps/Various	0.00	555.00	
00487	Dept of Toxic Substances Control	01/22/2026	Regular	0.00	506.15	308306
25SM2914	Invoice	01/20/2026	Wildcat Road Project/401328-SM/July - Se...	0.00	506.15	
02046	FCS International Inc	01/22/2026	Regular	0.00	75,604.40	308307
00078335	Invoice	01/21/2026	Rancho Los Lagos - Technical Reports & A...	0.00	75,604.40	
02327	Garda CL West Inc. Lockbox #233209	01/22/2026	Regular	0.00	120.00	308308
20658114	Invoice	01/20/2026	Excess Items Shipped/December 2025	0.00	120.00	
00727	Green Patch Landscaping Inc	01/22/2026	Regular	0.00	248.10	308309
16644	Invoice	01/20/2026	Seed Packet	0.00	32.49	
16645	Invoice	01/20/2026	Landscaping/Plants	0.00	215.61	
00778	I.C. Public Health-EHS	01/22/2026	Regular	0.00	498.75	308310
IN0045436	Invoice	01/20/2026	Splash Pad Permit	0.00	498.75	
02614	Imperial Flying Service, Inc.	01/22/2026	Regular	0.00	2,200.00	308311
1.01.2026	Invoice	01/21/2026	Imperial Flying Services 2nd Year Contract	0.00	2,200.00	
00805	Imperial Irrigation District	01/22/2026	Regular	0.00	94,504.97	308312
12-25IIDBestRd	Invoice	01/21/2026	Power Bill/Various Depts	0.00	94,504.97	
00805	Imperial Irrigation District	01/22/2026	Regular	0.00	21,207.35	308313
12-25Canal/Wtr...	Invoice	01/21/2026	Canal Water/OKY 100-001/December 2025	0.00	222.00	
12-25CanalWtrM...	Invoice	01/21/2026	Canal Water/Mansfield/December 2025	0.00	9,456.00	
12-25IIDStreetLig...	Invoice	01/21/2026	Streetlights/12/9/25 - 1/8/26	0.00	11,529.35	
00807	Imperial Landfill Inc	01/22/2026	Regular	0.00	71.88	308314
4136-000022933	Invoice	01/20/2026	Animal Control Disposal	0.00	71.88	

Check Report

Date Range: 01/17/2026 - 01/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00813	Imperial Truss & Lumber Co	01/22/2026	Regular	0.00	118.51	308315
B81851	Invoice	01/20/2026	Lumber/4X4X10	0.00	118.51	
00861	Jade Security Systems Inc	01/22/2026	Regular	0.00	37.99	308316
0230614	Invoice	01/20/2026	Monitor Electronic Security System/Library	0.00	37.99	
02453	Jesus Alvarez	01/22/2026	Regular	0.00	57.29	308317
12-25Reimburse	Invoice	01/21/2026	Lowes/Baseboards/Lumber/Conference R...	0.00	38.19	
12-25Reimburse2	Invoice	01/21/2026	Lowes/Baseboards/Lumber/Conference R...	0.00	19.10	
00979	K-C Welding Rentals Inc	01/22/2026	Regular	0.00	116.35	308318
54051	Invoice	01/20/2026	Propane Torch Burner	0.00	116.35	
01025	LaBrucherie Irrigation Supp LLC	01/22/2026	Regular	0.00	8,066.26	308319
316837	Invoice	01/21/2026	Water pump for A.G. Park Splash Pad	0.00	7,376.16	
318021	Invoice	01/20/2026	Urinal Repair Kit	0.00	110.99	
318111	Invoice	01/20/2026	Plumbing Supplies	0.00	11.02	
318375	Invoice	01/20/2026	Adapter	0.00	0.42	
318428	Invoice	01/20/2026	Adapter	0.00	0.56	
318442	Invoice	01/20/2026	Plumbing Supplies	0.00	567.11	
01026	Landmark Consultants Inc	01/22/2026	Regular	0.00	4,515.00	308320
LE1325-20	Invoice	01/21/2026	Geotechnical for the Traffic Signal Project	0.00	755.00	
LE1325-50	Invoice	01/21/2026	Geotechnical for the Traffic Signal Project	0.00	3,760.00	
01042	League of California Cities	01/22/2026	Regular	0.00	12,383.00	308321
INV-45574-L5D2...	Invoice	01/21/2026	Membership dues for 2026/Advocacy Prior..	0.00	12,383.00	
01096	Mallory Safety & Supply LLC	01/22/2026	Regular	0.00	523.25	308322
6329638	Invoice	01/20/2026	Safety Glases/Gloves/Supplies	0.00	305.48	
6329650	Invoice	01/20/2026	Safety Gloves	0.00	107.75	
6329686	Invoice	01/20/2026	Hat/Glasess/Gloves/Vest	0.00	110.02	
01183	McNeece Bros Oil Company	01/22/2026	Regular	0.00	69.61	308323
375671	Invoice	01/20/2026	Fuel	0.00	45.89	
375715	Invoice	01/20/2026	Fuel	0.00	23.72	
01238	Mylo Janitorial Inc	01/22/2026	Regular	0.00	9,131.00	308324
5078606	Invoice	01/21/2026	Janitorial Service	0.00	9,131.00	
01279	NuCO2	01/22/2026	Regular	0.00	131.18	308325
82461840	Invoice	01/20/2026	CO2 MK9 Detector/Sensor Kit	0.00	65.59	
82506596	Invoice	01/20/2026	CO2 MK9 Detector/Sensor Kit	0.00	65.59	
01891	NV5 Inc	01/22/2026	Regular	0.00	6,270.00	308326
467685	Invoice	01/20/2026	Professional Srvcs/7/31/25/Phase 01	0.00	1,425.00	
474046	Invoice	01/20/2026	Professional Srvcs/8/31/25/Phase 01	0.00	1,995.00	
479545	Invoice	01/20/2026	Professional Srvcs/9/30/25 Phase 01	0.00	570.00	
495206	Invoice	01/20/2026	Professional Srvcs/12/31/25/Phase 01	0.00	2,280.00	
01294	Onesource Distributors LLC	01/22/2026	Regular	0.00	369.07	308327
5007919146.001	Invoice	01/20/2026	Circuit Breakers/Splash Pad Controller	0.00	369.07	
01282	O'Reilly Auto Parts	01/22/2026	Regular	0.00	9.70	308328
2648-194474	Invoice	01/20/2026	Mini Light Bulb/221	0.00	9.70	
01311	Packers Mini Storage	01/22/2026	Regular	0.00	126.50	308329
2-26Storage	Invoice	01/21/2026	Storage Unit B209/February 2026	0.00	126.50	
01453	RN Enterprises	01/22/2026	Regular	0.00	480.00	308330
2026-005	Invoice	01/20/2026	Repair Service UV Bank B Proximity Sensor	0.00	480.00	
02701	Rodolfo Moreno	01/22/2026	Regular	0.00	171.41	308331
1-26Reimburse	Invoice	01/20/2026	PD Jacket/Code Enforcement Officer	0.00	171.41	

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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	
01488	Roto Rooter	01/22/2026	Regular	0.00	288.17	308332
214102	Invoice	01/20/2026	Repair Service/Water Treatment Plant	0.00	288.17	
01526	San Diego County RCS	01/22/2026	Regular	0.00	213.50	308333
26BRAWPWN06	Invoice	01/20/2026	PW Radios on the 800MHz network/Dece...	0.00	213.50	
01596	Southern California Gas Co	01/22/2026	Regular	0.00	260.88	308334
12-25GasComSrv	Invoice	01/20/2026	Natural Gas Consumption/11/5/25 - 12/8/...	0.00	167.24	
1-26GasSrCtr	Invoice	01/20/2026	Natural Gas Consumption/12/10/25 - 1/10...	0.00	93.64	
01604	Sports Boosters Inc	01/22/2026	Regular	0.00	99.00	308335
11113	Invoice	01/20/2026	Booster Ad/Brawley High School	0.00	99.00	
01884	Sunbelt Rentals	01/22/2026	Regular	0.00	175.26	308336
178451858-0001	Invoice	01/20/2026	Repair Service/Pole Pruner	0.00	47.50	
178456794-0001	Invoice	01/20/2026	Repair Service/String Trimmer	0.00	127.76	
01668	The Holt Group	01/22/2026	Regular	0.00	70,991.25	308337
25-10-006	Invoice	01/21/2026	Design for Street Project Phase II	0.00	17,686.50	
25-11-001	Invoice	01/21/2026	Design for Street Project Phase II	0.00	26,529.75	
25-12-004	Invoice	01/21/2026	Construction Management for the Pool Re...	0.00	26,775.00	
01710	Unifirst Corporation	01/22/2026	Regular	0.00	938.08	308338
2340240270	Invoice	01/20/2026	Polo Shirt/Jean/Jacket/J.Sandoval	0.00	314.08	
2340242277	Invoice	01/20/2026	Polo Shirt/Jean/Jacket/J.Sandoval	0.00	312.00	
2340242278	Invoice	01/20/2026	Polo Shirt/Jean/Jacket/J.Alvarez	0.00	312.00	
01738	Verizon Wireless	01/22/2026	Regular	0.00	2,385.88	308339
6132833530	Invoice	01/21/2026	Cell Phone Services/PD/12/7/25 - 1/6/26	0.00	1,353.25	
6132833532	Invoice	01/21/2026	Cell Phone Services/FD#2/12/7/25 - 1/6/26	0.00	194.11	
6132833533	Invoice	01/21/2026	Cell Phone Services/Admin/12/7/25 - 1/6/...	0.00	116.94	
6132833534	Invoice	01/21/2026	Cell Phone Services/Library/12/7/25 - 1/6...	0.00	38.98	
6132833535	Invoice	01/21/2026	Cell Phone Srvcs/Parks & Sr Center/12/7/...	0.00	278.20	
6132833536	Invoice	01/21/2026	Cell Phone Services/Building/12/7/25 - 1/6...	0.00	78.99	
6132833537	Invoice	01/21/2026	Cell Phone Services/City Council/12/7/25 - ...	0.00	247.40	
6132833538	Invoice	01/21/2026	Cell Phone Services/Finance/12/7/25 - 1/6...	0.00	78.01	
01772	Waxie Sanitary Supply	01/22/2026	Regular	0.00	392.14	308340
83720906	Invoice	01/20/2026	Janitorial Supplies	0.00	392.14	
02852	Xavier Ramirez	01/22/2026	Regular	0.00	160.00	308341
1-25Basketball	Invoice	01/21/2026	Youth Basketball 2026/Jan 8, 9 & 13	0.00	160.00	
00067	All American Cleaning	01/30/2026	Regular	0.00	353.42	308342
CB 2601	Invoice	01/28/2026	Lance/Coupler	0.00	353.42	
02019	All Valley Fence and Materials	01/30/2026	Regular	0.00	218.26	308343
25-2420	Invoice	01/28/2026	Fence Galvanized	0.00	218.26	
00084	Alsco American Linen Div Steiner Corp	01/30/2026	Regular	0.00	455.84	308344
LYUM1935631	Invoice	01/28/2026	Cleaning Services/Supplies/WWTP	0.00	157.61	
LYUM1936299	Invoice	01/28/2026	Cleaning Services/Supplies/Planning	0.00	85.05	
LYUM1936300	Invoice	01/28/2026	Cleaning Services/Admin	0.00	49.35	
LYUM1936301	Invoice	01/28/2026	Cleaning Services/Supplies/PW	0.00	37.74	
LYUM1936311	Invoice	01/28/2026	Cleaning Services/Supplies/City Hall	0.00	40.90	
LYUM1936317	Invoice	01/28/2026	Cleaning Services/Supplies/WTP	0.00	85.19	
00045	Andres Estrada	01/30/2026	Regular	0.00	105.00	308345
011413	Invoice	01/28/2026	Monitoring Electronic Security System/W...	0.00	105.00	
02860	Antonio Siqueiros	01/30/2026	Regular	0.00	46.00	308346
12-25Soccer	Invoice	01/28/2026	MLS Soccer/Referee/Dec 22 & 23	0.00	46.00	
02737	Atkinson, Andelson, Loya, Ruud & Romo	01/30/2026	Regular	0.00	5,287.50	308347

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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	
775414	Invoice	01/28/2026	Attorney Srvcs/Dec 31/Investigation 00007	0.00	5,287.50	
00179	Aviation Marine Insurance Services Inc	01/30/2026	Regular	0.00	5,155.00	308348
EB376236	Invoice	01/28/2026	Insurance Services/Airport Liability	0.00	5,155.00	
00212	Big J Fencing Inc	01/30/2026	Regular	0.00	38,100.00	308349
4572	Invoice	01/29/2026	Fence for the WWTP	0.00	38,100.00	
00228	Brawley Ace Hardware	01/30/2026	Regular	0.00	3,346.88	308350
B72359/2	Invoice	01/22/2026	Cable Tie	0.00	5.43	
B74751/2	Invoice	01/22/2026	Key Duplicate/Keychain Holder	0.00	14.06	
B75129/2	Invoice	01/22/2026	Utility Knife/Paint Roller	0.00	61.49	
B75276/2	Invoice	01/22/2026	Batteries/Key Duplicate/Key Holder	0.00	42.98	
B75396/2	Invoice	01/22/2026	Paint	0.00	271.82	
B76476/2	Invoice	01/22/2026	Paint Brush	0.00	13.03	
B76630/2	Invoice	01/22/2026	Paint Roller	0.00	13.03	
B76921/2	Invoice	01/22/2026	Paint/Sand Sheet	0.00	277.90	
B77138/2	Invoice	01/22/2026	Oil Lubricant/Handle/Tie Wire	0.00	131.54	
B79095/2	Invoice	01/22/2026	Utility Knife/Paint/Screws/Weed killer/Mo...	0.00	180.87	
B79246/2	Invoice	01/22/2026	Wall Plates	0.00	14.04	
B79307/2	Invoice	01/22/2026	Towels/Sealant/Adhesive/Caulk Gun	0.00	221.65	
B79321/2	Invoice	01/22/2026	Paint	0.00	271.82	
B79351/2	Invoice	01/22/2026	Chlorinator Liquid	0.00	33.02	
B79596/2	Invoice	01/22/2026	Saw Blade	0.00	20.65	
B79608/2	Invoice	01/22/2026	Bleach/Disinfecting Wipes	0.00	85.83	
B80102/2	Invoice	01/22/2026	Paint Roller Kit	0.00	14.13	
B80142/2	Invoice	01/22/2026	Spacers/Wall Plate Returns/Org B79246/2	0.00	5.08	
B80401/2	Invoice	01/22/2026	Key Duplicate	0.00	21.71	
B80423/2	Invoice	01/22/2026	Pwr Sply/Light/Charger/USB Cable/Coppe...	0.00	595.41	
B80737/2	Invoice	01/22/2026	General Purpose Lubricant	0.00	10.86	
B80847/2	Invoice	01/22/2026	Paint Roller/Wall Texture	0.00	39.78	
B81222/2	Invoice	01/22/2026	Tape/Marker/Cable Ties	0.00	23.89	
B81364/2	Invoice	01/22/2026	Masking Paper/Tape/Dispenser	0.00	124.55	
B82486/2	Invoice	01/22/2026	Line Level/Cement	0.00	19.55	
B82513/2	Invoice	01/22/2026	Tape/Hook	0.00	28.89	
B82514/2	Invoice	01/22/2026	Nutdriver Set	0.00	40.22	
B82692/2	Invoice	01/22/2026	Key Duplicate	0.00	27.13	
B82763/2	Invoice	01/22/2026	Solar LED Floodlight	0.00	65.24	
B82934/2	Invoice	01/22/2026	Paint/Carpet Adhesive/Notched Trowel	0.00	193.26	
B83192/2	Invoice	01/22/2026	Carpet & Sheet Vinyl Adhesive	0.00	47.83	
B83441/2	Invoice	01/22/2026	Brush/Trowe/Bonding Additive/Concrete/...	0.00	125.17	
B83442/2	Invoice	01/22/2026	Capet & Sheet Vinyl Adhesive	0.00	23.91	
B83678/2	Invoice	01/22/2026	Marking Paint	0.00	54.32	
X31663/2	Invoice	01/22/2026	Sanding Sheet/Disc	0.00	19.55	
X31895/2	Invoice	01/22/2026	Trimmer Head/Exchanging/Org B77005/2	0.00	3.26	
X32014/2	Invoice	01/22/2026	Chain Loop	0.00	23.91	
X32286/2	Invoice	01/22/2026	Velcro/Wire Roll/Screw Eye	0.00	46.29	
X32551/2	Invoice	01/22/2026	Key Duplicate	0.00	43.41	
X32552/2	Invoice	01/22/2026	Towels/Gophor Trap/Propane Bulk	0.00	90.37	
	Void	01/30/2026	Regular	0.00	0.00	308351
	Void	01/30/2026	Regular	0.00	0.00	308352
00239	Brawley Police Sergeant's Asso	01/30/2026	Regular	0.00	350.00	308353
INV0007622	Invoice	01/23/2026	Union Dues	0.00	350.00	
00240	Brawley Public Safety Employee	01/30/2026	Regular	0.00	1,650.00	308354
INV0007621	Invoice	01/23/2026	Union Dues	0.00	1,650.00	
02668	Brawley Tire Shop	01/30/2026	Regular	0.00	30.00	308355
44190	Invoice	01/28/2026	Tire Repair/Unit #1001/PW	0.00	30.00	
00287	California State Disbursement	01/30/2026	Regular	0.00	437.53	308356

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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	
INV0007613	Invoice	01/23/2026	Child Support Deductions	0.00	437.53	
00299	Canon Financial Services Inc	01/30/2026	Regular	0.00	245.94	308357
42475341	Invoice	01/28/2026	Main Overage Dec/Contract Charge Jan/...	0.00	122.64	
42475344	Invoice	01/28/2026	Main Overage Dec & Contract Charge Jan...	0.00	123.30	
00375	Clears Inc	01/30/2026	Regular	0.00	75.00	308358
011526	Invoice	01/28/2026	2026 CLEARS Active Membership/Martha ...	0.00	75.00	
00392	Core & Main LP	01/30/2026	Regular	0.00	705.84	308359
Y411315	Invoice	01/28/2026	Valve	0.00	705.84	
02586	Deborah Otero	01/30/2026	Regular	0.00	580.00	308360
12-2025	Invoice	01/28/2026	Chief's Duran Retirement/Decorations/12...	0.00	580.00	
01372	Downstream Aviation LP	01/30/2026	Regular	0.00	432.42	308361
8787	Invoice	01/28/2026	Card Reader	0.00	432.42	
00569	Empire Southwest LLC	01/30/2026	Regular	0.00	161,508.97	308362
EMSL00093016	Invoice	01/29/2026	Backhoe	0.00	161,157.97	
EPWK0695063	Invoice	01/28/2026	Perform Full System Inspection/WTP Gene...	0.00	351.00	
00629	Federal Express Corp	01/30/2026	Regular	0.00	13.73	308363
9-142-17602	Invoice	01/28/2026	Postage	0.00	13.73	
00660	Franchise Tax Boards State Of California	01/30/2026	Regular	0.00	390.00	308364
INV0007623	Invoice	01/23/2026	Earnings Withholding	0.00	390.00	
00745	Harrington Industrial Plastics	01/30/2026	Regular	0.00	195.09	308365
004P3585	Invoice	01/28/2026	Nipple Toe CPVC	0.00	195.09	
02618	Imperial County Treasurer- Tax Collector	01/30/2026	Regular	0.00	67,245.91	308366
2024-2025Tax/H...	Invoice	01/28/2026	2024-2025 Housing Authority Due Taxes	0.00	67,245.91	
00807	Imperial Landfill Inc	01/30/2026	Regular	0.00	11,879.70	308367
4136-000022947	Invoice	01/29/2026	Biosolids hauling to landfill	0.00	3,092.25	
4136-000022981	Invoice	01/29/2026	Biosolids hauling to landfill	0.00	8,787.45	
00809	Imperial Printers	01/30/2026	Regular	0.00	313.94	308368
25-1853	Invoice	01/28/2026	Drivers Report	0.00	313.94	
00816	Imperial Valley College	01/30/2026	Regular	0.00	500.00	308369
1-26Donation	Invoice	01/29/2026	Donation Sponsor/IVC Women In LE Semi...	0.00	500.00	
00836	Internal Revenue Service	01/30/2026	Regular	0.00	189.57	308370
INV0007660	Invoice	01/28/2026	Q4 Adjustment/2025	0.00	189.57	
00861	Jade Security Systems Inc	01/30/2026	Regular	0.00	166.97	308371
0227860	Invoice	01/28/2026	Monitoring Electronic Security System/Lib...	0.00	37.99	
0227861	Invoice	01/28/2026	Monitoring Electronic Fire Alarm System/...	0.00	62.99	
0230615	Invoice	01/28/2026	Monitoring Electronic Fire Alarm System/...	0.00	65.99	
00934	Jordan Implement, Inc	01/30/2026	Regular	0.00	2,103.55	308372
S44147	Invoice	01/28/2026	Repair Service/Unit 75 Forklift	0.00	2,103.55	
00995	Kaz-Bros Design Shop	01/30/2026	Regular	0.00	1,065.63	308373
14554	Invoice	01/28/2026	Raised Channel Lettering/Installation	0.00	1,065.63	
01025	LaBrucherie Irrigation Supp LLC	01/30/2026	Regular	0.00	2,070.72	308374
OM41140	Invoice	01/28/2026	Bushing/Pump/Coupling/Teflon Tape	0.00	890.58	
OM41370	Invoice	01/28/2026	Coupling	0.00	45.00	
OM41821	Invoice	01/28/2026	Valve/Nipple	0.00	66.97	
OM42980	Invoice	01/28/2026	Liquid Gauge	0.00	287.69	
OM43005	Invoice	01/28/2026	Coupling	0.00	8.62	
OM46048	Invoice	01/28/2026	Liquid Gauge	0.00	47.95	
OM46569	Invoice	01/28/2026	Valve Station Controller/Adapter/Solenoid...	0.00	157.89	

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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	
OM46708	Invoice	01/28/2026	Repair Clamp 1 bolts	0.00	11.36	
OM46775	Invoice	01/28/2026	Adapter	0.00	6.98	
OM46868	Invoice	01/28/2026	Coupling/Tee	0.00	85.81	
OM47070	Invoice	01/28/2026	Coupling/Ell	0.00	44.25	
OM47554	Invoice	01/28/2026	Glue/Ell/Tee/Nipple/Teflon Tape	0.00	183.26	
OM48729	Invoice	01/28/2026	Tee/Nipple/Teflon Tape/Valve/Brass Float...	0.00	141.94	
OM49409	Invoice	01/28/2026	Coupling/Ell	0.00	13.30	
OM50901	Invoice	01/28/2026	Valve/Nipple/Bushing	0.00	79.12	
01096	Mallory Safety & Supply LLC	01/30/2026	Regular	0.00	366.44	308375
6337155	Invoice	01/28/2026	Marking Paint/Spray Paint	0.00	366.44	
01232	MSC Industrial Supply Co., Inc.	01/30/2026	Regular	0.00	644.73	308376
87824560	Invoice	01/28/2026	String Trimmer	0.00	244.49	
87921770	Invoice	01/28/2026	Batteries & Charger	0.00	400.24	
01282	O'Reilly Auto Parts	01/30/2026	Regular	0.00	47.83	308377
2648-195025	Invoice	01/28/2026	Steering Wheel Cover/Air Freshener	0.00	47.83	
01444	Rick's Group Diesel Inc	01/30/2026	Regular	0.00	424.34	308378
1927191	Invoice	01/28/2026	Window Replace/Unit 1001	0.00	424.34	
01453	RN Enterprises	01/30/2026	Regular	0.00	9,727.00	308379
2025-102	Invoice	01/28/2026	Detection Sensor/Programming	0.00	4,837.00	
2025-107	Invoice	01/28/2026	UV-System/Firmware upgrade	0.00	4,890.00	
01489	Rove Engineering Inc	01/30/2026	Regular	0.00	156,661.22	308380
7410	Invoice	01/29/2026	B Street Construction	0.00	156,661.22	
01596	Southern California Gas Co	01/30/2026	Regular	0.00	23.35	308381
1-26GasLiftStation	Invoice	01/28/2026	Natural Gas Consumption/12/10/25 - 1/10...	0.00	23.35	
01611	State WA Resources Control BD	01/30/2026	Regular	0.00	41,819.44	308382
WS-1052793	Invoice	01/28/2026	Water System Annual Fees/7/1/25 - 6/30/...	0.00	41,819.44	
01668	The Holt Group	01/30/2026	Regular	0.00	14,738.75	308383
25-12-003	Invoice	01/29/2026	Design for Street Project Phase II	0.00	14,738.75	
01710	Unifirst Corporation	01/30/2026	Regular	0.00	575.54	308384
2340235507	Invoice	01/28/2026	Polo Shirt/Pants/Jacket	0.00	314.08	
2340240271	Invoice	01/28/2026	Workshirt/Polo/Pants/Jeans/Jacket	0.00	261.46	
01732	Valley Pest Services Inc	01/30/2026	Regular	0.00	185.00	308385
14358273 MT	Invoice	01/28/2026	Monthly Pest Control/Planning	0.00	50.00	
14358274 MT	Invoice	01/28/2026	Monthly Pest Control/City Hall	0.00	50.00	
14358275 MT	Invoice	01/28/2026	Rodent Control/City Hall	0.00	85.00	
01738	Verizon Wireless	01/30/2026	Regular	0.00	395.71	308386
6132833531	Invoice	01/28/2026	Cell Phone Services/PW/12/7/25 - 1/6/26	0.00	395.71	
02852	Xavier Ramirez	01/30/2026	Regular	0.00	160.00	308387
1-26Basketball2	Invoice	01/28/2026	Youth Basketball 2026/Jan 16, 21 & 22	0.00	160.00	
00239	Brawley Police Sergeant's Asso	01/30/2026	Regular	0.00	100.00	308388
INV0007646	Invoice	01/23/2026	Union Dues	0.00	100.00	
00240	Brawley Public Safety Employee	01/30/2026	Regular	0.00	50.00	308389
INV0007645	Invoice	01/23/2026	Union Dues	0.00	50.00	
00287	California State Disbursement	01/30/2026	Regular	0.00	1,571.06	308390
INV0007633	Invoice	01/23/2026	Child Support Deductions	0.00	1,571.06	
00660	Franchise Tax Boards State Of California	01/30/2026	Regular	0.00	210.00	308391
INV0007648	Invoice	01/23/2026	Earnings Withholding	0.00	210.00	
00799	Imperial County Sheriff Civil Division	01/30/2026	Regular	0.00	50.00	308392

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount Payable Amount	Number
INV0007634	Invoice	01/23/2026	Earnings Withholdings		0.00	50.00	
01658	Teamsters Local #542		01/30/2026	Regular	0.00	864.00	308393
INV0007647	Invoice	01/23/2026	Union Dues		0.00	864.00	
01717	United Way of Imperial County		01/30/2026	Regular	0.00	5.00	308394
INV0007643	Invoice	01/23/2026	United Way Deductions		0.00	5.00	
00031	Aflac Inc		01/23/2026	Bank Draft	0.00	415.23	DFT0004986
INV0007609	Invoice	01/23/2026	Cancer/ICU/Disability Withheld		0.00	415.23	
00031	Aflac Inc		01/23/2026	Bank Draft	0.00	335.15	DFT0004987
INV0007610	Invoice	01/23/2026	Cancer/ICU/Disability Withheld		0.00	335.15	
01255	National Plan Coordinators		01/23/2026	Bank Draft	0.00	235.00	DFT0004992
INV0007616	Invoice	01/23/2026	Def Compensation/Plan #340233-01		0.00	235.00	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	6,989.96	DFT0004997
INV0007624	Invoice	01/23/2026	Federal Taxes		0.00	6,989.96	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	4,419.04	DFT0004998
INV0007625	Invoice	01/23/2026	Medicare Taxes		0.00	4,419.04	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	18,895.50	DFT0004999
INV0007626	Invoice	01/23/2026	Social Security Taxes		0.00	18,895.50	
00571	Employment Development Dept		01/23/2026	Bank Draft	0.00	3,695.34	DFT0005000
INV0007627	Invoice	01/23/2026	State Taxes		0.00	3,695.34	
00031	Aflac Inc		01/23/2026	Bank Draft	0.00	83.92	DFT0005001
INV0007628	Invoice	01/23/2026	Cancer/ICU/Disability Withheld		0.00	83.92	
00031	Aflac Inc		01/23/2026	Bank Draft	0.00	960.87	DFT0005002
INV0007629	Invoice	01/23/2026	Cancer/ICU/Disability Withheld		0.00	960.87	
00031	Aflac Inc		01/23/2026	Bank Draft	0.00	1,137.02	DFT0005003
INV0007630	Invoice	01/23/2026	Cancer/ICU/Disability Withheld		0.00	1,137.02	
01255	National Plan Coordinators		01/23/2026	Bank Draft	0.00	2,185.00	DFT0005008
INV0007637	Invoice	01/23/2026	Def Compensation/Plan #340233-01		0.00	2,185.00	
01257	Nationwide Retirement Solution		01/23/2026	Bank Draft	0.00	2,675.00	DFT0005009
INV0007638	Invoice	01/23/2026	Def Compensation/Entity #05270		0.00	2,675.00	
00233	Brawley Firefighters Local #19		01/23/2026	Bank Draft	0.00	890.00	DFT0005014
INV0007644	Invoice	01/23/2026	Union Dues Fire Assoc		0.00	890.00	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	17,841.30	DFT0005015
INV0007649	Invoice	01/23/2026	Federal Taxes		0.00	17,841.30	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	9,152.66	DFT0005016
INV0007650	Invoice	01/23/2026	Medicare Taxes		0.00	9,152.66	
00836	Internal Revenue Service		01/23/2026	Bank Draft	0.00	39,135.02	DFT0005017
INV0007651	Invoice	01/23/2026	Social Security Taxes		0.00	39,135.02	
00571	Employment Development Dept		01/23/2026	Bank Draft	0.00	7,614.00	DFT0005018

Check Report

Vendor Number

Vendor Name

Payment Date Payment Type

Date Range: 01/17/2026 - 01/30/2026

Payable #

Payable Type

Post Date

Payable Description

Discount Amount

Payment Amount

Number

[INV0007652](#)

Invoice

01/23/2026

State Taxes

Discount Amount

Payable Amount

0.00

7,614.00

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	207	101	0.00	858,493.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-350.00
Bank Drafts	17	17	0.00	116,660.01
EFT's	17	13	0.00	154,807.04
	241	134	0.00	1,129,610.48

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	207	101	0.00	858,493.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-350.00
Bank Drafts	17	17	0.00	116,660.01
EFT's	17	13	0.00	154,807.04
	241	134	0.00	1,129,610.48

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	1,129,610.48
			1,129,610.48



Account Number	Name	Date	Type	Amount	Reference	Packet	Receipt	Adj Type			
01-7565-02	ZIER, LISSET	1/21/2026	Refund	138.00	Check #: 308291	UBPKT09873					
					Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
					996	0.00	138.00	0.00	0.00	0.00	138.00
					Aging Total:	0.00	138.00	0.00	0.00	0.00	138.00

Transaction Grand Total for Period: 138.00

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	1	138.00
Total for Period:	1	138.00

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	3	138.00
		Refund Total:	138.00
		Total for Period:	3 138.00

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	3	138.00
Total for Period:	3	138.00

City of Brawley

City Council
February 17, 2026
Agenda Item No 4c



STAFF REPORT

To: City Council
From: Mike York, Fire Chief
Prepared by: Mike York, Fire Chief
Subject: Sale of Surplus Vehicle to City of Westmorland

RECOMMENDATION:

Approve the sale of surplus vehicle to the City of Westmorland for \$1,000.00

BACKGROUND INFORMATION:

The Brawley Fire Department has identified a 1999 Ford F-350 rescue squad with a custom box body as surplus. The vehicle has been out of service for over a year due to engine and suspension issues, and a replacement vehicle is now in service.

Traditionally, surplus vehicles are sold at public auction. However, Fire Chief Sergio Cruz of the Westmorland Fire Department expressed interest in purchasing this unit. A direct sale to a neighboring agency provides a fixed price and immediate benefit to a local partner, avoiding the uncertainty of auction sales.

FISCAL IMPACT:

The sale will generate \$1,000.00 in revenue, recorded under the Fire Department as Sale of Property, and posted to GL Account 101-221.000-470.100.

ALTERNATIVES:

Sell the surplus vehicle through an approved public auction website, which may result in a different sale price.

ATTACHMENTS:

1. Letter From Fire Chief Cruz of Westmorland Fire Dept.
2. Surplus Authorization Form.

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 - 2/10/2026

Approved - 2/10/2026



CITY OF WESTMORLAND

355 South Center Street • Post Office Box 699
Westmorland, California 92281
Tel: (760) 344-3411 • Fax (760) 344-5307
info@cityofwestmorland.net

4c.1

December 2, 2025

City of Brawley
City Council Members
383 Main Street
Brawley, CA 92227

Re: Request that the City of Brawley Donate Surplus Fire Equipment to the City of Westmorland Fire Department

Dear City Council Members,

Please accept this letter as a request to receive surplus Fire Equipment from the City of Brawley. As you know, the City of Westmorland is a small community with limited resources. We look to our larger neighbors to provide guidance and support of our Fire Department. Currently the City of Westmorland is operating without career firefighters and rely only on Paid Call Volunteer firefighters to protect our community.

Our Fire Department vehicles and fire service equipment is limited and aged. We are unable to afford new or reasonably used firefighting equipment and we have a great need. Any surplus fire equipment that the City of Brawley may have now or in the future would greatly benefit our community.

We greatly appreciate your consideration of our request to have Brawley donate surplus equipment to the City of Westmorland Fire Department. Should you have any questions or need additional information. Please contact me at (760) 259-3396.

Sincerely,

Sergio Cruz,
Fire Chief

CC: Westmorland City Council

4c.2

City of Brawley

SURPLUS AUTHORIZATION FORM

In accordance with the City of Brawley's Citywide Surplus Property and Equipment Policy it is requested to surplus said property and/or equipment listed below.

DEPARTMENT REQUESTING DISPOSAL: Fire


Department Head Signature

Mike York 1-3-2026
Print Name Date

City Manager Signature

Print Name Date

City Attorney Signature

Print Name Date

PROPERTY OR EQUIPMENT TO BE SURPLUSED:

Item No.	Description of Item	Identifying Number	Disposal Method	Estimated Value	Condition
1	1999 Ford F-350 Rescue Squad	23G9VK/3964	Direct Sale	\$ 1,000	Non-operational
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
		VIN Number, last 6 Part Number Model Number Make, Size	Transfer to another Dept. Trade In/Return to Manufacturer Donation to non-profit Auction Sealed bids Scrapping No value disposal	Under \$1,000 City Manager; From \$1,000- \$3,000 City Manager and City Attorney; Over \$3,000 City Council	New Good Fair Poor Non-operational Unknown

City of Brawley

City Council
February 17, 2026
Agenda Item No 4d



STAFF REPORT

To: City Council
From: Emmet Fried, Assistant to the City Manager
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Parks and Recreation Commission Member Re-Appointment**

RECOMMENDATION:

Approve and pass City of Brawley Resolution No. 2026-02 to re-appoint Jenny Benavides to the Brawley Parks and Recreation Commission for a term expiring June 30, 2028.

BACKGROUND INFORMATION:

The Parks and Recreation Commission serves in an advisory capacity to the City Council regarding parks, recreation programs, facilities, and community services. The Commission reviews park-related projects, provides input on recreational programming, and supports community engagement related to City park facilities.

Two vacancies currently exist on the Parks and Recreation Commission due to term expirations.

The vacancies for the commission appointments were duly published and noticed in The Desert Review January 7, 2026 and January 9, 2026 and the Imperial Valley Press from January 6, 2026 through January 9, 2026. A notice was also posted on the City's Instagram and Facebook pages.

Jenny Benavides has expressed continued interest in serving on the Parks and Recreation Commission and has submitted the required re-appointment application materials.

The City of Brawley did not receive any other applications for the appointment to serve on the Airport Advisory Commission.

Approval of this appointment will allow the Commission to continue supporting park planning, programming review, and community recreation initiatives.

City staff will re-advertise the other open position and return to Council for approval.

FISCAL IMPACT:

None

ALTERNATIVES:

No alternative is recommended at this time.

ATTACHMENTS:

1. Application
2. Resolution No. 2026-02

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 - 2/10/2026

Approved - 2/10/2026

4d



4d.1

CITY OF BRAWLEY

BRAWLEY, CALIFORNIA

DATE: January 21, 2026


Jenny Benavides
Parks and Recreation Commission

Dear Ms. Benavides,

Your term on the Parks and Recreation Commission is due to expire on June 30, 2025. Notice of pending appointments has been circulated, and the City Council of the City of Brawley is anticipated to make a selection after the application submission date below.

This letter is to inquire whether you wish to be considered for **reappointment** to the City of Parks and Recreation Commission. Please respond on or before 2/03/2026 by indicating below: checking one of the boxes below.

Sincerely,



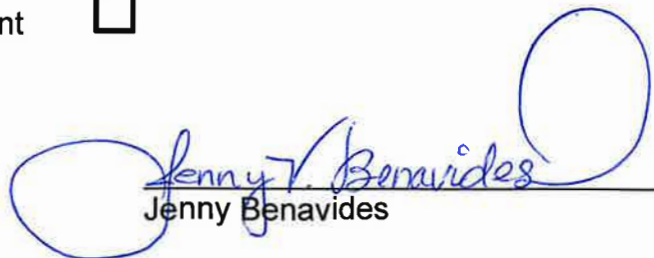
Emmet Fried
Deputy City Clerk

I, Jenny Benavides, Board of Commission/Commissioner/member or trustee, do hereby:

Request Reappointment

☒

Do Not Request Reappointment

☐
Jenny Benavides

RESOLUTION NO. 2026-02

4d.2

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, APPOINTMENT OF MEMBERS TO THE BRAWLEY PARKS AND RECREATION COMMISSION.

WHEREAS, Resolution No. 89-50, adopted on May 15, 1989, provides that terms for appointments to City commissions shall expire on June 30; and

WHEREAS, the term of 2 members of the Brawley Parks and Recreation Commission have expired and/or vacancies currently exist: and

WHEREAS, notice was duly published requesting applications from individuals interested in serving on the Brawley Parks and Recreation Commission; and

WHEREAS, the City has reviewed applications submitted by individuals requesting appointment and/or reappointment to the Brawley Parks and Recreation Commission.

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

Re-Appointment.

Jenny Benavides is hereby reappointed to fill the vacancy on the Brawley Parks and Recreation Commission for a term expiring June 30, 2028.

PASSED AND ADOPTED this 17th day of February 2026, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CITY OF BRAWLEY, CALIFORNIA

JJ Galvan, Mayor

ATTEST:

Ana Gutierrez, City Clerk

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution 2026-02 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of February 2026, that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: February 17, 2026

ATTEST:

Ana Gutierrez, City Clerk

City of Brawley

City Council
February 17, 2026
Agenda Item No 4e



STAFF REPORT

To: City Council
From: Emmet Fried, Assistant to the City Manager
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Airport Advisory Commission Member Re-Appointments**

RECOMMENDATION:

Approve and adopt City of Brawley Resolution No. 2026-03 re-appointing Elizabeth Kern and Kenneth Robertson to the Brawley Airport Advisory Commission for terms expiring June 30, 2027.

BACKGROUND INFORMATION:

The terms of two members of the Brawley Airport Advisory Commission have expired. In accordance with City policy, the City Council must act to fill positions when terms expire.

The vacancies for the commission appointments were duly published and noticed in The Desert Review January 7, 2026 and January 9, 2026 and the Imperial Valley Press from January 6, 2026 through January 9, 2026. A notice was also posted on the City's Instagram and Facebook pages.

Elizabeth Kern and Kenneth Robertson have expressed continued interest in serving on the Airport Advisory Commission and have submitted the required re-appointment application materials.

The City of Brawley did not receive any other applications for the appointment to serve on the Airport Advisory Commission.

Approval of these re-appointments will ensure continuity of service and support the ongoing work of the Airport Advisory Commission through the end of the new term period, which expires June 30, 2027.

FISCAL IMPACT:

None

ALTERNATIVES:

None at this time.

ATTACHMENTS:

1. Kern Application
2. Robertson Application
3. Resolution 2026-03

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 - 2/10/2026

Approved - 2/10/2026

4e



4e.1

CITY OF BRAWLEY

BRAWLEY, CALIFORNIA

DATE: January 21, 2026

**Elizabeth Kern
Airport Advisory Commission**

Dear Ms. Kern,

Your term on the Airport Commission is due to expire on June 30, 2025. Notice of pending appointments has been circulated, and the City Council of the City of Brawley is anticipated to make a selection after the application submission date below.

This letter is to inquire whether you wish to be considered for **reappointment** to the City of Airport Advisory Commission. Please respond on or before 2/03/2026 by indicating below: checking one of the boxes below.

Sincerely,

Emmet Fried
Deputy City Clerk

I, Elizabeth Kern, Board of Commission/Commissioner/member or trustee, do hereby:

Request Reappointment



Do Not Request Reappointment



Elizabeth Kern



4e.2

CITY OF BRAWLEY

BRAWLEY, CALIFORNIA

DATE: January 21, 2026

**Kenneth Robertson
Airport Advisory Commission**

Dear Mr. Robertson,

Your term on the Airport Commission is due to expire on June 30, 2025. Notice of pending appointments has been circulated, and the City Council of the City of Brawley is anticipated to make a selection after the application submission date below.

This letter is to inquire whether you wish to be considered for **reappointment** to the City of Airport Advisory Commission. Please respond on or before 2/03/2026 by indicating below: checking one of the boxes below.

Sincerely,

Emmet Fried
Deputy City Clerk

I, Kenneth Robertson, Board of Commission/Commissioner/member or trustee, do hereby:

Request Reappointment

☒

Do Not Request Reappointment

☐
Kenneth Robertson

RESOLUTION NO. 2026-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, APPOINTMENT OF MEMBERS TO THE BRAWLEY AIRPORT ADVISORY BOARD.

WHEREAS, Resolution No. 89-50, adopted on May 15, 1989, provides that terms for appointments to City commissions shall expire on June 30; and

WHEREAS, the terms of two members of the Airport Advisory Board have expired and/or vacancies currently exist: and

WHEREAS, notice was duly published requesting applications from individuals interested in serving on the Airport Advisory Board and

WHEREAS, the City has reviewed applications submitted by individuals requesting appointment and/or reappointment to the Airport Advisory Board.

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

Re-Appointment.

Elizabeth Kern and Kenneth Robertson are hereby reappointed to fill the vacancy on the Airport Advisory Commission for a term expiring June 30, 2027.

PASSED AND ADOPTED this 17th day of February 2026, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CITY OF BRAWLEY, CALIFORNIA

JJ Galvan, Mayor

ATTEST:

Ana Gutierrez, City Clerk

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

4e.3

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution 2026-03 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of February 2026, that it was adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: February 17, 2026

ATTEST:

Ana Gutierrez, City Clerk

City of Brawley

City Council
February 17, 2026
Agenda Item No 4f



STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Adrian Ople, Planning Technician
Subject: **Potential Action to Approve Final Tract Map (TM) 23-01 - Ulloa Avenue Subdivision**

RECOMMENDATION:

City staff recommends that the City Council approve Final Tract Map (TM) 23-01 for recordation as the project is consistent with the City of Brawley General Plan, Subdivision Ordinance, and Zoning Ordinance.

BACKGROUND INFORMATION:

The proposed action would approve the final subdivision of approximately 1.62 acres into eleven single-family residential lots within an existing R-1 neighborhood.

City of Brawley Development Services staff is in receipt of Final Tract Map (TM) 23-01 for the subdivision of three vacant lots on the west side of Ulloa Avenue between Magnolia Street and "B" Street. These lots are identified by Assessor's Parcel Numbers (APNs) 047-231-013, -014, and -015. Their combined area is about 1.62 acres.

The site is zoned R-1 (Residential Single Family) and is surrounded on all sides by similarly zoned and developed single-family neighborhoods. The R-1 zone allows development exclusively for single-family dwellings and customary accessory uses.

The site has been vacant for multiple decades. A review of satellite imagery from 1996 to 2026 implies that the land may have occasionally been used for unpermitted off-road activity. Vehicles can be seen parked on the edges of the lot in some satellite photos. Additionally, a satellite photo taken in May 2016 shows over two-dozen cars parked in rows in the southern portion of the lot, implying that there may have been vehicle storage occurring.

A curb and gutter exist along the southern edge of the site on "B" Street, with a driveway providing access to the site. No driveways, curbs, gutters, or sidewalks exist along the eastern boundary of Ulloa Avenue nor the northern boundary of Magnolia Street. Vehicle access is generally possible anywhere along these Ulloa Avenue and Magnolia Street as the site and roadways are at the same grade. Ulloa Avenue as it exists now is only half-width, but it will be completed to full width as part of the proposed development. An undeveloped City alley measuring twenty (20) feet in width exists along the western edge of the site. There is no access to this alley from the south.

The City will require roadway, curb, gutter, and sidewalk improvements to be completed in accordance with the conditions of approval for Tentative Tract Map 23-01 and prior to or concurrent with.

TM 23-01 divides the three (3) existing parcels into eleven (11) parcels, each measuring at least 6,200 square feet, in conformance with the Zoning Ordinance's minimum lot size requirements. The applicant intends to develop eleven single-family dwelling units upon each of the new lots. This use is allowed by right. Additionally, a five-foot right-of-way (5' ROW) along Ulloa Avenue shall be dedicated to the City upon subdivision.

While the applicant intends to develop eleven single-family dwelling units, approval of the Final Tract Map does not authorize building permits, which will be subject to separate review and compliance with all applicable regulations.

In accordance with the Subdivision Map Act and Section 23A.7 of the Brawley Municipal Code, the applicant filed a Tentative Tract Map (TTM) with the Planning Division. TTM 23-01 was approved with conditions by the Planning Commission on October 9, 2024. These conditions include the completion of curbs, gutters, and sidewalks along adjacent streets; and the approval of grading plans prior to the issuance of Building Permits for each parcel.

"Pursuant to the Subdivision Map Act and Section 23A.12 of the Municipal Code, the applicant submitted multiple drafts of Final Tract Map (TM) 23-01 to the City for our Acting City Surveyor, NV5, to review and provide comments. NV5 has reviewed and approved TM 23-01 for recordation pending Council approval, with a wet signature dated January 20, 2026. In accordance with Section 23A.2 of the Municipal Code, "City Council shall approve, conditionally approve, or disapprove final maps and retains the authority to determine the kinds and extent of off-site improvements required in subdivisions." Furthermore, per the Subdivision Map Act, Section 66499.55, "The map, so certified, shall be forthwith filed in the office of the county recorder of the county wherein the platted lands are sit

FISCAL IMPACT:

There is no associated fiscal impact with approval of the Final Tract Map. Required public improvements will be constructed by the applicant as a condition of subdivision and future development.

ALTERNATIVES:

This subdivision is an allowable action by the property owner and complies with all applicable City regulations. No alternative actions are recommended.

ATTACHMENTS:

1. TM 23-01
2. Approval Letter for TTM 23-01 w/ Conditions

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

Staff, Title or Consultant, Agency

Cristhian Barajas, Development Services Director,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026

ULLOA AVENUE SUBDIVISION

SHEET 1 OF 2 SHEETS

OWNER'S STATEMENT:

I AM, THE UNDERSIGNED, HEREBY STATE: THAT I AM THE ONLY PARTY HAVING ANY RECORD TITLE OR INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, CONSISTING OF TWO (2) SHEETS; THAT I CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; THAT I OFFER FOR DEDICATION TO PUBLIC USE ANY STREETS, HIGHWAYS, AND PUBLIC UTILITY EASEMENTS, AS SHOWN UPON SAID MAP AND BEING WITHIN SAID SUBDIVISION.

MARK GADDIS, A MARRIED MAN AND HIS SOLE AND SEPARATE PROPERTY

SIGNATURE: Mark Gaddis 1-6-2026
DATE
FOR: _____
TITLE: _____

NOTARY PUBLIC ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) S.S.

ON 1-6-2026 BEFORE ME, Valerie Cardenas
PERSONALLY APPEARED
Mark Gaddis

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

SIGNATURE: Valerie Cardenas
NAME (PRINT OR TYPE): Valerie Cardenas
PRINCIPAL PLACE OF BUSINESS: Imperial County
COMMISSION EXPIRATION DATE: 9-27-26

TITLE COMPANY'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PERSONS SPECIFIED IN THE OWNER'S STATEMENT SHOWN HEREON ARE THE OWNERS AND THE ONLY ONES WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO THE LAND WITHIN THIS SUBDIVISION.

Jesus Duran 1/7/2026
DATE
NAME: Jesus Duran
TITLE OFFICER
FIDELITY NATIONAL TITLE

PUBLIC UTILITY EASEMENTS:

PUBLIC UTILITY EASEMENTS SHOWN HEREON ARE PROVIDED FOR, BUT NOT LIMITED TO, CONSTRUCTION, OPERATION AND MAINTENANCE OF FACILITIES FOR ELECTRICAL POWER, TELEPHONE, CABLE TELEVISION, WATER, GAS AND SEWER BY LOCAL UTILITIES AND COMPANIES PROVIDING SUCH SERVICES TO THE AREA, AND FOR CONSTRUCTION OF PUBLICLY ACCESSIBLE RAMPS AND FOR THE CONVEYANCE OF STORM WATER.

BEING A SUBDIVISION OF A PORTION OF LOT 1, BLOCK 123, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP No. 920 RECORDED IN BOOK 1, PAGE 15 OF OFFICIAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LEGAL DESCRIPTION:

A SUBDIVISION OF THAT REAL PROPERTY IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:
THE EAST 149.8 FEET OF THE NORTH HALF OF THE NORTH 458 FEET OF LOT 1, BLOCK 123 OF THE TOWNSITE OF BRAWLEY, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 15, OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPT THE NORTH 30 FEET AS CONVEYED TO THE CITY OF BRAWLEY IN DEED RECORDED MARCH 26, 1956 IN BOOK 932, PAGE 695, OFFICIAL RECORDS OF IMPERIAL COUNTY CALIFORNIA.

ALSO EXCEPT THE EASTERLY 25 FEET THEREOF, AS CONVEYED TO THE CITY OF BRAWLEY IN DEED RECORDED JUNE 7, 1972 IN BOOK 1328, PAGE 1137, OFFICIAL RECORDS.

TOGETHER WITH:

PARCEL 2:
THE SOUTH HALF OF THE NORTH 458 FEET OF LOT 1, BLOCK 123 OF TOWNSITE OF BRAWLEY, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 15 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LAND IS ALSO SHOWN ON ASSESSOR'S MAP 920, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE CITY OF BRAWLEY AS PARCEL 1 IN DEED RECORDED JUNE 7, 1972 IN BOOK 1328, PAGE 1141 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH 458 FEET OF SAID LOT 1; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 169.8 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT 1, TO A POINT IN THE SOUTH LINE OF THE NORTH 458 FEET OF SAID LOT; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 20 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 1 TO A POINT IN THE NORTH LINE OF THE SOUTH HALF OF THE NORTH 458 FEET OF SAID LOT; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THE EASTERLY 25 FEET THEREOF, AS CONVEYED TO THE CITY OF BRAWLEY AS PARCEL 2 IN DEED RECORDED JUNE 7, 1992 IN BOOK 1328, PAGE 1141, OFFICIAL RECORDS.

TOGETHER WITH:

PARCEL 3:
THE EAST 169.8 FEET OF THE SOUTH 150 FEET OF LOT 1, BLOCK 123 OF TOWNSITE OF BRAWLEY, CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 920 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF SAID MAP BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

EXCEPTING THE WEST 20 FEET OF THE EAST 169.8 FEET OF THE SOUTH 150 FEET OF SAID LOT AND THE EAST 25 FEET OF THE SOUTH 150 FEET OF SAID LOT, AS GRANTED TO THE CITY OF BRAWLEY IN GRANT DEED RECORDED JUNE 9, 1972 AS DOCUMENT NO. 43, IN BOOK 1329, PAGE 156 OF OFFICIAL RECORDS OF IMPERIAL COUNTY.

SIGNATURE OMISSION STATEMENT:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

EASEMENT AND RIGHTS INCIDENTAL THERETO FOR IRRIGATION, WASTE OR DRAINAGE CANALS OR POWER OR TELEPHONE LINES, AS SET FORTH IN A DOCUMENT RECORDED, AS BOOK 545, PAGE 528, OF OFFICIAL RECORDS.

SOILS REPORT:

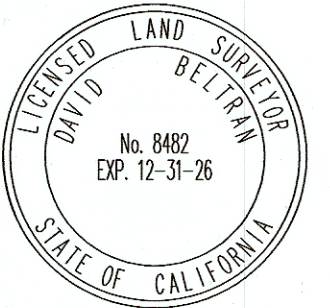
A SOILS REPORT APPLICABLE TO THE LAND INCLUDED WITHIN THIS PROJECT HAS BEEN PREPARED BY LANDMARK CONSULTANTS, INC., DATED _____, PREPARED BY STEVEN K. WILLIAMS, REGISTERED ENGINEERING GEOLOGIST No. 2261 & JEFFREY O. LYON, REGISTERED PROFESSIONAL ENGINEER No. 31921, PROJECT No. _____ REPORT No. _____. A COPY OF SAID REPORT BEING ON FILE IN THE OFFICE OF THE CITY ENGINEER.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION ON APRIL 12, 2023 AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARK GADDIS, ON MARCH 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN SUCH TIME AS INDICATED ON THE ATTACHED SHEETS), AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF.

DATED: 01-04-2026

David Beltran
DAVID BELTRAN, P.L.S. 8482
EXP. DATE: 12-31-26

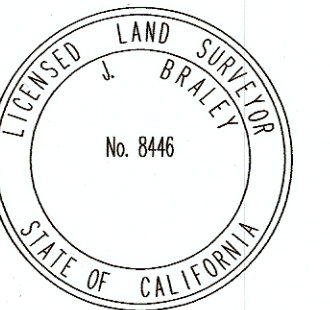


ACTING CITY SURVEYOR'S STATEMENT:

I, J. BRALEY, ACTING CITY SURVEYOR OF THE CITY OF BRAWLEY, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF TWO (2) SHEETS; THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON OCTOBER 9, 2024, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF LOCAL ORDINANCES APPLICABLE WHEN THE TENTATIVE MAP WAS APPROVED, AND ALL THE REQUIREMENTS OF CHAPTER 2, ARTICLE 2 OF THE SUBDIVISION MAP ACT, AS AMENDED JANUARY 1, 2024 HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 1-20-2026

J. Braley
J. BRALEY, PLS 8446
ACTING CITY LAND SURVEYOR



COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2026 AT _____ M. IN BOOK _____ OF
FINAL MAPS, AT PAGE _____, AT THE REQUEST OF DYNAMIC CONSULTING ENGINEERS, INC.

CHUCK STOREY
IMPERIAL COUNTY RECORDER

PLANNING DIRECTOR'S STATEMENT:

I, CRISTHIAN BARAJAS, PLANNING DIRECTOR OF THE CITY OF BRAWLEY, CALIFORNIA, HEREBY STATE THAT THIS FINAL MAP, CONSISTING OF TWO (2) SHEETS, CONFORMS WITH THE TENTATIVE MAP ANY APPROVED ALTERATIONS THEREOF, AND THE CONDITIONS RELATED THERETO, AS APPROVED BY THE PLANNING COMMISSION ON OCTOBER 9, 2024.

CRISTHIAN BARAJAS, PLANNING DIRECTOR
CITY OF BRAWLEY

DATE

CITY CLERK'S CERTIFICATE:

I, ANA GUTIERREZ, CITY CLERK OF THE CITY OF BRAWLEY, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL APPROVED THE FINAL MAP ON _____ OF _____, AND THAT THE COUNCIL ACCEPTED ALL STREETS AND PUBLIC UTILITY EASEMENTS OFFERED FOR DEDICATION TO THE PUBLIC AS DEPICTED ON THIS MAP.

ANA GUTIERREZ, CITY CLERK
CITY OF BRAWLEY

DATE

SUPPORTING DOCUMENTS:

THE FOLLOWING DOCUMENTS WERE RECORDED CONCURRENTLY WITH THIS FINAL MAP AS OFFICIAL RECORDS OF THE COUNTY OF IMPERIAL IN SUPPORT OF THIS FINAL MAP:

TITLE: SUBDIVISION GUARANTEE INSTRUMENT NO. _____

TITLE: TAX CERTIFICATE INSTRUMENT NO. _____

TITLE: GRANT OF RIGHT OF WAY INSTRUMENT NO. _____

TITLE: _____ INSTRUMENT NO. _____

Dynamic CONSULTING ENGINEERS

DATE: NOVEMBER 5, 2025
DCE JOB No: 612123
DATE OF SURVEY: APRIL 12, 2023

ROAD RIGHT OF WAY NOTE:

1. PARCEL "A" IS OFFERED TO THE CITY OF BRAWLEY FOR PUBLIC ROAD RIGHT OF WAY AND UTILITIES PURPOSES.
2. THE 10' PUE'S SHOWN HEREON ARE OFFERED TO THE CITY OF BRAWLEY FOR PUBLIC USE AS PUBLIC UTILITY EASEMENTS.

ULLOA AVENUE SUBDIVISION

BEING A SUBDIVISION OF A PORTION OF LOT 1, BLOCK 123, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, AS PER MAP No. 920 RECORDED IN BOOK 1, PAGE 15 OF OFFICIAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SHEET 2 OF 2 SHEETS

SURVEYOR'S NOTES:

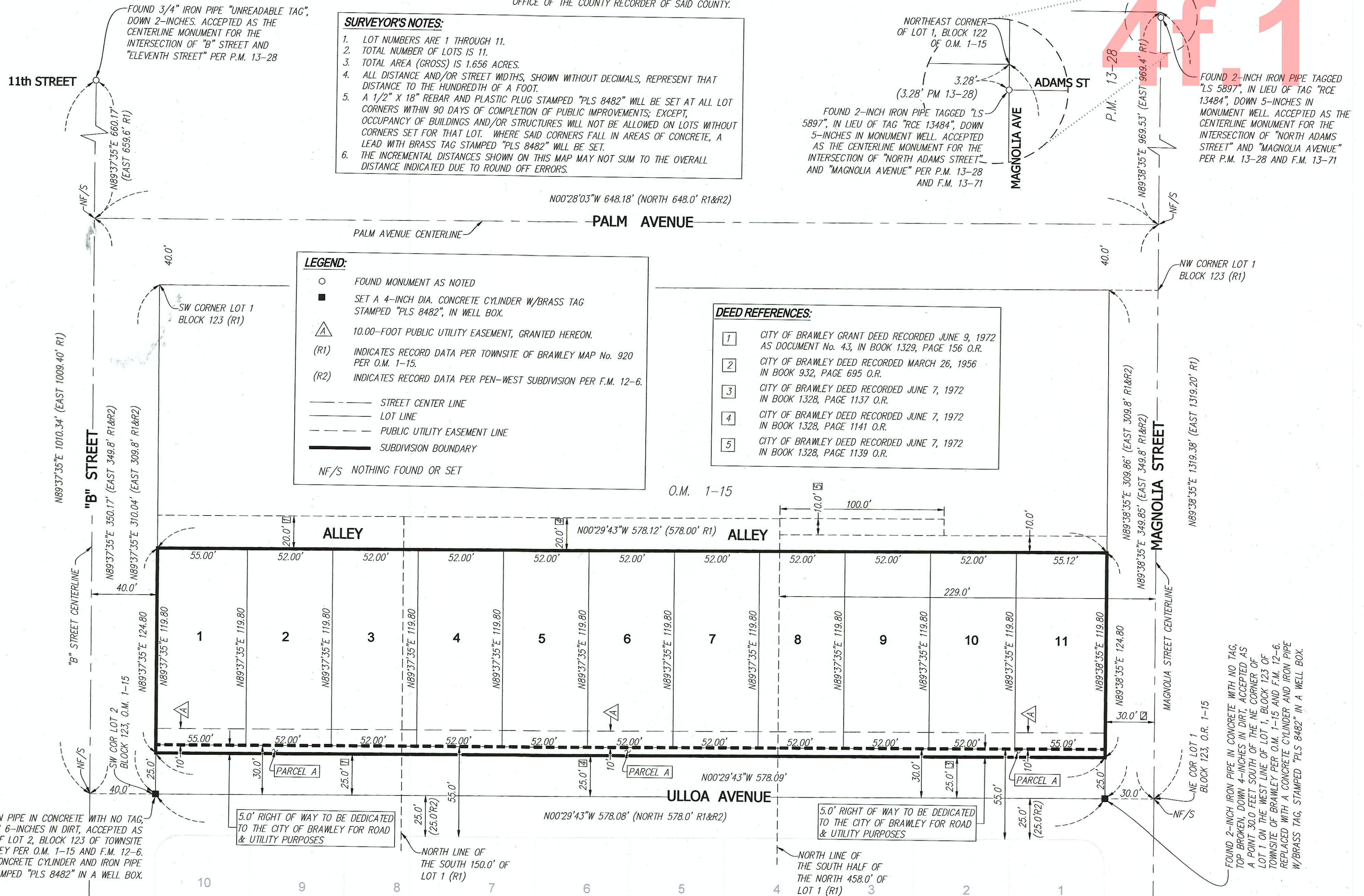
1. LOT NUMBERS ARE 1 THROUGH 11.
2. TOTAL NUMBER OF LOTS IS 11.
3. TOTAL AREA (GROSS) IS 1.656 ACRES.
4. ALL DISTANCE AND/OR STREET WIDTHS, SHOWN WITHOUT DECIMALS, REPRESENT THAT DISTANCE TO THE HUNDREDTH OF A FOOT.
5. A 1/2" X 18" REBAR AND PLASTIC PLUG STAMPED "PLS 8482" WILL BE SET AT ALL LOT CORNERS WITHIN 90 DAYS OF COMPLETION OF PUBLIC IMPROVEMENTS; EXCEPT, OCCUPANCY OF BUILDINGS AND/OR STRUCTURES WILL NOT BE ALLOWED ON LOTS WITHOUT CORNERS SET FOR THAT LOT. WHERE SAID CORNERS FALL IN AREAS OF CONCRETE, A LEAD WITH BRASS TAG STAMPED "PLS 8482" WILL BE SET.
6. THE INCREMENTAL DISTANCES SHOWN ON THIS MAP MAY NOT SUM TO THE OVERALL DISTANCE INDICATED DUE TO ROUND OFF ERRORS.

LEGEND:

- FOUND MONUMENT AS NOTED
- SET A 4-INCH DIA. CONCRETE CYLINDER W/BRASS TAG STAMPED "PLS 8482", IN WELL BOX.
- △ 10.00-FOOT PUBLIC UTILITY EASEMENT, GRANTED HEREON.
- (R1) INDICATES RECORD DATA PER TOWNSITE OF BRAWLEY MAP No. 920 PER O.M. 1-15.
- (R2) INDICATES RECORD DATA PER PEN-WEST SUBDIVISION PER F.M. 12-6.
- STREET CENTER LINE
- LOT LINE
- - - PUBLIC UTILITY EASEMENT LINE
- SUBDIVISION BOUNDARY
- NF/S NOTHING FOUND OR SET

DEED REFERENCES:

- 1 CITY OF BRAWLEY GRANT DEED RECORDED JUNE 9, 1972 AS DOCUMENT No. 43, IN BOOK 1329, PAGE 156 O.R.
- 2 CITY OF BRAWLEY DEED RECORDED MARCH 26, 1956 IN BOOK 932, PAGE 695 O.R.
- 3 CITY OF BRAWLEY DEED RECORDED JUNE 7, 1972 IN BOOK 1328, PAGE 1137 O.R.
- 4 CITY OF BRAWLEY DEED RECORDED JUNE 7, 1972 IN BOOK 1328, PAGE 1141 O.R.
- 5 CITY OF BRAWLEY DEED RECORDED JUNE 7, 1972 IN BOOK 1328, PAGE 1139 O.R.



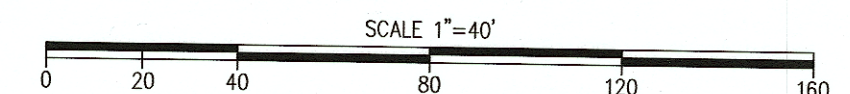
JUNE 25, 2025

Dynamic CONSULTING ENGINEERS

DATE: NOVEMBER 5, 2025
DCE JOB No: 612123
DATE OF SURVEY: APRIL 12, 2023

PEN-WEST SUBDIVISION
F.M. 12-6

O.M. 1-15





CITY OF BRAWLEY

DEVELOPMENT SERVICES DEPARTMENT

205 S. IMPERIAL AVENUE
BRAWLEY, CA 92227

BUILDING DIVISION
PHONE: (760) 344-8822
FAX: (760) 351-2656

HOUSING DIVISION
PHONE: (760) 351-1905
FAX: (760) 351-2656

PLANNING DIVISION
PHONE: (760) 344-8822
FAX: (760) 351-2656

November 11, 2024

Subject: TTM 23-01 – Tentative Tract Map

To Whom it May Concern:

This letter is to inform you that Pursuant to Section 23A of the Brawley Subdivision Ordinance, the Planning Commission has approved your request for Tentative Tact Map (TTM) 23-01, for a Portion of Lot 1, Block 123 of the Townsite of Brawley, in the City of Brawley, County of Imperial, State of California, as per map recorded in Book 1, Page 15, Official Maps, APN's: 047-231-013; 047-231-014; 047-231-015. Approval is subject to compliance with the attached conditions.

The requirements for the Final Map pursuant to Section 23A.12 of the Brawley Subdivision Ordinance are also attached. When these requirements are met, the City Engineer and Planning Director shall review the map and required supporting documents for substantial compliance, technical correctness, and completeness with the approved tentative map.

You will also be responsible for the plan checking fees associated with the review of the final map. Additionally, you will be required to secure a Tax Certificate from the Imperial County Tax Collector's Office and pay any filing fees required by the Imperial County Recorder's Office.

The Planning Commission approved your tentative tract map (TTM 23-01) on October 9, 2024. Approval of TTM 23-01 shall expire twenty-four (24) months from the date of this letter, if final map is not recorded.

If you should have any questions, please contact me at 760.344.8822 or at planning@brawley-ca.gov.

Sincerely,

Cynthia Mancha
Consultant City Planner

cc: Building Official
City Engineer
City Clerk

4f.2

Conditions of Approval
TTM 23-01 – Tentative Tract Map

Portion of Lot 1, Block 123 of the Townsite of Brawley, in the City of Brawley,
County of Imperial, State of California, as per map recorded in Book 1, Page 15,
Official Maps
APN's: 047-231-013; 047-231-014; 047-231-015
Ulloa Avenue Subdivision

Planning Commission approval of the Tract Map is subject to compliance with the following conditions:

1. The conditional approval of the Tentative Tract Map (TTM) 23-01 shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
2. The conditional approval of TTM 23-01 does not constitute approval of the construction of any buildings on the subdivided lots. All construction plans are subject to review and approval by the various City Departments.
3. The Final Parcel Map shall be prepared in accordance with a completed final survey of the subdivision and in compliance with the requirements of the Subdivision Map Act and applicable City Ordinances.
4. Final Parcel Map shall clearly show all stakes, monuments or other evidence found on the ground which were used as ties to determine the boundaries of the lots. The survey referenced monuments must be found acceptable by the City Engineer and meet Subdivision Map Act standards and that all Conditions of Approval have been met.
5. The Final Parcel Map requires certification by the engineer/surveyor of record prior to final review by the City Engineer. The City Engineer may accept the map if found adequate per the Subdivision Map Act and determine that all Conditions of Approval have been met before the Final Parcel Map can be recorded and filed with the City and the County Recorder's Office.
6. A Grading Plan and Erosion Control Plan shall be accompanied with the Final Map to the City Engineer for review and approval.
7. The Developer/Applicant/Property Owner shall dedicate a right of way with of 30 feet along the parcels abutting Ulloa Street and provide a 10' Public Utility Easement outside the City right-of-way.
8. The Developer/Applicant/Property Owner shall install and or improve sidewalks, curbs, and gutter along the parcels abutting Ulloa, Magnolia, and B Streets per City Standards as reviewed, approved, and accepted by the City Engineer and Public Works Director prior to the issuance of a Certificate of Occupancy.
9. Any disturbed public right-of-way shall be installed/replaced/ or improved to City Engineer Standards and shall be subject to inspection prior to the issuance of a Certificate of Occupancy.
10. The Developer/Applicant/ Property Owner shall design parcel access driveways to City Standards.
11. Developer/Applicant/Property Owner shall obtain an encroachment permit from the Department of Public Works for any new, altered or unpermitted driveways necessary to

- access each of the parcels from a public street or public right-of-way.
12. Lighting shall be installed per City Standards.
13. Per Sec. 23A.16 of the Zoning Ordinance, underground utilities abutting Ulloa Avenue. The Developer/Applicant/Property Owner shall submit written justification describing the infeasibility of undergrounding the electric lines and provide an alternate location. The alternate location shall be approved in coordination with the Imperial Irrigation District and City Engineer and Public Works Director. Developer/Applicant/Property Owner shall be responsible for granting any operations and maintenance easements as required by the Imperial Irrigation District such easement shall be reflected in the Final Map.
14. The Developer's engineer shall prepare a hydraulic study during the project design and complete required improvements to the Brawley Water Distribution System to provide the required combined peak domestic and fire flow demand to the project site. The City of Brawley Fire Chief shall establish the required fire flow and residual pressure required for this project.
15. Hydrology, drainage, and grading details to City standards shall be provided to the Public Works Director and City Engineer. If required, the percentage of retention shall be determined by the Public Works Director and City Engineer per current discharge amount and the amount of pervious surface that will be eliminated.
16. Prior to the issuance of a building permit, the Developer/Applicant/Property Owner shall submit a sewer plan consistent with the approved Site Plan and Conditions of Approval. The sewer plan shall be based on an approved Sanitary Sewer Study. If the existing sewer line within the vicinity of the project site is deemed insufficient, the Developer/Applicant/Property Owner is responsible for the construction of the larger diameter pipeline.
17. Developer/Applicant/Property Owner shall provide water and sewer analysis, prepared by a CA registered engineer, to confirm overall capacity in the receiving system. Should improvements be required the applicant shall prepare a public improvement plan for the necessary upgrades/repairs, to the satisfaction of the Public Works Director and City Engineer. Should future improvements be necessary, the applicant shall be responsible for the payment of any and all Fair Share costs toward water and sewer improvements prior to the issuance of grading permits.
18. Developer/Applicant/Property Owner shall submit water technical documentation as required by the Regional Quality Control Board. Technical documentation shall be approved by the Public Works Director and City Engineer prior to the issuance of a Grading Permit.
19. All sewer lines must maintain the minimum slope requirements and must be buried as specified and approved by the City Engineer and Director of Public Works.
20. If a sanitary sewer pump station is required for these parcels, it shall be located on the project sites property, not within the public right-of-way. The sanitary sewer pump station will be owned, operated and maintained by the Applicant, Developer, or Property Owner or its successors.
21. Manholes will be improved, added, and adjusted to City Standards as required by the City Engineer and Director of Public Works.
22. If the project requires a stormwater retention basin, the stormwater retention basin shall be owned, operated and maintained by the Developer/Applicant/Property Owner and shall be designed to meet the requirements of a 25-year storm or per City Engineer or Public Works Director requirement, whichever is more stringent.
23. Should the project require a stormwater retention basin and if required by the project

hydrology report or any other relevant technical report, a stormwater pump station shall be installed at the retention basin to transport stormwater from the retention basin to the City's existing stormwater system. The stormwater pump station shall empty the retention basin stormwater volume within 72 hours after conclusion of a stormwater event. The stormwater pump station shall be owned, operated and maintained by the Developer/Applicant/Property Owner.

24. Developer/Applicant/Property Owner shall install fire hydrants per California Fire Code and approval by the City Fire Department prior to the issuance of a Certificate of Occupancy.
25. The Developer/Applicant/Property Owner shall pay the expenses of school district fees per the requirements of the Brawley Unified School District prior to the issuance of any building permit.
26. The Developer/Applicant/Property Owner shall pay all applicable impact and capacity fees prior to the issuance of a building permit and prior to connecting to City services. The City of Brawley collects impact fees to offset the cost of fire, police, parks, water, wastewater, and administrative services.
27. The Developer/Applicant/Property Owner shall pay any and all amounts as determined by the City of Brawley to defray all costs for the review of maps, drawings, reports, field investigation, or other activities related to compliance of this project with City Ordinances and/or any other laws, regulations, or requirements that apply to the improvement plans and Final Parcel Map. No Final Parcel Map shall be recorded until such costs have been paid to the City.
28. The provisions of these Conditions of Approval are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
29. The applicant shall defend, indemnify, and hold harmless the City of Brawley, or its agents, officers and employees from any claim, action or proceedings against the City or its agents, officers, or employees to attack, set aside, void or annul, an approval by the Planning Commission or City Council concerning the subdivision.
30. Pursuant Government Code Section 66463.5, the Developer/Applicant/Property Owner shall have twenty-four (24) months from the approval of TTM 23-01 to file a Final Map otherwise the TTM shall expire and no longer be valid.
31. Landscaping will be installed per Sec. 27.180 of the Zoning Ordinance. Any landscaping in the public right of way will require a maintenance agreement which shall be reviewed and approved by the City Engineer/Public Works Director, Planning Director and be deed recorded.
32. Fences, walls, and hedges shall be installed per Sec. 27.179 of the Zoning Ordinance and Sec. 27.84 (c).
33. Developer/Applicant/Property Owner shall obtain a tax certificate from the County Tax Collector.
34. Developer/Applicant/Property Owner shall comply with all local, state and/or federal laws, rules, regulations and/or standards as they may pertain to this project, whether specified herein or not.

4f.2

Conditions of Approval
TTM 23-01 – Tentative Tract Map

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County of Imperial, State of California, as per map recorded in Book 1, Page 15,
Official Maps
APN's: 047-231-013; 047-231-014; 047-231-015
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3. The Final Parcel Map shall be prepared in accordance with a completed final survey of the subdivision and in compliance with the requirements of the Subdivision Map Act and applicable City Ordinances.
4. Final Parcel Map shall clearly show all stakes, monuments or other evidence found on the ground which were used as ties to determine the boundaries of the lots. The survey referenced monuments must be found acceptable by the City Engineer and meet Subdivision Map Act standards and that all Conditions of Approval have been met.
5. The Final Parcel Map requires certification by the engineer/surveyor of record prior to final review by the City Engineer. The City Engineer may accept the map if found adequate per the Subdivision Map Act and determine that all Conditions of Approval have been met before the Final Parcel Map can be recorded and filed with the City and the County Recorder's Office.
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16. Prior to the issuance of a building permit, the Developer/Applicant/Property Owner shall submit a sewer plan consistent with the approved Site Plan and Conditions of Approval. The sewer plan shall be based on an approved Sanitary Sewer Study. If the existing sewer line within the vicinity of the project site is deemed insufficient, the Developer/Applicant/Property Owner is responsible for the construction of the larger diameter pipeline.
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26. The Developer/Applicant/Property Owner shall pay all applicable impact and capacity fees prior to the issuance of a building permit and prior to connecting to City services. The City of Brawley collects impact fees to offset the cost of fire, police, parks, water, wastewater, and administrative services.
27. The Developer/Applicant/Property Owner shall pay any and all amounts as determined by the City of Brawley to defray all costs for the review of maps, drawings, reports, field investigation, or other activities related to compliance of this project with City Ordinances and/or any other laws, regulations, or requirements that apply to the improvement plans and Final Parcel Map. No Final Parcel Map shall be recorded until such costs have been paid to the City.
28. The provisions of these Conditions of Approval are to run with the land/project and shall bind the current and future owner(s) successor(s) in interest, assignee(s) and/or transferor(s) of said project.
29. The applicant shall defend, indemnify, and hold harmless the City of Brawley, or its agents, officers and employees from any claim, action or proceedings against the City or its agents, officers, or employees to attack, set aside, void or annul, an approval by the Planning Commission or City Council concerning the subdivision.
30. Pursuant Government Code Section 66463.5, the Developer/Applicant/Property Owner shall have twenty-four (24) months from the approval of TTM 23-01 to file a Final Map otherwise the TTM shall expire and no longer be valid.
31. Landscaping will be installed per Sec. 27.180 of the Zoning Ordinance. Any landscaping in the public right of way will require a maintenance agreement which shall be reviewed and approved by the City Engineer/Public Works Director, Planning Director and be deed recorded.
32. Fences, walls, and hedges shall be installed per Sec. 27.179 of the Zoning Ordinance and Sec. 27.84 (c).
33. Developer/Applicant/Property Owner shall obtain a tax certificate from the County Tax Collector.
34. Developer/Applicant/Property Owner shall comply with all local, state and/or federal laws, rules, regulations and/or standards as they may pertain to this project, whether specified herein or not.

(a) Requirements for Final Maps.

1. If more than three sheets are used, an index showing the entire subdivision with lots numbered consecutively shall be provided.
2. Map contents shall be per planning department requirements.

(b) Preparation of Final Maps. After approval of a tentative map by the planning commission, the subdivider may cause a final map to be prepared in accordance with a completed final survey of the subdivision, and in compliance with all provisions of this ordinance and the Subdivision Map Act.

1. Size and Material. The final map shall be of a size and material noted in the Subdivision Map Act.
2. Title Sheets. Title sheets shall be drawn and contain information as required in the Subdivision Map Act.
3. Certificates. Forms for certificates required by the Subdivision Map Act and this chapter may be secured from the planning department.
4. Surveying Data for Lots. Surveying data shall be per Subdivision Map Act requirements.
5. Surveying Data for Final Maps. The final map shall indicate the centerlines of all streets. The central angle or delta angle, tangent, radius and length of curve for all horizontal curves shall be noted. Each horizontal curve shall be numbered on the plan sheet. The numbered curve, with the corresponding horizontal curve components shall be listed in a curve data chart. The bearing of the radius lines of a horizontal curve shall be noted if those lines are used for closure calculations in determining property corners or verifying the area of the land parcel. The widths of streets, new dedications, existing dedications, easements, rights-of-way, and their centerlines shall be shown. Natural and man-made features such as drainage channels, railroads, bridges, irrigation canals, and rivers shall be shown. Surveys completed in connection with the preparation of subdivision maps shall be made in accordance with standard practices and principles for land surveying. A traverse of the boundaries of the subdivision and all lots and blocks shall close within a limit of error of one foot in ten thousand feet of perimeter.
6. Record of Easements. The final map shall show the width of all easements to which the lots are subject. If the easement cannot be definitely located of record in the county recorder's office, a statement as to the nature of the easement shall appear on the title sheet. Easements for water lines, storm drains, sewer lines, and other utilities shall be denoted by broken lines. The width of the easement and the lengths and bearings of the lines thereof shall be clearly shown on the final map and sufficient survey data indicated to properly locate

the easement. If the easement is already of record in the recorder's office, proper reference to the record shall be given. Easements being dedicated shall be so indicated in the certificate of dedication.

7. Existing Monuments. The final map shall clearly show what existing monuments or other evidence was found on the ground to determine the boundaries of the subdivision. The corners of adjoining subdivisions or portions thereof shall be indicated on the final map and ties shown.
8. New Monuments. In accomplishing the survey for a subdivision, the engineer or surveyor shall set sufficient permanent monuments so that the survey or any part thereof may be readily retraced. Such monuments shall generally be placed at all angle points and curve points on the exterior boundary lines of the subdivision, also at all points of intersection of street center lines and at all angle points and curve points on street center lines and at such other points as may be necessary to serve the above requirements. Monuments set at lot corners will not be considered permanent. Permanent monuments shall be of a design specified by the city engineer. The character, type and positions of all monuments and covers shall be noted on the final map. All permanent boundary monuments shall be placed prior to filing the final map with the planning director for checking. Before checking the map, the planning director and city engineer shall satisfy themselves that all monuments shown thereon actually exist and that their positions are correctly shown.
9. Established Center Lines of Streets and Alleys. Whenever the city engineer has established the center line of a street or alley, the data shall be considered in making the survey and in preparing a final map, and all monuments found shall be indicated and proper references made to field books or maps of public record relating to the monuments. If the points were reset by survey ties, that fact shall be stated on the final map. The final map shall show city boundaries crossing or adjoining the subdivision and such boundary lines shall be clearly designated.
10. Lot Numbers. All lots in a subdivision shall be numbered consecutively, commencing with the number one, with no omissions or duplications; provided, that where the subdivision is a continuation or second phase to an existing subdivision, the lot numbers may commence with the number immediately following the last or highest number of such existing subdivision, and in all other respects shall conform with the preceding requirements. Each lot shall be shown entirely on one sheet. Blocks may be used. They shall be consecutively numbered in the same manner as required for numbering lots.
11. Requirements for Grading Plan and Erosion Control Plan. Pursuant to the requirements of section 66411 of the Subdivision Map Act, each final map filed for checking by the planning department shall be accompanied by a grading plan and erosion control plan designed to prevent sedimentation and damage to off-site property. The grading plan and erosion control plan shall be approved by the city engineer.

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(c) Procedure for Approval of Final Maps. After the planning commission has approved or conditionally approved the tentative map, the subdivider may submit to the planning director the original final map and improvement plans and a duplicate tracing thereof drafted on good quality tracing cloth or polyester base film, accompanied by a completed application and the documentation required therein.

1. Traverse sheets and field survey notes showing the closure, within the allowable limits of error, of the exterior boundaries of the subdivision of each irregularly shaped block and lot within the subdivision;
2. Plans and specifications of the proposed off-site improvements, including a grading and erosion control plan, water study, sanitary sewer study and drainage study. Such improvement plans shall be accompanied by a cost estimate and the necessary bonds, cash deposit, letter of credit, or other improvement security authorized by the state Subdivision Map Act;
3. A copy of the deed restrictions and protective covenants to be recorded;
4. The following information shall be shown on the final map:
 - a. The total area of the subdivision,
 - b. The total area of the streets and alleys,
 - c. The total area in lots, and
 - d. The total area in parks, school sites and other land offered for dedication or reserved for future public or quasi-public use.

After receipt of the final map, and after the appropriate filing fees have been paid by the subdivider, the planning director shall examine the final map to ensure it meets all the conditions, if any, established by the planning commission during the tentative map approval process. The planning director shall examine the final map for completeness and ensure all required certificates and dedications are signed and acknowledged. After the final map has been examined by the planning director, it shall be transmitted to the city engineer, along with the improvement plans and grading plan, for his review and approval.

The city engineer shall review the final map and transmit his comments to the planning director within thirty days of receiving the final map. If the final map and/or the improvement plans are found to be incomplete, they shall be returned to the subdivider accompanied by a letter from the city engineer stating what deficiencies need to be corrected before the final map and improvement plans can be considered for approval. The city council may only approve a final map that complies with its tentative map. No changes may be proposed.

(d)

Dedications and Improvements. All streets, alleys, and highways, and other parcels of land shown on the final map and intended for any public use shall be offered for dedication to the city. Dedications offered for future streets and alleys shall be designated on the final map as "dedicated for future street," or other public facility, as the case may be.

The subdivider shall construct off-site improvements, or agree to construct off-site improvements, on all land dedicated for streets, highways, alleys, public ways, and easements, as a condition of approval of the final map. Such improvements shall include grading, asphalt surfacing of streets, alleys and highways, sidewalks, curbs, gutters, culverts, catch basins, bridges, storm drains, water mains, sanitary sewers, street lights, permanent subdivision monuments, and such other structures or improvements as set forth herein, or deemed by the city council to be necessary for the general use of the lot owners in the subdivision. Local neighborhood traffic and drainage needs shall be considered when improvement plans for subdivisions are designated by the subdivider or his engineer. All improvements shall be installed to grades approved by the city engineer. Plans, profiles, and specifications of proposed improvements shall be furnished to the planning director at the same time as the final map is filed. The planning director shall submit all improvement plans to the city engineer for approval. All plans, profiles and specifications for the proposed improvements shall show full details and be designed to city standards or an alternate approved by the city engineer.

If such improvements are not completed satisfactorily before the final map is submitted for approval, the owner or owners of the subdivided property, as a condition of final map approval, shall enter into an agreement with the city council upon mutually agreeable terms to thereafter complete the off-site improvements within one year of final map approval at the subdivider's expense.

As security to assure that such improvements are constructed, the subdivider shall furnish security to the city council as follows:

1. Security for the faithful performance of such agreement in an amount equal to one hundred percent of the total estimated costs of such improvements;
2. Security in an amount not less than one hundred percent of the total estimated costs of such improvements, securing payment to the contractor, subcontractors and to persons furnishing labor, materials, or equipment to them in the performance of the required improvements;
3. Security in a sum equal to ten percent of the total estimated costs of such improvements for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the improvements against any defective work or labor done, or defective materials furnished;
4. Such security shall be of a type authorized by the Subdivision Map Act, as the same now provides or may be hereafter amended, at the option of and subject to the approval of the city council;

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5. The security required by this chapter and the Subdivision Map Act shall be released as provided for in the state Subdivision Map Act, as the same now provides or may be hereafter amended.

(e) Minimum Improvements Required. The minimum improvements which the subdivider shall be required to construct or enter into bonded agreement to construct in the subdivision prior to the acceptance and approval of the final map by the city council shall be as follows:

1. Water mains and water connections to each lot;
2. Sewer mains and sewer connections to each lot;
3. Storm drainage facilities to provide for adequate drainage of the subdivision streets, alleys, and highways;
4. Grading and paving of streets, alleys, and highways located within and adjacent to the boundaries of the subdivision;
5. Curbs, gutters, and sidewalks;
6. Street lighting;
7. Permanent subdivision boundary monuments and other permanent monuments required by the city engineer;
8. Fire hydrants at locations recommended by the fire chief.

(Ord. No. 2008-05 § 1.)

City of Brawley

City Council

February 17, 2026

Agenda Item No 4g



STAFF REPORT

To: City Council
From: Cristhian Barajas, Development Services Director
Prepared by: Cristhian Barajas, Development Services Director
Subject: **Potential Action to Authorize Agreement with Accela to Implement the City's Integrated Permitting, Inspection, and Business License Software, with a total first-year cost not to exceed \$85,000.**

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Accela for a total first-year cost not to exceed \$85,000, in order to initiate implementation of the City's Integrated Permitting, Inspection, and Business License Software.

BACKGROUND INFORMATION:

The purpose of this item is for the City Council to consider and take action on the procurement of Accela as the City's Integrated Permitting, Inspection, and Business License Software, and to further discuss the proposed use of the platform and its external implementation.

At the January 20, 2026 City Council meeting, Development Services Department (DSD) staff provided an update on the procurement of an Integrated Permitting, Inspection, and Business License Software system. The project has an allocated budget of \$80,000 within the FY 2025–2026 Capital Improvement Program (CIP) under the Heavy Equipment category.

Finance staff identified Development Impact Fee funds as an appropriate source to support the initial software acquisition costs. Additional ongoing funding sources include the City's newly adopted Technology Fee, which captures approximately 5–10% of permit fees to support software and technology-related expenses.

During the January 20 meeting, DSD staff identified Accela as a viable vendor option. Accela is widely used throughout Southern California and is known for its comprehensive permitting and licensing platform, reliability, and broad range of available tools.

City staff and Accela representatives discussed the benefits of implementing the platform in Brawley, including improved customer access, workflow efficiency, and interdepartmental coordination. City Council members requested additional information regarding how typical users would navigate the system, how the platform would be rolled out to the public, and how the City would support customers who may face challenges using digital tools.

The prior staff report included an estimated cost of the five-year agreement, with a first-year cost of \$85,000, as well as a preliminary implementation timeline targeting public availability by Summer 2026.

This item includes the following attachments:

- A) The Subscription Services Agreement - outlining terms and conditions for the use and implementation of the software.
- B) Mutual Action Plan recounting the roles and responsibilities regarding the procurement process to date.
- C) Updated order form reflecting revised start and valid-through dates, along with confirmed language included in the second paragraph of the “Additional Terms.” This form reflects the itemized cost of the tool for years 1-5.
- D) Statement of Work - outlining Accela's role in implementing the platform.
- E) Previous Accela presentation on progress recap and platform benefits.
- F) A new presentation providing additional detail on the platform’s functionality, alongside a breakdown of the cost and implementation timeline.
- G) A draft External Implementation Plan outlining how the City will inform and support customers during the rollout of the new system

The draft External Implementation Plan describes how the City will continue to accept physical applications and plan submittals during the transition period. It also outlines how staff from the respective departments, in coordination with Library resources (including personnel and equipment), will assist applicants by walking them through the new system as needed. The plan further identifies multiple communication strategies to ensure customers are informed about the implementation and available support.

FISCAL IMPACT:

The implementation of a new permitting software system was included in the FY 2025–2026 Budget under the General Fund. However, implementation of this system qualifies as an expansion of services to adjust service levels related to current and future development activity. As such, Governmental Development Impact Fees (Fund 451) may be used to fund the one-time implementation costs for FY 2025–2026 in the amount of \$80,000, which represent 100% of the implementation fees.

For FY26/27 and future years, ongoing software-as-a-service (SaaS) subscription costs will be paid from the General Fund, as these represent recurring maintenance and support expenses.

For FY 2025–2026, a budget adjustment will be required within the Governmental Development Impact Fee Fund to allocate funding for this project under GL Account 451-191.400-730.200 (Technical Services) in the amount of \$85,000.00.

ALTERNATIVES:

City Council may instruct City staff to pursue other software solutions. As a result, the new procurement and implementation timeline for a tool would be moved to mid or late 2026.

ATTACHMENTS:

1. Subscription Services Agreement
2. Mutual Action Plan
3. Order Form (Revised)

- 4. Statement of Work
- 5. Progress Recap and Platform Benefits
- 6. Platform Workflow, Pricing and Timelines
- 7. Draft Accela External Implementation Plan

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

Staff, Title or Consultant, Agency

Armando Garibay, IT Director, ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026

ACCELA SUBSCRIPTION SERVICES AGREEMENT

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

1. DEFINITIONS.

1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "**Service Availability Policy**" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "**Subscription Services**" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "**Software**" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

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

1.14 **“Subscription Period”** means the duration of Customer’s authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS.

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

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

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

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

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

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

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

3. PAYMENT TERMS.

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

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

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

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

5. CUSTOMER DATA.

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

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

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

6. WARRANTIES AND DISCLAIMERS.

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

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

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

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

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

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

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

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

49.1

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

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

11. TERM AND TERMINATION.

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

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

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

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

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

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

12. GENERAL.

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

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

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

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

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

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

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

4g.1

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

4g.2

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

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



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

Proposed by: Tyler Stanchina
Contact Phone: (925) 359-3376
Contact Email: tstanchina@accela.com
Quote ID: Q-38809
Valid Through: 3/31/2026
Currency: USD

Order Form

Address Information

Bill To:

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

Ship To:

City of Brawley

United States

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

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	03/10/2026	03/09/2027	12	\$333.33	30	\$10,000.00
> Accela Building - SaaS	Year 1	03/10/2026	03/09/2027	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 1	03/10/2026	03/09/2027	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 1	03/10/2026	03/09/2027	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 1	03/10/2026	03/09/2027	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 1	03/10/2026	03/09/2027	12	\$10,000.00	1	\$10,000.00
Additional Data Storage (500GB per unit)	Year 1	03/10/2026	03/09/2027	12	\$0.00	5	\$0.00
TOTAL:							\$20,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	03/10/2027	03/09/2028	12	\$2,500.00	30	\$75,000.00
> Accela Building - SaaS	Year 2	03/10/2027	03/09/2028	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 2	03/10/2027	03/09/2028	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 2	03/10/2027	03/09/2028	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 2	03/10/2027	03/09/2028	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 2	03/10/2027	03/09/2028	12	\$30,000.00	1	\$30,000.00
Additional Data Storage (500GB per unit)	Year 2	03/10/2027	03/09/2028	12	\$0.00	5	\$0.00
TOTAL:							\$105,000.00

4g.3

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	03/10/2028	03/09/2029	12	\$2,625.00	30	\$78,750.00
> Accela Building - SaaS	Year 3	03/10/2028	03/09/2029	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 3	03/10/2028	03/09/2029	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 3	03/10/2028	03/09/2029	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 3	03/10/2028	03/09/2029	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 3	03/10/2028	03/09/2029	12	\$31,500.00	1	\$31,500.00
Additional Data Storage (500GB per unit)	Year 3	03/10/2028	03/09/2029	12	\$0.00	5	\$0.00
TOTAL:							\$110,250.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	03/10/2029	03/09/2030	12	\$2,756.25	30	\$82,687.50
> Accela Building - SaaS	Year 4	03/10/2029	03/09/2030	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 4	03/10/2029	03/09/2030	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 4	03/10/2029	03/09/2030	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 4	03/10/2029	03/09/2030	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 4	03/10/2029	03/09/2030	12	\$33,075.00	1	\$33,075.00
Additional Data Storage (500GB per unit)	Year 4	03/10/2029	03/09/2030	12	\$0.00	5	\$0.00
TOTAL:							\$115,762.50

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	03/10/2030	03/09/2031	12	\$2,894.06	30	\$86,821.88
> Accela Building - SaaS	Year 5	03/10/2030	03/09/2031	12	\$0.00	30	\$0.00
> Accela Planning - SaaS	Year 5	03/10/2030	03/09/2031	12	\$0.00	30	\$0.00
> Accela Business Licensing - SaaS	Year 5	03/10/2030	03/09/2031	12	\$0.00	30	\$0.00
> Accela Fire - SaaS	Year 5	03/10/2030	03/09/2031	12	\$0.00	30	\$0.00
ePermitHub Digital Plan Room	Year 5	03/10/2030	03/09/2031	12	\$34,728.75	1	\$34,728.75
Additional Data Storage (500GB per unit)	Year 5	03/10/2030	03/09/2031	12	\$0.00	5	\$0.00
TOTAL:							\$121,550.63

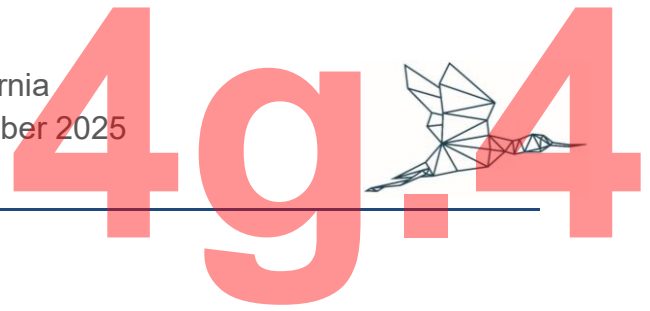
Pricing Summary

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

Additional Terms:

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

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



City of Brawley, California Statement of Work (SOW)

Accela Civic Platform
December 2025
Version 0.1

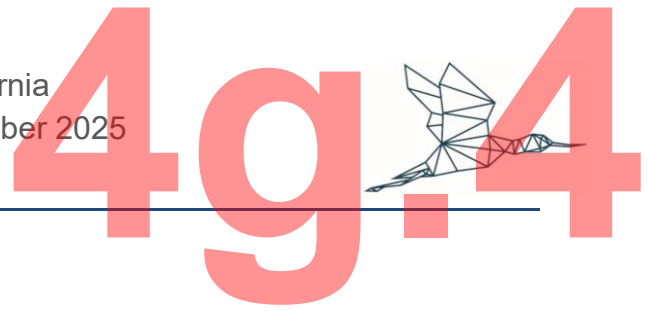
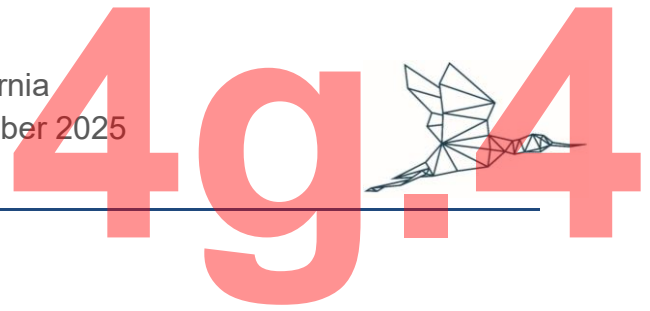


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Document Control

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



1 Project Purpose

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

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

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

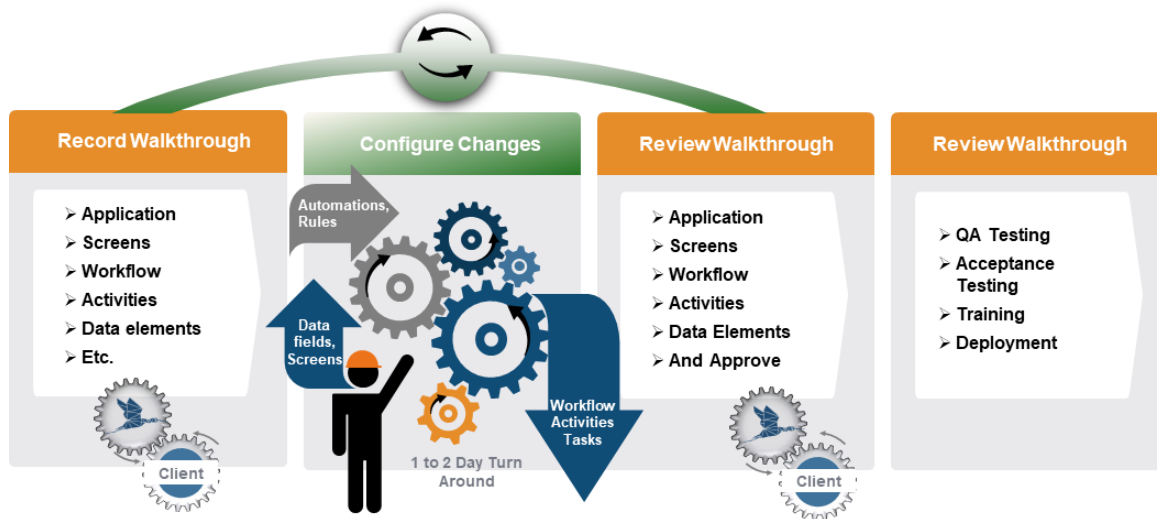
2 Methodology Overview

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

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

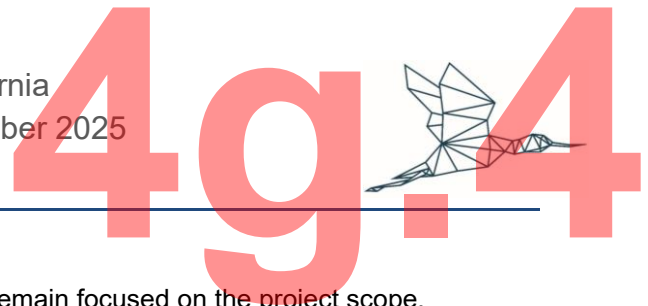
- Complete required integrations
- Complete acceptance testing and implement the “minimum viable solution” in production
- Plan a subsequent phase with additional enhancements and automations to continue advancing the implementation to provide a next level of automation to meet business needs
- Once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

Leveraging Civic Applications Templates



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

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



3 Scope Overview

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

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

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

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

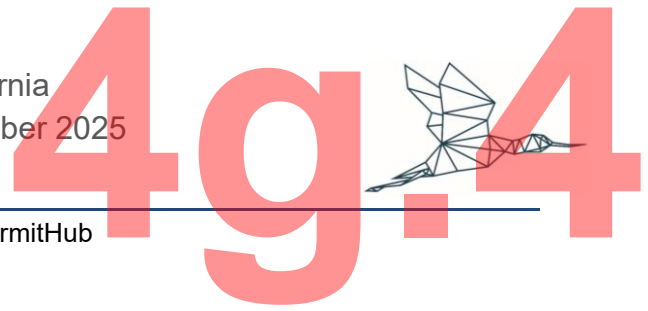
- Avocette is planning to leverage Accela rapid templates methodology which leverages Accela's out of the box templates. This does not include process re-engineering and focuses on reviews and training of the templates that match to the client record types. Any hours spend on matching and updating the templates will consider part of the 250 hours.
 - Avocette will provide a spreadsheet that lists Accela's Civic Application Templates. The City can then select the planning applications, permits and licenses they wish to have enabled. The matching would be the responsibility of the city.
 - Avocette will enable/disable templates based on those identified by the City
 - Avocette will implement branding for the citizen portal
 - Avocette will implement a based set of security roles
 - Modules identified in the scope of project are as follows:
 - Planning
 - Building
 - Business Licensing (Finance)
 - Engineering
 - Fire
 - Enforcement
 - Up to 30 Flat fees
- Avocette will train and guide the City through creation of additional flat fees that may be required
- Standard Inspections records based on templates
 - Avocette will create up to 10 inspections and 5 inspection checklists



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

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

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



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

3.1 Scope of Changes Planned

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

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

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

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

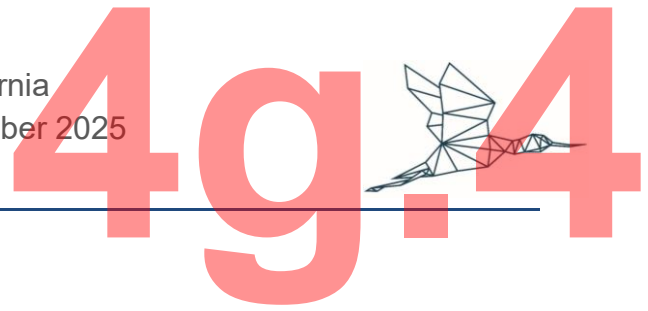
4 Project Cost

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

4.1 Accela Civic Applications

\$45,000

250 hours MAXIMUM for the initial implementation



4.2 ePermitHub

\$20,000

100 hours MAXIMUM for the initial implementation

5 Cost Management

5.1 Payment Schedule

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

6 Project Timeline

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

7 Critical Success Factors

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

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



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

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

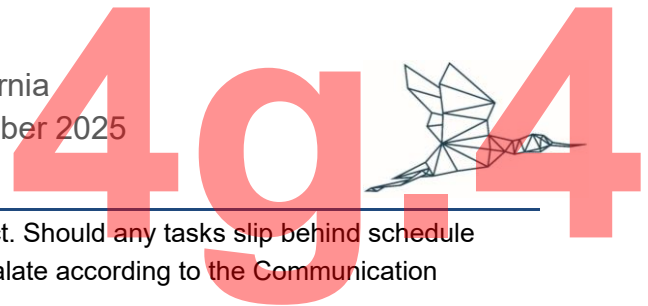
8 Assumptions

8.1 Project Assumptions

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

8.1.1 Scope and Timeline

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



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

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

8.1.2 Configuration and Implementation

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

8.1.3 Training

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



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

8.1.4 Testing

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

8.1.5 Go Live and Go Live Support

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

8.1.6 Project Completion

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

8.2 Project Resourcing Assumptions

8.2.1 Client Resourcing

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



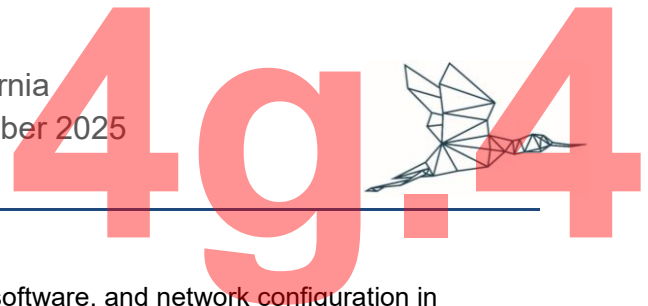
- The Client has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan.
- The Client agrees, during the Initiation Phase of the project, to assign a single designated approver for each major project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

8.2.2 Avocette Resourcing

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

8.2.3 Third Party Resourcing

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



8.3 Solution Assumptions

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

9 Sign Off

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

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



Brawley & Accela Council Overview Presentation – Agenda

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



Progress Recap

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

INTRODUCING

Accela®

Powering your
Civic Velocity
Advantage™

4g.5

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

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

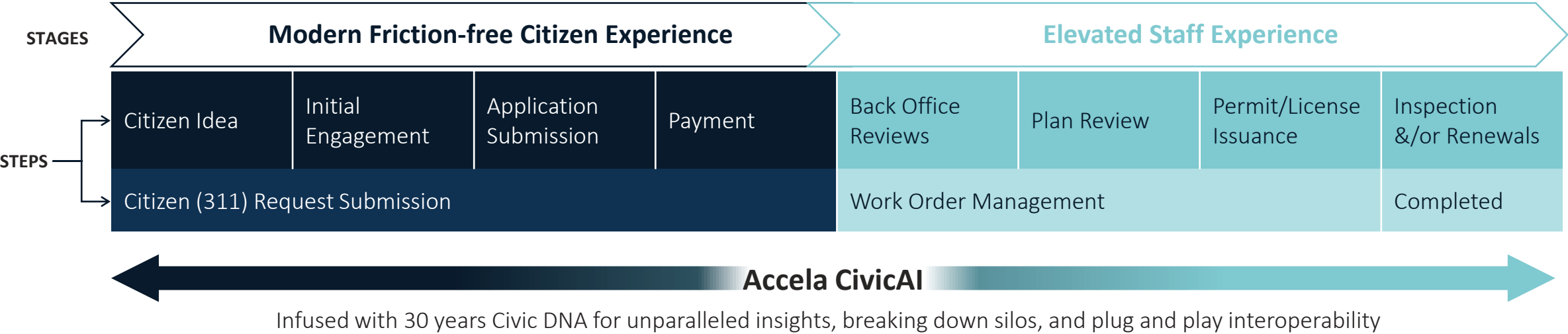
All from a **mission-driven team** of government devotees, regulation enthusiasts, and advanced technologists

ONLY ACCELA

End-to-End Lifecycle Coverage





4g.5

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



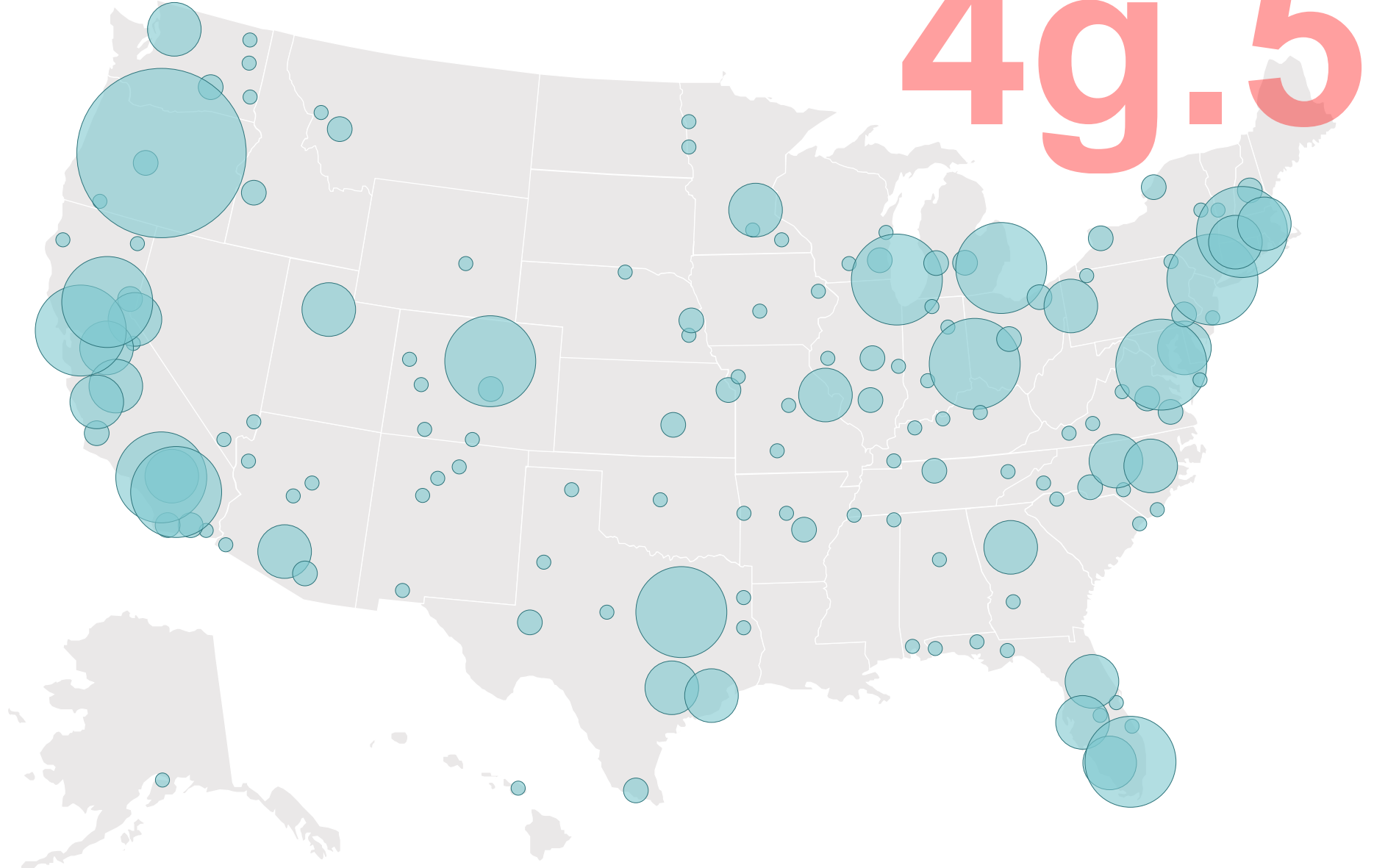
Customer Success Stories

4g.5

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

Accela Everywhere:

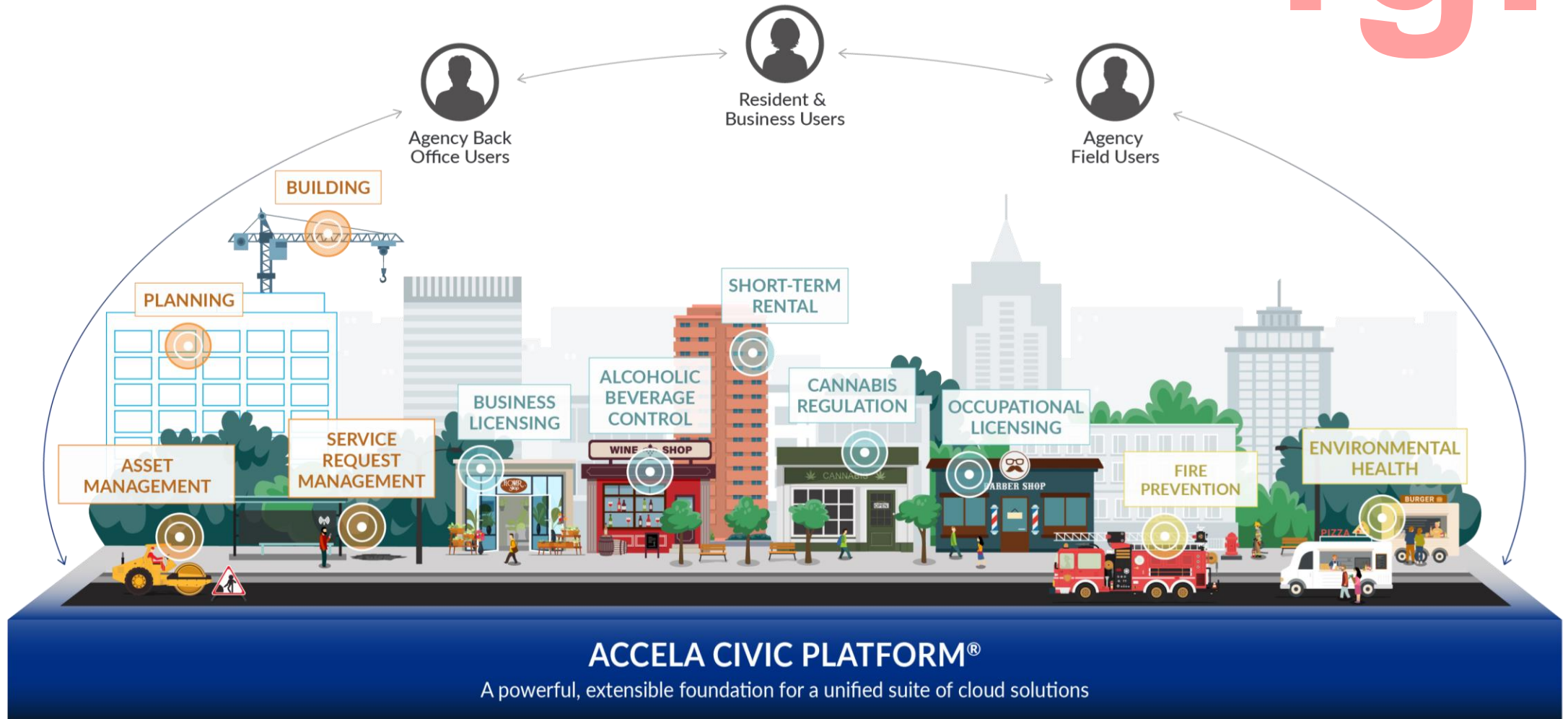
- Over 130 CA Customers
- Over 50 SoCal Customers
- San Diego
- Chula Vista
- Moreno Valley



From Vision to Solutions

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

4g.5



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

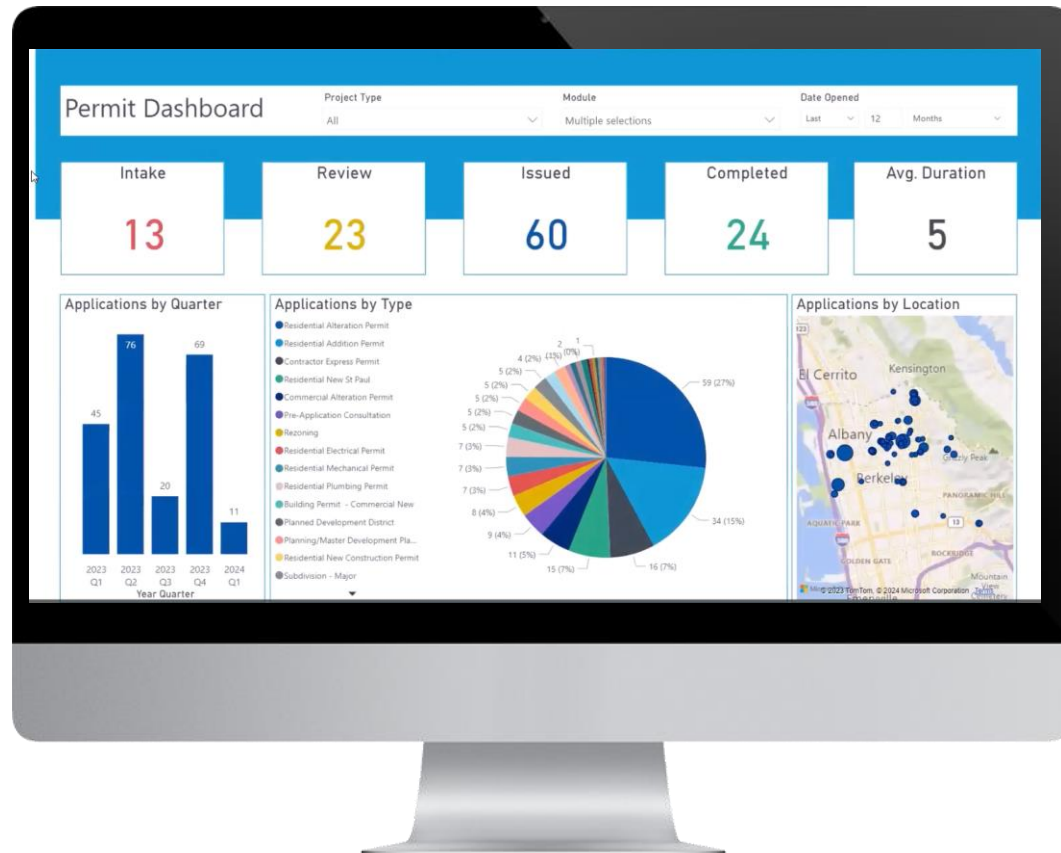


Brawley & Accela Presentation Agenda

- Permit Submittal + Back-Office Walkthrough
- Avocette Implementation Timeline
- Avocette Implementation Pricing Overview
- Accela Pricing Overview
- Closing

Implementation

Avocette
4g.6



-  Avocette Introduction
-  Scope of the Implementation
-  How we Implement
-  Timeline and Stages
-  Implementation Costs

Scope of Services



Configuration

- ✓ **Branding**
- ✓ **Templates for**
 - Planning
 - Building
 - Business Licensing
 - Engineering
 - Fire
 - Enforcement
- ✓ **Reports Templates**
- ✓ **Dashboard Templates**
- ✓ **Fees (Shared)**
- ✓ **Inspections (Shared)**



Integrations

- ✓ **Online Payment Processor**
- ✓ **Single Sign-on**
- ✓ **Outlook/Exchange**
- ✓ **Finance Extract**



Accela Training

- ✓ **Accela University**
- ✓ **Administration**
 - Basic config
 - Fees
 - Inspections
 - Reporting
- ✓ **Business Training**
 - Planning
 - Building
 - Business Licensing
 - Engineering
 - Fire



ePermitHub Plan Review

- ✓ Environment Setup
- ✓ Base Templates
- ✓ Base Automations
- ✓ Train End Users
- ✓ Train Admin

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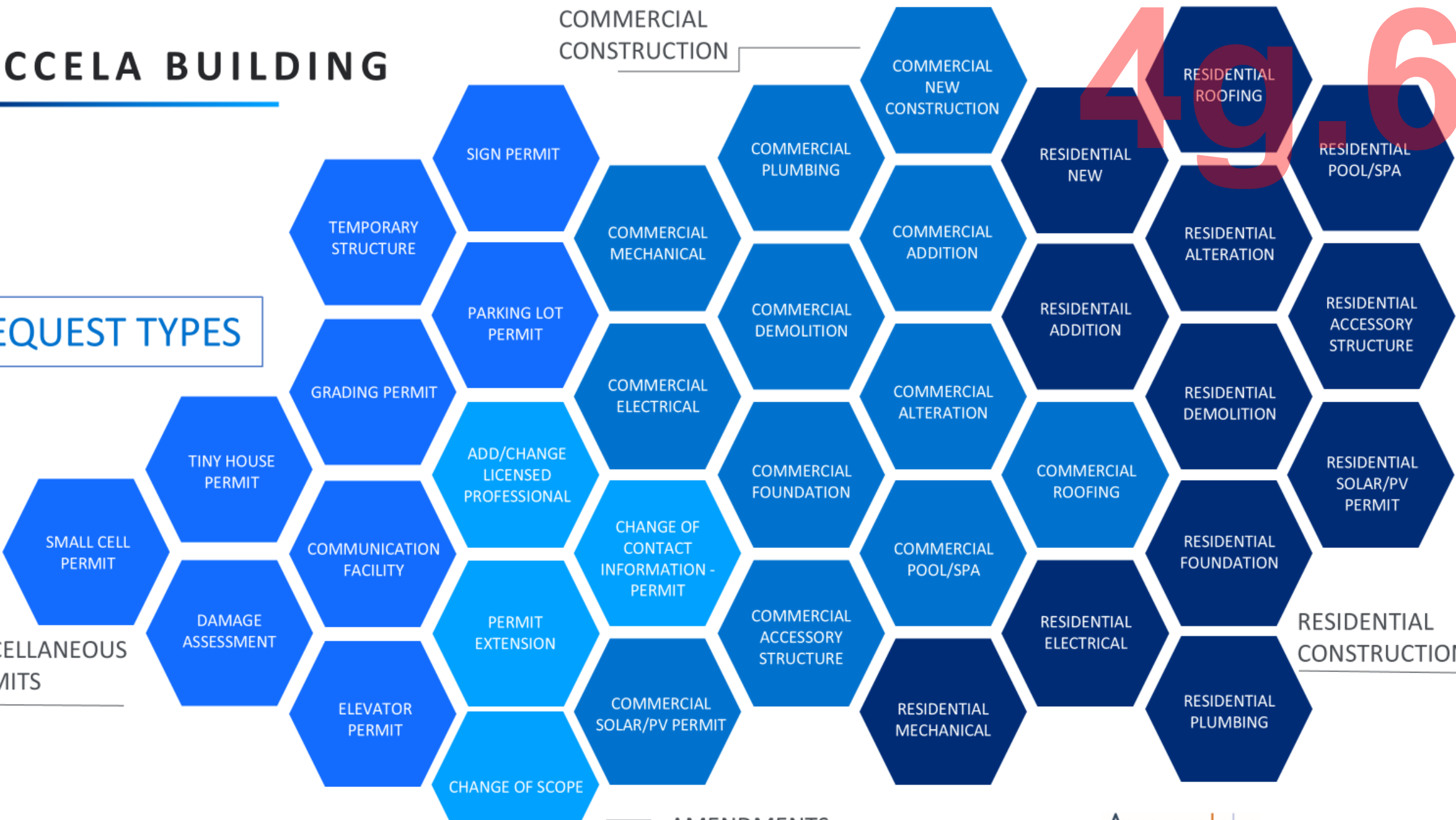
ACCELA BUILDING

REQUEST TYPES

MISCELLANEOUS PERMITS

COMMERCIAL CONSTRUCTION

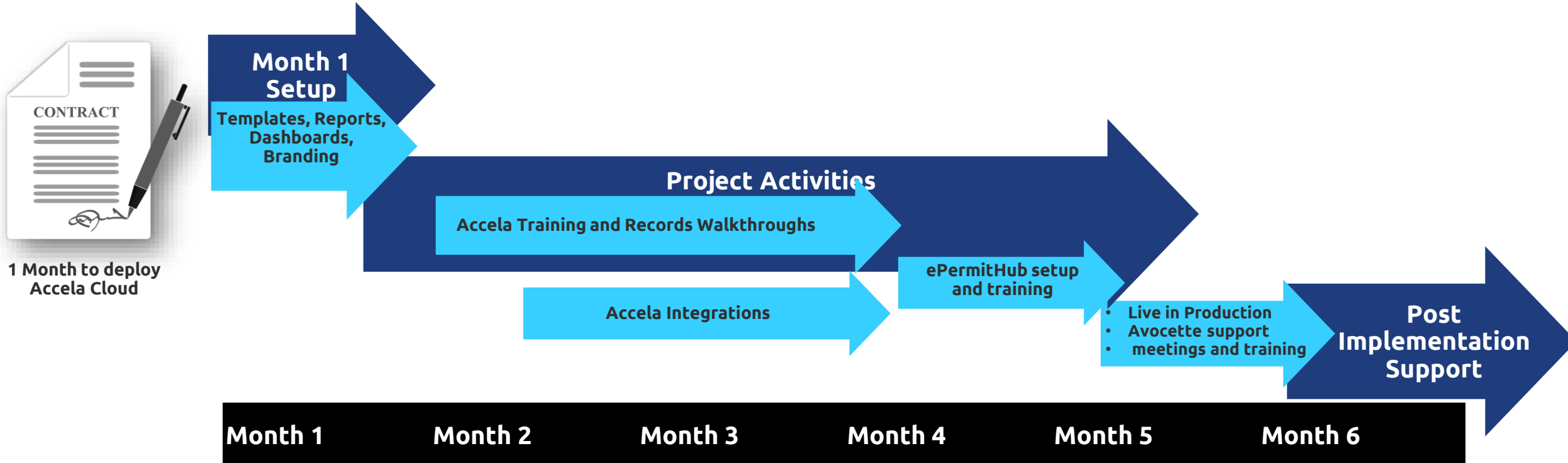
RESIDENTIAL CONSTRUCTION



Implementation timeline / Expected go-live

49.6

- Project – 5 Months
- Post Implementation 1 Month



4g.6

Implementation Pricing

- Accela Implementation: \$45,000
- ePermitHub Implementation: \$20,000
- Total Implementation Hours: 350
- Total Implementation Cost: \$65,000



Accela Software Pricing

49.6

Year 1	Year 2	Year 3	Year 4	Year 5	Total
B&P BL Fire 30 Users PPU: \$333.33	B&P BL Fire 30 Users PPU: \$2,500	B&P BL Fire 30 Users PPU: \$2,625	B&P BL Fire 30 Users PPU: \$2,756.25	B&P BL Fire 30 Users PPU: \$2,894.06	B&P BL Fire 30 Users +ePH
SaaS: \$10,000 ePH: \$10,000	SaaS: \$75,000 ePH: \$30,000	SaaS: \$78,750 ePH: \$31,500	SaaS: \$82,687.50 ePH: \$33,075	SaaS: \$86,821.88 ePH: \$34,728.75	
Year 1 Total: \$20,000	Year 2 Total: \$105,000	Year 3 Total: \$110,250	Year 4 Total: \$115,762.50	Year 5 Total: \$121,550.63	5-Year Total: \$472,563.13

Discount Summary:

- **86%** First Year Discount
- **30%** Discount Across Remainder of Contract
- Discounts Applied: Cost Savings of **\$226,000**
- **5-Additional Terabytes** of Data Storage **Free**





4g.7

City of Brawley – Accela Civic Platform

External Implementation and Public Communication Plan

Introduction

The City of Brawley is preparing to implement the Accela Civic Platform to modernize how residents, businesses, consultants, and partner agencies interact with the City for licensing, permitting, and plan review services. This transition is intended to improve customer service, increase transparency, and create more efficient and consistent workflows across departments.

This External Implementation and Public Communication Plan is customer-oriented and outlines how the City will communicate changes, prepare users, provide assistance, and remain responsive to feedback before, during, and after the public launch of the platform. The intent is to make the rollout understandable, predictable, and supportive for those who regularly do business with the City, while maintaining service continuity.

This document does not describe the internal workflows, configuration, or staff training components of the Accela implementation. Some of those elements are partially addressed in the approved proposal and internal implementation materials. Instead, this plan serves as a practical roadmap for external outreach, education, and customer support.

Purpose

The purpose of this document is to outline the steps City staff will take to:

- Inform clients and members of the public about the upcoming implementation of the Accela Civic Platform;
- Clearly communicate what is changing, what is not, and when those changes will occur;
- Provide accessible guidance and support to users navigating the new system;
- Maintain transparency regarding implementation progress and system performance; and

- 4g.7
- Establish feedback channels that allow the City to identify issues early and continuously improve the user experience.
-

Departmental Input and Coordination

This document has been prepared with input from all City departments that will have access to and utilize the Accela platform, including:

- Development Services
- Information Technology
- Finance
- Public Works
- Fire
- Parks and Recreation
- City Manager's Office
- Library

Each department will identify a primary point of contact to support external communications, assist with content development, and help respond to public inquiries related to the platform.

External Communication and Engagement Strategy

1. Press Release

Upon City Council approval of the Accela implementation, the City Manager's Office will share a public-facing announcement as part of the City's standard Council meeting highlights. This communication will notify the public of the City's decision to authorize the platform's implementation, briefly explain its purpose, and direct readers to additional information on the forthcoming project website.

2. Interim Project Webpage

Similar to the [City's User Fee Study webpage](#), the Information Technology Department—supported by the Development Services Department—will prepare a draft Accela project webpage for City Manager's Office review and approval. The webpage will serve as the primary temporary source of information for residents and clients and will include:

- A general overview of the project and its objectives;
 - Anticipated timelines and key milestones;
 - Frequently Asked Questions (FAQs);
 - What users can expect in terms of workflow changes and system access;
-

- Basic instructions and reference materials; and
- Links to relevant City Council actions, contracts, and proposal documents.

Upon launch, the interim webpage will be shared via social media and briefly discussed at the nearest Council meeting. The webpage will be updated periodically as the project progresses and during the first year following launch.

After the Accela Citizen's Portal, the permitting platform, is fully operational, the interim project webpage may remain available for a limited time or be nested within the new portal.

3. Project Inbox and Tiered Support Model

The Information Technology Department will assist in establishing a centralized, City-managed project inbox for members of the public to submit questions, suggest improvements, report issues, and request troubleshooting assistance. The inbox will also be used to share official project notifications and updates.

Participating departments—Development Services, Finance, Public Works, Fire, and the City Manager's Office—will identify staff responsible for monitoring and triaging messages received through this inbox.

To ensure requests are addressed efficiently and consistently, inquiries will be managed through a tiered support approach:

1st Level – Procedural Support

Departmental staff will review and respond to requests related to process and application requirements. These may include questions about which permit or license to apply for, required attachments, application completeness, or general project status. This level may also include guidance on known system limitations, including temporary workarounds.

2nd Level – Technical Support

If an issue cannot be resolved procedurally, departmental staff will flag and annotate the request for IT review. In addition, that request will be forwarded to the Helpdesk inbox. These requests may involve file format or file size errors, difficulty uploading materials, or other technical issues that staff cannot resolve directly.

3rd Level – Software/Vendor Support

After review by IT, confirmed system bugs or platform-level issues will be escalated to the Accela vendor for resolution. IT will remain the primary point of contact for coordinating vendor communication and tracking outcomes.

Any workflow refinements identified through this process will be implemented collaboratively by the relevant departments and IT, consistent with the internal implementation plan.

4. Social Media Engagement

The Information Technology and Development Services Departments will assist with drafting social media posts to raise awareness of the City's implementation of the new platform. Posts may highlight project milestones, anticipated launch timing, and instructions for accessing the system once it is live. All content will be submitted through the City's established communications review process for approval by the City Manager's Office.

5. Targeted Email Communications

Participating departments will identify points of contact to compile and maintain a master email list of frequent users who may benefit from more personalized communication about the new platform. Development Services will coordinate preparation of draft messages with input from other departments.

Examples include:

- **Development Services:** Consultants, developers, contractors, and local or regional agencies;
- **Finance:** Downtown merchants and major businesses;
- **Public Works:** Utility companies and infrastructure partners;
- **Fire:** Fire permits regular applicants and service providers; and
- **City Manager's Office:** Additional agencies or stakeholder groups that would benefit from direct updates.

These communications will focus on how the implementation may affect routine interactions with the City and where to find support.

6. Professional Groups and Advisory Bodies

Where feasible, City staff will provide brief updates on the Accela implementation through professional associations, advisory bodies, and interagency settings (such as seminars or ICTC meetings). This outreach is intended to support broader dissemination of information within professional and regulatory networks.

7. Webinars and Videos

Following the public launch of the Accela portal, City staff will host a series of four virtual webinars focused on common use cases. It is recommended that the webinars be themed, including at least one session for the general public (e.g., minor permits) and additional sessions tailored to consultants, developers, and agencies.

Webinar recordings will be posted on the project webpage for on-demand viewing. City staff will evaluate, at a later date, whether additional training sessions would be beneficial. Each department will identify content relevant to its services and coordinate with IT to support webinar delivery. The webinar schedule will be shared through social media and informational updates to City Council.

Separately, it is strongly encouraged that each department prepare materials that clearly identify, describe, and provide easy-to-understand instructions for each type of permit and license available via the platform. That way, residents will be able to understand which type of request they should submit.

8. Printed Materials

Each participating department will prepare concise fact sheets or brief brochures outlining the general steps for using the platform for their services. These materials will be made available at public counters and, if the budget allows, by mail. Development Services will assist with layout and formatting to ensure consistency, and IT will review content for clarity and accuracy. Printing costs should be covered by departmental communications budgets where feasible.

9. In-Person Assistance and Accessibility

City staff will be trained to navigate the platform from a customer's perspective using both desktop and mobile devices. Staff may provide guidance to residents who need assistance submitting applications online. Paper submittals will continue to be accepted when appropriate and entered into the system by staff to ensure complete recordkeeping.

In addition, the City of Brawley Library will provide workstations for residents to submit simple license or permit requests. This in-person assistance is intended to help address accessibility concerns and bridge potential digital divide issues.

The IT Department will provide staff with general guidance on the use of external storage devices on City equipment and best practices for navigating users who are using third-party equipment.

10. Accela's Citizen Portal

The Accela team, in coordination with the City's IT department, will implement the Citizen Portal. City Manager's Office and City staff might decide to adopt a new name. This will be the main portal customers navigate to apply for new permits, licenses, etc.

11. Interface with the Brawley Connect App

The Information Technology department will coordinate configuring the current Brawley Connect app to redirect prospective permit/license applicants to the Accela Citizen's Portal. While the portal is set up, staff can temporarily redirect people to the interim project webpage for those seeking additional information on implementation.

Brawley Connect will continue to operate as the primary platform for our constituents to submit non-permit-related service requests for staff review. Future webinars and reports will emphasize the distinction between the two tools as they will continue to operate in parallel.

12. Reporting and Transparency

City staff will coordinate periodic reports to assess platform performance, user experience, and implementation outcomes. It is recommended that informational updates be provided to City Council on the following schedule:

- Quarterly during the first year after launch;
- Semiannually during the second year; and
- Annually thereafter.

Such reporting could also be presented in the context of the department's overall updates, milestones, and achievements. Any major platform or workflow changes that materially affect users may warrant focused updates outside this regular reporting schedule.

Conclusion

The Accela Civic Platform represents an important investment in how the City of Brawley delivers public services. The steps outlined in this External Implementation and Public Communication Plan are intended to support a thoughtful, user-centered transition—one that prioritizes clarity, accessibility, and responsiveness.

By combining clear communication, multiple avenues for assistance, and ongoing transparency, the City aims to minimize disruption while maintaining a high level of service

throughout the rollout. This plan provides a flexible but structured framework to help ensure the platform's successful launch and long-term value to residents, businesses, and partner agencies alike.

DRAFT

4g.7

City of Brawley

City Council

February 17, 2026

Agenda Item No 4h

STAFF REPORT



To: City Council
From: Jonathan Blackstone, Interim Chief of Police
Prepared by: William Smerdon, City Attorney
Subject: Joint Use Agreement with Imperial Community College District

RECOMMENDATION:

Approve Joint Use Agreement with the Imperial Community College District and delegate authority to the Interim Chief of Police to execute the agreement.

BACKGROUND INFORMATION:

The Imperial Community College District (IVC) operates a police academy. For several years, IVC and the Brawley Police Department (BPD) have maintained an informal arrangement:

- BPD provides IVC access to City-owned police training equipment for academy use.
- IVC provides BPD access to its police academy facility to conduct perishable skills training.

The proposed Joint Use Agreement formalizes this longstanding arrangement and clearly defines responsibilities, including:

- Insurance requirements
- A joint indemnification agreement
- Other standard operational and legal provisions

Formalizing the agreement ensures clarity, protects both parties, and preserves the mutually beneficial collaboration that has been in place for years.

FISCAL IMPACT:

There will be no fiscal impact, this arrangement has been ongoing informally and the insurance specified in the agreement is already in place.

ALTERNATIVES:

The Council could decline to approve the proposed Joint Use Agreement, but in that event, BPD would likely need to secure an alternative facility for perishable skills training, which could result in substantial additional costs.

ATTACHMENTS:

1. Joint Use Agreement
2. Resolution 2026-05 Joint Use Agreement with ICCD

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

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

REPORT APPROVAL(S):

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

Status – Date of Status
Approved - 2/10/2026
Approved - 2/10/2026

4h

**JOINT-USE AGREEMENT
BETWEEN
IMPERIAL COMMUNITY COLLEGE DISTRICT
AND
CITY OF BRAWLEY
FOR
PUBLIC SAFETY TRAINING
(Police Department)**

THIS JOINT-USE AGREEMENT ("Agreement") is made on **January 5, 2026**, by and between the Imperial Community College District, a California public community college district ("District"), and the City of Brawley, a California political subdivision, on behalf of its Police Department ("City"). District and City may be referred to collectively as the "Parties."

RECITALS

WHEREAS, District and City desire to share resources for their respective law enforcement training programs;

WHEREAS, City requires space for its Police Department to conduct public safety training for its employees ("City's Program");

WHEREAS, District has available space at its Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property"), as described and depicted in **Exhibit "A"** attached hereto;

WHEREAS, District desires to allow City to use certain facilities on the Property for City's Program, as set forth in this Agreement;

WHEREAS, District offers law enforcement training through its Police Academy Program, which is a part of the District's Public Safety Department ("District's Program") and which would benefit from the use of equipment owned by City's Police Department;

WHEREAS, District, pursuant to section 81420, et seq., of the Education Code, is authorized to enter into an agreement with a city or county for the joint use of the District's real property and buildings; and

WHEREAS, District's Governing Board, pursuant to section 81422 of the Education Code, has determined that City's use of the District's facilities for City's Program will not interfere with the educational programs or activities of any school or class conducted on the Property;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

Section 1. Title to Property. The Parties acknowledge that title to the Property is held by the District.

Section 2. Use of Property. District agrees to allow City use of certain facilities on the Property for the operation of the City's Program ("Premises") described in the attached **Exhibit "B,"** during the days and times mutually scheduled and agreed upon by the Parties, subject to availability and so long as City's use does not interfere with District's operations, use and needs. City shall have exclusive use of the Premises during its scheduled days and times to operate City's Program, subject to modification by the Parties.

Section 3. Term. The term of this Agreement shall commence on January 5, 2026 and shall remain in effect for three (3) years, ending on January 5, 2029 ("Term").

Section 4. Renewal. This Agreement may be renewed upon the mutual written agreement of the Parties. If either party wishes to renew this Agreement for an additional term, which shall not, under any circumstances, exceed five (5) years, it shall notify the other party in writing at least ninety (90) days before the expiration of any Term of this Agreement. Prior to each renewed Term, the District's Governing Board shall make the findings required by Education Code section 81422.

Section 5. Custodial Services, Maintenance, and Repairs. District shall provide custodial services, maintenance, and repairs to the Premises. City shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by City during City's scheduled use.

Section 6. Security. City shall be responsible for the security of the Premises at all times during its use.

Section 7. Possession and Condition of Premises. City hereby acknowledges, understands, and agrees that the Premises, including portions of the Property used for ingress and egress, are rented to the City on an "As-Is," "Where-Is," and "With any and all faults" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of City's Program, and City expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Premises or Property. By entry into and taking possession of the Premises pursuant to this Agreement, City accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the commencement date of this Agreement. The District shall in no event be liable for any latent defects.

Section 8. Improvements or Alterations. City shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District.

Section 9. Termination.

A. Termination for Convenience

1. Either party may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination.
2. Neither party shall be required to provide just cause for termination in the written notification.

B. Termination for Cause. Either party may terminate this Agreement immediately, with written notification, for cause. Cause shall include, without limitation:

1. Material violation of this Agreement by the City; or
2. Any act by City exposing the District to liability to others for personal injury or property damage; or

- 4h.1
3. City is adjudged a bankrupt, City makes a general assignment for the benefit of creditors or a receiver is appointed on account of City's insolvency.

- C. **Restoration of Premises.** Following each use of the Premises, City shall be responsible to restore the Premises to its condition prior to using the Premises, with no damage thereto, reasonable wear and tear excepted.

Section 10. City's Equipment. Title to City's personal property and equipment ("City's Equipment") brought onto the Premises for City's Program shall be held solely by City. All of City's Equipment shall remain the personal property of City. Following each use of the Premises for City's Program, City shall remove its Equipment from the Premises.

Section 11. Destruction.

- A. If the Premises or the Property is damaged or destroyed so as, in District's judgment, to hinder the normal operations of City's Program, Rent shall abate in proportion to the loss of use from the date such damage or destruction occurs until City is able to commence normal operations.
- B. District and City waive any statutory rights to terminate this Agreement on account of damage or destruction.

Section 12. Program and Staffing. City shall be solely responsible for the administration and operation of City's Program, including the hiring and training of all employees and the cost of any materials, supplies, or equipment for City's Program.

Section 13. Non-Discrimination. City and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. City covenants to meet all requirements of District pertaining to non-discrimination in employment. If City is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in breach of this Agreement.

Section 14. Alcoholic Beverages/Illegal Drugs/Noise/Animals. Any uses, that involve the serving and/or sale of alcoholic beverages or illegal drugs and/or the conducting of games of chance, are prohibited on the Premises. City shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. City shall not use or permit the use of the Premises or any part thereof for any purpose, which is inimical to public morals and/or welfare or morally objectionable as unsuitable for a public educational facility. City agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Premises. No animals are allowed on the Premises unless they are trained and controlled law enforcement animals that are a part of City's Program.

Section 15. Hold Harmless/Indemnification. To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by City in conjunction with the performance of this Agreement, unless

caused wholly by the sole negligence or willful misconduct of the indemnified parties; and in case any action or proceeding be brought against District, City shall defend the same at City's expense.

Section 16. Insurance.

- A. Commercial General Liability Insurance.** City shall, during the term of this Agreement, maintain in force, insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability with District, its Board, officers, officials, employees, agents and volunteers, at City's expense, named as additional insureds under such policies. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- B. Auto Insurance.** City shall, during the term of this Agreement, maintain in force, a comprehensive auto liability policy with District, its Board, officers, officials, employees, agents, and volunteers, at City's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- C. Workers' Compensation Insurance.** During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and City's occupancy of the Property, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.
- D. City's Equipment Insurance.** City acknowledges that the insurance to be maintained by District on the Property will not insure any of City's Equipment, property, or any improvements made by City, unless otherwise provided for in the Parties' Equipment Use Agreement attached hereto as **Exhibit "C."** Accordingly, City shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by City and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of City's property.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronic mail, addressed as follows:

IMPERIAL COMMUNITY COLLEGE DISTRICT
380 E. Aten Road
Imperial, CA 92251
Attn: Brett Houser, Interim Dean
Email: brett.houser@imperial.edu

CITY OF BRAWLEY
351 Main Street
Brawley, CA 92227
Attn: Jonathan Blackstone, Chief
Email: jblackstone@brawley-ca.gov

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

Section 18. Subcontract and Assignment. City shall not assign its rights, duties, or privileges under this Agreement, nor shall City subcontract or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the District. Any such attempt without District written consent shall be void.

Section 19. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 21. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.

Section 22. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, each party shall bear its own costs of suit, including attorneys' fees.

Section 23. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by electronic mail or facsimile, and all counterparts together, whether original, electronic, or facsimile, shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____

Dated: _____

IMPERIAL COMMUNITY COLLEGE DISTRICT

CITY OF BRAWLEY

By: _____

By: _____

Print Name: Dr. Lennor M. Johnson

Print Name: _____

Print Title: Superintendent/President

Print Title: _____

EXHIBIT "A"

Description of Property and Site Map

4h.1

The District's site depicted below is known as the Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property").

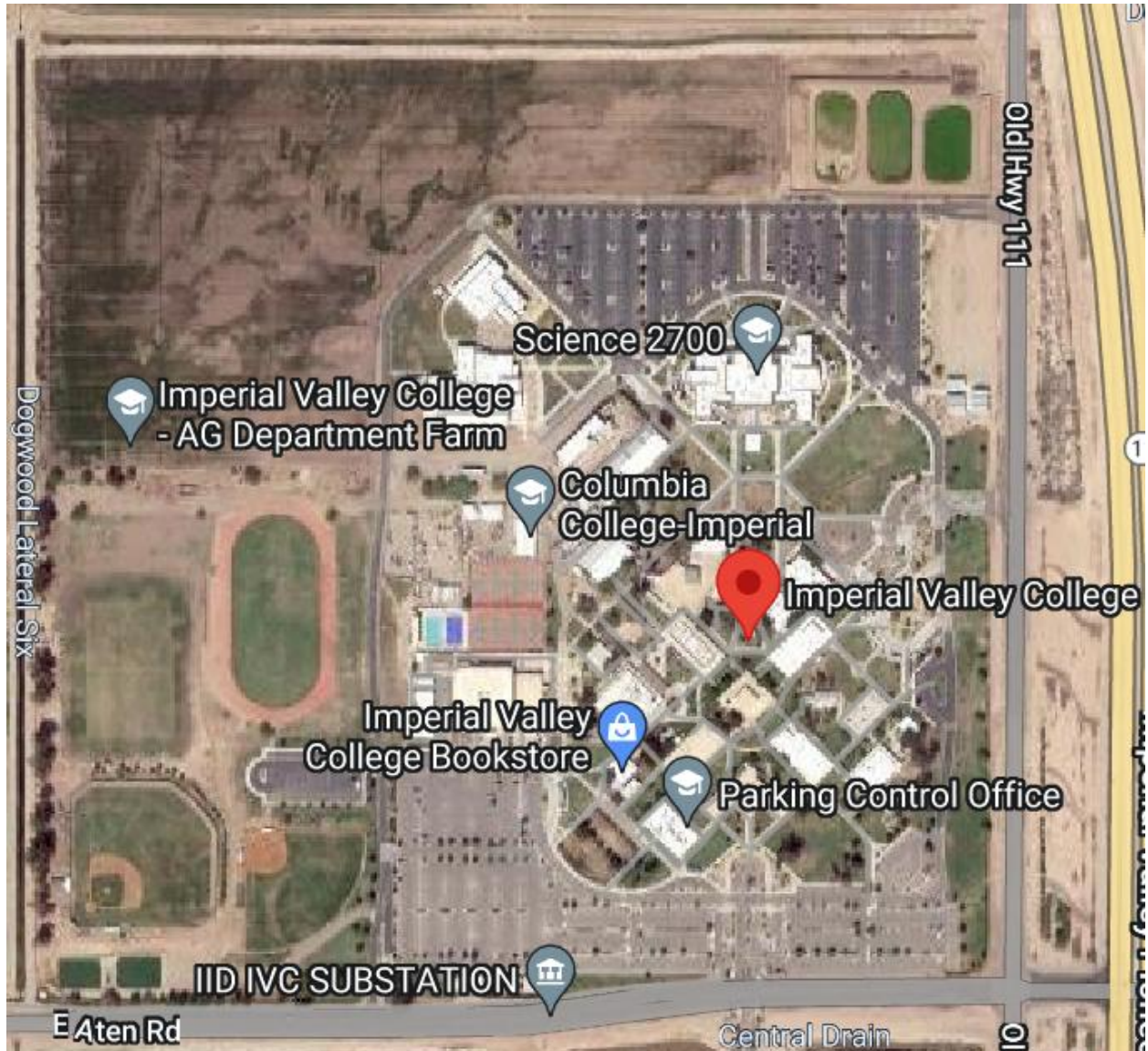


EXHIBIT "B"

Description of Premises

4h.1

District may make available for City's use the following rooms, premises, and/or other spaces as described below and as indicated on the map below ("collectively, Premises"), located at Imperial Valley College Campus, 380 E. Aten Road, Imperial, California 92251:

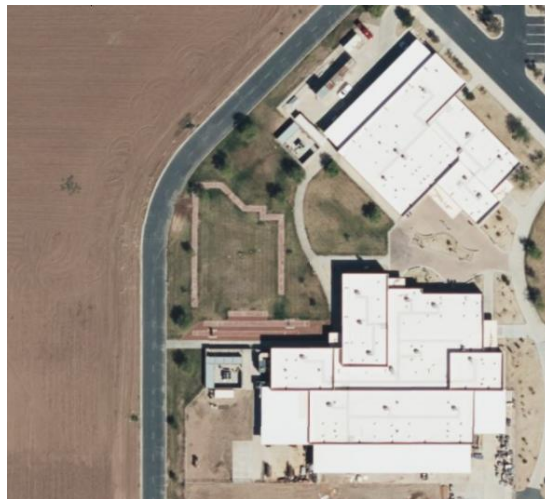
Rooms: 3200 classrooms, as available.

Fields: IVC Track and Field, and POST Obstacle Course, as available, which are depicted below.

IVC Track and Field



POST Obstacle Course



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
APPROVING THE PROPOSED JOINT USE AGREEMENT BETWEEN THE CITY
OF BRAWLEY AND THE IMPERIAL COMMUNITY COLLEGE DISTRICT**

WHEREAS, the City and the Imperial Community College District (“District”) desire to share resources for their respective law enforcement training programs; and

WHEREAS, the City and the Imperial Community College District (“District”) have been sharing resources for their respective law enforcement training programs for several years without any formal agreement or memorandum of understanding; and

WHEREAS, it is in the mutual best interests of the City and the District to continue sharing resources; and

WHEREAS, it is prudent that the City and the District enter into a written agreement formalizing the arrangement whereby the parties will continue to share resources; and

WHEREAS, it is in the best interests of the City to enter into the proposed Joint Use Agreement with the District; and

WHEREAS, it is convenient to delegate authority to sign the Joint Use Agreement to the Interim Chief of Police, Jonathan Blackstone, on behalf of the City; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The proposed Joint Use Agreement is hereby approved.
2. That Jonathan Blackstone, Interim Chief of Police, is authorized to execute the Joint Use Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Brawley City Council held on February 17, 2026.

CITY OF BRAWLEY, CALIFORNIA

JJ Galvan, Mayor

ATTEST:

Ana Gutierrez, City Clerk

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

4h.2

I, Ana Gutierrez, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2026-05 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of February 2026, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: February 17, 2026

Ana Gutierrez, City Clerk

City of Brawley

City Council

February 17, 2026

Agenda Item No 4i

STAFF REPORT



To: City Council
From: April Hodgson, Parks & Recreation Manager
Prepared by: April Hodgson, Parks & Recreation Manager
Subject: **Updated City of Brawley Parks & Recreation Department Sports Volunteer Application Form**

RECOMMENDATION:

Staff recommends that Council approve the revised City of Brawley Parks & Recreation Department Sports Volunteer Application Form.

BACKGROUND INFORMATION:

The City of Brawley Parks & Recreation Department has revised its Sports Volunteer Application Form to clarify screening, expectations, and the City's authority, reducing risk and ensuring program integrity.

Key additions include:

1. Volunteer approval is not guaranteed – a satisfactory LIVESCAN/fingerprint background check does not automatically ensure acceptance.
2. City discretion – the City may refuse, remove, or disqualify volunteers deemed unfit.
3. Standards of conduct – volunteers may not participate while under the influence of alcohol, drugs, or other intoxicating substances.

Rationale:

- Clearly communicates that approval is discretionary, protecting the City from liability.
- Sets expectations for safe and responsible conduct.
- Provides legal support for staff to deny or remove volunteers if necessary.

The revised form has been reviewed and approved by the City Attorney and aligns with City policies for volunteer screening, conduct, and oversight.

FISCAL IMPACT:

None. The revisions to the form do not result in additional costs to the City.

ALTERNATIVES:

Council may choose to:

1. Approve the revised volunteer form, which clarifies the City's discretion to accept or deny applicants and strengthens volunteer standards.
2. Approve the form with Council-directed modifications.

- 3. Continue the item for additional information or review.
- 4. Decline approval and retain the existing form.

ATTACHMENTS:

- 1. Original_City of Brawley Parks & Recreation Department Sports Volunteer Application Form
- 2. Revised_City of Brawley Parks & Recreation Department Sports Volunteer Application Form
- 3. Volunteer Program Manual

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

Staff, Title or Consultant, Agency

Emmet Fried, Assistant to the City Manager,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026



City of Brawley Parks & Recreation Department Sports Volunteer Application Form

The following information will be needed in order to process your live scan

4i.1

Full Name: _____ Are you over 18? YES NO

Full Address: _____
Street City State Zip

Phone Number: _____ Cell Phone: _____

E-Mail Address: _____

In Case of Emergency, please contact: _____
Name Phone Relationship

VOLUNTEER BACKGROUND

What would you like to volunteer for? _____

I would like to be: _____ HEAD COACH _____ ASSISTANT COACH _____ REFEREE _____ TEAM PARENT

****PLEASE NOTE, IF THERE ARE NOT ENOUGH HEAD COACH VOLUNTEERS, I WILL ASK ASSISTANT COACHES TO
VOLUNTEER AS HEAD COACHES****

What age/grade level would you like to coach/referee? _____ Shirt Size: _____

What is your coaching/refereeing experience?

I _____ understand It is a requirement to be fingerprinted (LIVESCANNED) for the volunteer coaching/referee/team parent. I will need to make arrangements with Parks & Recreation for an appointment. I understand there is no charge for this service. I understand that I am subject to an interview with the Parks and Recreation Manager and Police official. I understand that a background check will be done in order to become a volunteer for the City of Brawley Sports program.

I understand that associated with my coaching/refereeing/team parents' responsibilities with the City of Brawley Parks and Recreation Dept. I may have the right to know certain personal and confidential information regarding participants that I may work with. I agree to hold all information I may have to confidential and not discuss or share any information to unauthorized parties.

I hereby waive all claims for injury or accident or liability of any employees, managers, officers, sponsors, coaches, or members of any team participating in the program. I am aware that there is NO INSURANCE of any kind through the City of Brawley to cover participants. I am aware that I should be in good physical shape and that it is recommended that I HAVE MY OWN PERSONAL ACCIDENT OR HEALTH INSURANCE. I HAVE READ CAREFULLY THIS RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. By signing this form, you agree to the Disciplinary Sanctions, Code of Ethics, Coaches Responsibilities attached to this sheet and put forth by the City of Brawley.

Print Name: _____

Signature: _____

Date: _____

City of Brawley Parks & Recreation Department

Sports Volunteer Application Form

The following information will be needed in order to process your *live scan*

4i.1

ACTION	SANCTION
1. Aggressive confrontation with official, staff, coach, player or spectator before or during practice or game.	Removal from game and facility/park One (1) game suspension from the following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Aggressive confrontation after practice or game with official, staff, coach, player or spectator.	One (1) game suspension from the following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Foul language during the program by official, staff, coach, player or spectator	One (1) game suspension following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Any aggressive confrontation following a one (1) game suspension 2. Threat or engagement in physical violence towards official, staff, coach, player or spectator. 3. Physical/verbal threat or abuse of a child	Termination, from attendance and team for the season or indefinitely. Facility/Park restriction.

The City of Brawley reserves the right to both interpret and enforce these sanctions on a non-negotiable, case by case basis. Violations will be applied to ALL TEAMS coached in the program.

Persons forfeiting a game due to a disciplinary sanction will face immediate termination as a coach, from attendance and team for the season or indefinitely. **No refunds will be given in under any circumstances.**

Persons whose actions have warranted a disciplinary sanction hold the right to a written appeal to be submitted within 48 hours of notification of disciplinary sanction. Appeals will be heard by the Parks and Recreation Manager, City Manager, and one Veteran Official, and one Veteran Coach or whomever the City deems appropriate. Until appeal verdict is rendered, the disciplinary sanction shall be upheld.

The purpose of the City of Brawley Youth Basketball Program is to provide a fun, safe and positive environment for participants.

I agree to the above disciplinary sanctions and I understand that failure to abide by these rules, and any serious violation of the rules and guidelines, may result in my removal, suspension, or termination as a volunteer coach.

Print Name _____

Signature _____ Date _____

City of Brawley Parks & Recreation Department

Sports Volunteer Application Form

The following information will be needed in order to process your live scan

4i.1

CODE OF ETHICS AND SPORTSMANSHIP

It is not enough that coaches have previous experience in the game. You must possess the ability to know how to work with young children, and to train young people in the rudiments of teamwork, good sportsmanship and discipline.

1. Be courteous at all times with everyone.
2. Exercise self-control.
3. Be familiar with all rules of the game.
4. Respect my players, officials, spectators, and other team members and coaches.
5. Refrain from using foul and/or aggressive and/or threatening language and or confrontation before or during practice or games.
6. Respect the integrity and judgment of game officials.
7. Remember that THIS IS A GAME – not a matter of life and death for the players, coaches, parents, or any team.
8. Win with character – lose with dignity.

COACH'S RESPONSIBILITIES

1. Notify players of scheduled games and practices.
2. Attend all meetings scheduled with Parks and Recreation department or send a representative.
3. Pick up and distribute uniforms.
4. Take responsibility for all distribution and return all equipment at the end of the season.
5. Distribute game schedules to players.
6. Direct all questions and concerns regarding the league to the Parks and Recreation Coordinator or the Parks and Recreation office.
7. Participate in all scheduled activities.
8. Cooperate with the City of Brawley and the Parks and Recreation Department.
9. Place your players' emotional and physical well-being ahead of your desire to win.
10. No coach will cancel a game due to other commitments!
11. No coach will bring on any other player without the player being approved and registered by the Parks and Recreation Manager.

I understand that I am a volunteer coach for the City of Brawley and do hereby acknowledge and accept my responsibilities. I understand that I will be subject to the Disciplinary Sanctions, Code of Conduct, and Coaches Responsibilities the City of Brawley put forth, and I will abide by them. I will coach and work with the Parks and Recreation Department to provide the highest quality program possible.

Coach's Signature: _____

Date: _____



City of Brawley Parks & Recreation Department Sports Volunteer Application Form

The following information will be needed in order to process your *live scan*

4i.2

Full Name: _____ Are you over 18? YES NO

Full Address: _____
Street City State Zip

Phone Number: _____ Cell Phone: _____

E-Mail Address: _____

In Case of Emergency, please contact: _____
Name Phone Relationship

VOLUNTEER BACKGROUND

What would you like to volunteer for? _____

I would like to be: _____ HEAD COACH _____ ASSISTANT COACH _____ REFEREE _____ TEAM PARENT

****PLEASE NOTE, IF THERE ARE NOT ENOUGH HEAD COACH VOLUNTEERS, I WILL ASK ASSISTANT COACHES TO
VOLUNTEER AS HEAD COACHES****

What age/grade level would you like to coach/referee? _____ Shirt Size: _____

What is your coaching/refereeing experience?

I _____ understand It is a requirement to be fingerprinted (LIVESCANED) for the volunteer coaching/referee/team parent. I will need to make arrangements with Parks & Recreation for an appointment. I understand there is no charge for this service. I understand that I am subject to an interview with the Parks and Recreation Manager and Police official. I understand that a background check will be done in order to become a volunteer for the City of Brawley Sports program. I further understand that a satisfactory LIVESCAN background check does not automatically guarantee approval of my application to serve as a volunteer for the City of Brawley Parks and Recreation Department.

I understand that the City of Brawley reserves the right to refuse, remove, or disqualify volunteers who are deemed unfit for participation in the City's Parks and Recreation Department programs.

I understand that at no time will volunteers be permitted to participate in Parks and Recreation Department programs while under the influence of alcohol, drugs or other intoxicating substances.

I understand that associated with my coaching/refereeing/team parents' responsibilities with the City of Brawley Parks and Recreation Dept. I may have the right to know certain personal and confidential information regarding participants that I may work with. I agree to hold all information I may have to confidential and not discuss or share any information to unauthorized parties.

I hereby waive all claims for injury or accident or liability of any employees, managers, officers, sponsors, coaches, or members of any team participating in the program. I am aware that there is NO INSURANCE of any kind through the City of Brawley to cover participants. I am aware that I should be in good physical

City of Brawley Parks & Recreation Department

Sports Volunteer Application Form

The following information will be needed in order to process your live scan

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shape and that it is recommended that I HAVE MY OWN PERSONAL ACCIDENT OR HEALTH INSURANCE. I HAVE READ CAREFULLY THIS RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. By signing this form, you agree to the Disciplinary Sanctions, Code of Ethics, Coaches Responsibilities attached to this sheet and put forth by the City of Brawley.

Print Name: _____

Signature: _____

Date: _____

ACTION	SANCTION
1. Aggressive confrontation with official, staff, coach, player or spectator before or during practice or game.	Removal from game and facility/park One (1) game suspension from the following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Aggressive confrontation after practice or game with official, staff, coach, player or spectator.	One (1) game suspension from the following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Foul language during the program by official, staff, coach, player or spectator	One (1) game suspension following game and facility/park restriction and possible termination from attendance and team for season or indefinitely
1. Any aggressive confrontation following a one (1) game suspension 2. Threat or engagement in physical violence towards official, staff, coach, player or spectator. 3. Physical/verbal threat or abuse of a child	Termination, from attendance and team for the season or indefinitely. Facility/Park restriction.

The City of Brawley reserves the right to both interpret and enforce these sanctions on a non-negotiable, case by case basis. Violations will be applied to ALL TEAMS coached in the program.

Persons forfeiting a game due to a disciplinary sanction will face immediate termination as a coach, from attendance and team for the season or indefinitely. **No refunds will be given in under any circumstances.**

Persons whose actions have warranted a disciplinary sanction hold the right to a written appeal to be submitted within 48 hours of notification of disciplinary sanction. Appeals will be heard by the Parks and Recreation Manager, City Manager, and one Veteran Official, and one Veteran Coach or whomever the City deems appropriate. Until appeal verdict is rendered, the disciplinary sanction shall be upheld.

The purpose of the City of Brawley Youth Basketball Program is to provide a fun, safe and positive environment for participants.

I agree to the above disciplinary sanctions and I understand that failure to abide by these rules, and any serious violation of the rules and guidelines, may result in my removal, suspension, or termination as a volunteer coach.

Print Name _____

Signature _____ Date _____

City of Brawley Parks & Recreation Department

Sports Volunteer Application Form

The following information will be needed in order to process your *live scan*

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CODE OF ETHICS AND SPORTSMANSHIP

It is not enough that coaches have previous experience in the game. You must possess the ability to know how to work with young children, and to train young people in the rudiments of teamwork, good sportsmanship and discipline.

1. Be courteous at all times with everyone.
2. Exercise self-control.
3. Be familiar with all rules of the game.
4. Respect my players, officials, spectators, and other team members and coaches.
5. Refrain from using foul and/or aggressive and/or threatening language and or confrontation before or during practice or games.
6. Respect the integrity and judgment of game officials.
7. Remember that THIS IS A GAME – not a matter of life and death for the players, coaches, parents, or any team.
8. Win with character – lose with dignity.

COACH'S RESPONSIBILITIES

1. Notify players of scheduled games and practices.
2. Attend all meetings scheduled with Parks and Recreation department or send a representative.
3. Pick up and distribute uniforms.
4. Take responsibility for all distribution and return all equipment at the end of the season.
5. Distribute game schedules to players.
6. Direct all questions and concerns regarding the league to the Parks and Recreation Coordinator or the Parks and Recreation office.
7. Participate in all scheduled activities.
8. Cooperate with the City of Brawley and the Parks and Recreation Department.
9. Place your players' emotional and physical well-being ahead of your desire to win.
10. No coach will cancel a game due to other commitments!
11. No coach will bring on any other player without the player being approved and registered by the Parks and Recreation Manager.

I understand that I am a volunteer coach for the City of Brawley and do hereby acknowledge and accept my responsibilities. I understand that I will be subject to the Disciplinary Sanctions, Code of Conduct, and Coaches Responsibilities the City of Brawley put forth, and I will abide by them. I will coach and work with the Parks and Recreation Department to provide the highest quality program possible.

City of Brawley Parks & Recreation Department
Sports Volunteer Application Form

The following information will be needed in order to process your live scan

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Coach's Signature: _____

Date: _____



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City of Brawley

Volunteer Program Manual

Document Sections:

Letter to Prospective Volunteer	Section A
Volunteer Application	Section B
Minor Application	Section C
Resolution to Extend Workers' Compensation	Section D
Acknowledgement of Workers' Compensation	Section E
Volunteer Handbook	Section F
Volunteer Agreement	Section G
Volunteer Service Statement	Section H
Volunteer Bill of Rights	Section I
Performance Review	Section J
Expense Claim Form	Section K
Time Sheet	Section L
Volunteer Request Form	Section M
Risk Management Checklist	Section N
Volunteer Protection Act of 1997	Attachment A



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Dear prospective volunteer:

We are grateful for your interest in volunteering. You and the many other volunteers at work on our various City of Brawley programs and projects have the power to improve the quality of life in our community.

Attached is an application for the City of Brawley volunteer program and a general interest form. We ask you to complete these so that we can make every effort to offer assignments that meet your interest and needs. Additionally, you will have an opportunity to review the job description for any assignment and interview the supervisor before you commit your time and energy.

We also want to make you aware that we have established program policies and procedures that protect volunteers, citizens and the City of Brawley. Depending upon the type of assignment you undertake, the procedures may include fingerprinting and background checks, DMV record review and liability waivers, among others. We will make you aware of any such requirements at the time of your initial interview.

Again, thank you for your willingness to work toward improving our community. We look forward to welcoming you to the volunteer program.

Sincerely,

Tyler Salcido
City Manager
City of Brawley

RESOLUTION NO. 2001-42

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, PROVIDING WORKERS' COMPENSATION COVERAGE
FOR CERTAIN CITY VOLUNTEERS PURSUANT TO THE PROVISIONS
OF SECTION 3363.5 OF THE LABOR CODE.

WHEREAS, the City of Brawley finds its best interest will be served
by utilizing volunteers in the provision of certain government services; and

WHEREAS, said volunteers should be eligible for Workers' Compensation
Insurance while on duty.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
BRAWLEY DOES HEREBY:

1. Find and determine that the public interest is best served
by providing Workers' Compensation Coverage for City
volunteer workers as specified by the City Manager; and
2. Provide eligibility for said volunteers for Workers'
Compensation benefits which will be applicable during
the time the person actually performs volunteer services,
provided, however, that the rights of volunteers shall
be limited as set forth in the Labor Code.

APPROVED, PASSED AND ADOPTED at a regular meeting of the Brawley City
Council held on the 19th day of June, 2001.

CITY OF BRAWLEY, CALIFORNIA


Wayne C. Johnson, Mayor

ATTEST:


Janet P. Smith, City Clerk

**VOLUNTEER PROGRAM
ACKNOWLEDGEMENT OF WORKERS' COMPENSATION**

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I hereby acknowledge that as a volunteer for the City of Brawley (Agency) in the capacity of _____, I am not an employee of the Agency, but that I am covered under the Agency's workers' compensation plan since the Agency has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the Agency's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the Agency, its employees, officers, agencies, other volunteers and officials.

Date: _____

Signature: _____

Print Name: _____

Parent or Guardian Signature (if minor):

Witness: _____



VOLUNTEER PROGRAM VOLUNTEER HANDBOOK

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I. OVERVIEW

The volunteer program is designed to coordinate and manage all volunteer efforts, which support existing services provided to the community. The program addresses community service needs, while placing special emphasis on the City of Brawley's (Agency) priorities. With this in mind, it is important to effectively match individuals and others interested in providing volunteer services to Agency departments that have exciting and fun work opportunities.

The purpose of this handbook is to provide guidance and direction to staff and volunteers alike. As you begin volunteering for the Agency, you may have questions. This handbook is intended to help you answer those questions and to give you the information necessary to help make your time spent volunteering a positive experience.

II. MISSION

The Agency's volunteer program is committed to encouraging community participation and the comprehensive coordination of volunteers to enhance municipal services.

The volunteer program objectives are:

- A. To develop a reliable and varied skilled network of human resources to support the delivery of services to the community.
- B. To provide opportunities for all segments of the community to participate in local government.
- C. To bring together volunteer resources and augment municipal services including, but not limited to the following areas: recreation and leisure services, park maintenance, literacy improvement, gang and substance prevention, public safety, information and service referrals, and maintenance of Agency facilities and other public grounds.

III. OFFICE OF VOLUNTEER SERVICES

The Coordinator of Volunteer Services is located within the Human Resources Department, and is responsible for coordination of staff and volunteers so that their combined efforts jointly enrich and expand opportunities for the delivery of quality services to the community. The Coordinator of Volunteer Services is

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responsible for planning the effective use of volunteers, assisting staff in identifying productive and creative roles, recruiting suitable volunteers, and tracking and evaluating their contribution to the Agency.

IV. BECOMING A VOLUNTEER

We are pleased that you have expressed interest in becoming a volunteer with the Agency. Others like you have volunteered for many reasons, including learning new skills, meeting new people or making a difference in our community.

Each volunteer must complete an initial information form and liability waiver form. It is important for us to know of any medical conditions which may affect your volunteering. If you are a minor, your parents must also sign these forms. No one may volunteer unless a completed liability waiver form is on file Human Resources Department.

All volunteers go through a formal screening process and must be accepted by the Agency as a volunteer. The amount of screening will depend upon the type of volunteer opportunity you choose. A minimum of two references will be contacted. Also, a motor vehicle driving record check and/or a criminal record background check may occur.

Upon completion of the screening process, you will receive an orientation from the Coordinator of Volunteer Services. You will also receive specific training from the staff member to whom you will report.

V. BEING A VOLUNTEER

A. Agency Policies

There are several Agency policies that apply to volunteers. Please refer to the Section VI for highlighted information regarding these issues and policies. Complete copies of these policies are available in the Human Resources Department.

B. Insurance

Liability insurance is provided to you as a volunteer for the Agency. As a volunteer, you are covered by the Agency's general liability policy so long as you are acting within the scope and course of your assigned duties.

Automobile insurance follows the automobile. If you are driving an Agency vehicle, Agency insurance will be in effect. Likewise, if you are driving your own vehicle, even while on Agency business, your automobile insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152.

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We conduct a motor vehicle driving record check for all volunteers who drive as part of their volunteer work, so we ask that you provide proof of insurance and a copy of your driver's license to the Human Resources Department if this applies to you.

C. Expenses

Volunteers are reimbursed for expenses which have been pre-approved by your supervisor. Mileage will also be reimbursed if pre-approved by your supervisor. You may, however, claim a mileage tax deduction instead of taking the reimbursement. Please consult with your accountant or the Internal Revenue Service for current mileage reimbursement rates or tax benefits. If you do choose to claim mileage, you will be required to complete the Agency's mileage reimbursement form and obtain approval from your supervisor before payment can be made to you.

You may also be eligible for a number of other tax benefits as a volunteer under the general charitable contribution deduction of the Internal Revenue Code. Deductions are explained in Internal Revenue Service Publication Number 526, Income Tax Deduction for Contributions. Please be sure and check with your tax advisor or the Internal Revenue Service for specific deductions allowed, as the Agency does not provide this service.

D. Volunteer Hours

The Agency must keep track of the hours you volunteer to assure coverage under our self-insured liability and workers' compensation programs. Time records are used to determine how service levels have increased and which services have been enhanced by volunteers. Timesheets are to be filled out each time a volunteer works, at the end of the month, or whenever stipulated by the supervisor. Each volunteer is asked to follow this practice. Volunteers might also want to maintain this record to document their experience and commitment.

E. Placement and Schedules

Work schedules of volunteers are diverse and varied depending on the department, program and or location of volunteers. Volunteers should work with their supervisor to set a schedule that is mutually acceptable. If a volunteer cannot make it to his or her assignment on a scheduled day, the volunteer should notify his or her job supervisor as soon as possible.

F. Volunteer Duties

A description of your assignment will be developed prior to your volunteer placement so that you are provided a clear, complete and current description of the duties and responsibilities of your assignment. In

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addition, a listing of volunteer assignment qualifications, a designated work space and supervisor will also be provided.

You may not perform professional services for which certification is required, unless you already hold the appropriate certificate or license, and have received approval from the Coordinator of Volunteer Services. Upon seeking approval, please make sure to provide copies of any certificates or licenses, including any special driving licenses, first aid or CPR certification.

G. Problem Solving

If a problem should arise concerning any condition of your volunteering with the Agency, you should attempt to reconcile the matter with your supervisor. All volunteers are encouraged to attempt to settle problems or issues requiring attention within the department to which the volunteer is assigned. However, if you feel that a workable agreement or a satisfactory solution to your problem has not been reached from discussion within the department, then notify the Coordinator of Volunteer Services.

H. Other Responsibilities

1. Keep your work commitment.
2. Inform your supervisor if you have a planned absence.
3. Accept training and participate in other job development activities.
4. Adhere to all confidential requirements in the course of carrying out duties and responsibilities.
5. Never use job knowledge or contacts for personal gain.
6. Treat citizens, co-workers and others with respect.
7. Be aware of procedures and rules, including safety rules.
8. Report all on-the-job accidents and injuries to your supervisor immediately.
9. Report any unsafe practices or procedures to your supervisor.
10. Cooperate and assist in the investigation of any work accident.
11. Follow personal hygiene and grooming habits, as well as manner of dress, that allow you to safely complete volunteer duties.

12. Obtain and wear/use any specialized safety clothing or equipment.
13. Wear seat belts when driving on Agency business.
14. Be cooperative by accepting instructions, guidance, and suggestions from staff.

If you have questions about any of this information, you should speak with your supervisor or the Coordinator of Volunteer Services.

I. Recognition

Because we feel that volunteers are invaluable resources to our community, a recognition ceremony is held annually. Please inquire with the Human Resources Department to find out more information.

VI. AGENCY POLICIES

A. Risk Management

Risk management explores safety risks involved in work and volunteer tasks. The Coordinator of Volunteer Services and the Risk Manager work together to minimize any potential risks to the volunteer or Agency. This means that before volunteers begin their service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees. Any injury to the volunteer or losses to any third party which involved a volunteer must be reported and processed in accordance with existing Agency policies on matters of this nature.

B. Accidents in Agency Vehicles

In the event of an accident involving an Agency vehicle or your own vehicle, you should immediately contact the local police. You are also responsible for immediately notifying your supervisor, who will help you complete an accident investigation form along with any other required documents.

Any volunteer, during the course of volunteering, involved in a serious motor vehicle accident may be required to take a urine, blood or breath test to determine whether or not that volunteer's ability to drive was impaired by alcohol or a controlled substance as defined by state statutes. For purposes of this policy, a serious accident is defined as one that injures someone, or where property damage exceeds \$750.

C. Smoking

Smoking is prohibited in all Agency facilities, including all Agency vehicles. Volunteers and employees who wish to smoke may do so outside the building.

D. Alcohol

Volunteers shall not consume or possess alcoholic beverages while conducting any Agency business or on any Agency premises. Volunteers who violate this policy are subject to immediate dismissal.

E. Drugs

Any volunteer who uses, brings, possesses or is suspected of being under the influence of any form of narcotic, drug, or hallucinogen, except prescribed drugs and under the direction of a physician, is subject to immediate dismissal. In addition, any volunteer who transfers, sells, or attempts to sell same on Agency property or while on Agency business, at any time, is subject to immediate dismissal.

F. Software Piracy

The Agency complies with all copyright laws for software programs installed and used on Agency-owned computers. Volunteers are expected to adhere to the Agency's policy, which includes prohibiting the use of unauthorized copies of software on Agency computers; prohibiting the installation of software on Agency computers that was not purchased through appropriate Agency policies; and understanding that all computers, software and computer information is Agency property. Therefore, all who use Agency computers cannot assume any right to privacy in such use.

G. Volunteers Serving Minors and Elderly Populations

The Agency will exercise appropriate care in the placement of volunteers into positions serving populations that include minors, the elderly or the frail, and individuals with disabilities. Depending on the nature of the assignment, volunteers may be required to be fingerprinted and submit to a background check. You will be informed if fingerprinting is required for your position. Volunteers who do not agree to the required screening may be refused an assignment.

H. Harassment

All Agency workers have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. Consistent with the Agency's respect for the rights

and dignity of each employee and volunteer, harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation or any characteristic protected by law, will not be sanctioned or tolerated.

I. Dismissal

Volunteers who do not adhere to the rules, policies and regulations of the Agency, or fail to perform their assignments satisfactorily, are subject to dismissal. A volunteer may be dismissed at any time. The Agency reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

J. Attendance Policy

Volunteers are expected to always be prompt and on time in reporting for their assignment. Being late may inconvenience those who are counting on your presence. If unforeseen circumstances make you late, please notify your supervisor in advance. For those times when you are ill and unable to work, call your supervisor or department as early in the day as possible. Failure to appear for your shift without notifying your staff supervisor may result in your dismissal from the volunteer program.

K. Use of Minor Volunteers

Because of various liability concerns, the Agency does not encourage the use of volunteers who are under 15 years of age.

VII. CODE OF ETHICS

We encourage you to read and practice the following code of ethics for volunteers:

As a volunteer, I realize that I am subject to a code of ethics similar to that which binds the professionals in the fields in which I work. Like them, I assume certain responsibilities and expect to account for what I do in terms of what I am expected to do.

- A. I will keep confidential matters confidential.
- B. I interpret 'volunteer' to mean that I have agreed to work without compensation, but having been accepted as a worker, I expect to do my work according to standards.
- C. I promise to work with an attitude of open-mindedness; to be willing to be trained for the assignment; to bring to the assignment interest and attention.

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- D. I realize that I may have personal and educational qualities that my co-workers may not have and that I should use these to enrich the projects which we are working on together.
 - E. I realize, also, that I may lack personal or educational qualities that my co-workers have, but I will not let this make me feel inadequate, but will contribute to the team with the assets that I have.
 - F. I understand that I am expected to live up to my work commitment, and I will give ample notice if I cannot fulfill it.
 - G. I believe that my attitude toward volunteer work should be professional.
 - H. I believe that I have an obligation to my work, to those who direct it, to my colleagues, to those for whom it is done, and to the public.

VIII. VOLUNTEER RIGHTS

Each volunteer in the Agency is viewed as an important part of the organization's ability to get the job done. As a volunteer you are accorded rights as individuals and volunteers. Below are some of the rights volunteers may expect during their tenure with the Agency. In addition, please refer to Attachment A, the Volunteer Protection Act of 1997.

- A. Volunteers are to be treated with respect and courtesy.
- B. Volunteers are to receive proper training for the job to be done.
- C. Volunteers are to be informed about any reimbursement policy, e.g. for the use of private cars, etc.
- D. Volunteers are not to be discriminated against because of race, ethnicity, religion, gender, age, handicap, marital status, family, or sexual orientation.
- E. Volunteers will receive information on issues regarding legal protection, liability and other concerns.
- F. Volunteers will be recognized for their efforts in providing program services.
- G. Volunteers will be treated as co-workers.
- H. Volunteers will know as much about the organization as possible.
- I. Volunteers will be evaluated and receive recognition.



VOLUNTEER PROGRAM VOLUNTEER AGREEMENT

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The City of Brawley gratefully accepts _____ into its volunteer program. The Human Resources Department will do its very best to make the volunteer's experience productive, fun and rewarding. To that end, this agreement addresses the commitments made by the Agency and the volunteer.

The Human Resources Department commits to the following:

- To provide training and support for the volunteer so that he or she may be confident in the assignment.
- To provide diligent guidance, supervision and feedback on performance.
- To respect the skills, individual needs and dignity of the volunteer.
- To be receptive to comments and suggestions from the volunteer.
- To treat the volunteer as an equal co-worker with paid staff, jointly responsible for the completion of the Agency's mission.

The volunteer commits to the following:

- To perform assigned duties to the best of his or her ability, and to inform the Agency if changes in his or her situation or health would interfere with the safe and timely performance of these duties.
- To adhere to Agency rules, policies and procedures, including recordkeeping and confidentiality of Agency and client information.
- To meet time and duty commitments, or to provide adequate notice so that alternative arrangements can be made.

Agreed to:

Volunteer: _____ Date: _____

Coordinator: _____ Date: _____



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VOLUNTEER PROGRAM VOLUNTEER SERVICE STATEMENT

In performing the service specified in my volunteer job description, I acknowledge:

- I have attended the Agency's volunteer orientation program and have been given a copy of the Volunteer Manual, which includes a volunteer handbook, my job description, policies and procedures and safety information;
- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

Volunteer's Signature: _____ Date: _____



VOLUNTEER PROGRAM VOLUNTEER BILL OF RIGHTS

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On behalf of the citizens of the City of Brawley, the Mayor and City Council affirm that members of the corps of volunteers have the right to:

Meaningful work which meets their interests and needs;

Respect for the individual's skills and dignity;

Recognition of their contributions;

Confidentiality in all personal matters and records;

Accurate records of volunteer service;

Equal partnership with paid staff team members;

A published job description for each assignment;

Orientation to the volunteer program and specific job training;

Guidance and support of a program supervisor;

Frequent communication and performance feedback;

Ability to change assignments;

A place for discussing for issues and suggestions;

An open door with the Coordinator of Volunteer Services.



VOLUNTEER PROGRAM PERFORMANCE REVIEW

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Name: _____ Date: _____

Assignment: _____

How many hours has the volunteer worked in this assignment? _____

Check the level which best describes the volunteer's performance:

	Excellent	Good	Fair	Poor
Dependability	_____	_____	_____	_____
Ability to Perform Duties	_____	_____	_____	_____
Quality of Work	_____	_____	_____	_____
Initiative	_____	_____	_____	_____
Attitude Toward Job	_____	_____	_____	_____
Attitude Toward Others	_____	_____	_____	_____
Overall Suitability for the Job	_____	_____	_____	_____

Comments:

Prepared by: _____ Date: _____

Volunteer's Signature: _____ Date: _____



VOLUNTEER PROGRAM EXPENSE CLAIM FORM

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Volunteer: _____ Supervisor: _____

Assignment: _____ Department: _____

Date of Expense	Description of Expense	Amount

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Charge Account: _____ Date Paid: _____

Attach Receipts for all Listed Expenses



VOLUNTEER PROGRAM TIME SHEET

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Name: _____ Supervisor: _____

Assignment: _____ Department: _____

Month: _____

Enter the total number of volunteer hours worked for each day. Total all hours worked in each week, and enter it in the "Total" column.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Week 1								
Week 2								
Week 3								
Week 4								
Week 5								

Volunteer Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____



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VOLUNTEER PROGRAM VOLUNTEER REQUEST FORM

Department: _____

Contact for Volunteer Position: _____

Phone: _____

Email: _____

Person Completing this Form: _____

Check one:

____ Long-Term Volunteer ____ Short-Term Volunteer ____ Group Volunteer Project

Brief Job Description:

Volunteer's Position Title:

Volunteer will be Supervised by:

Will the volunteer supervisor be readily available to the volunteer? ____ Yes ____ No

Start Date: _____ Finish Date: _____

Location of Volunteer Assignment:

1. What will the volunteer be doing? Please be as clear as possible and list the activities. NOTE: You may attach your own job description for Question 1; however, Questions 2 through 12 must be completed on this form.

[Sample job descriptions are available through the Human Resources Department]

2. What are the minimal qualifications/skills needed for the volunteer position?

3. What orientation and training will the volunteer receive?

4. Will the volunteer supervise anyone else? ____ Yes ____ No
If yes, please explain:

5. Number Requested: ____ Minimum Hours: ____ Per (period): ____

Weekday
 ____ Mornings
 ____ Afternoons
 ____ Evenings

Saturday
 ____ Mornings
 ____ Afternoons
 ____ Evenings

Sunday
 ____ Mornings
 ____ Afternoons
 ____ Evenings

Schedule details: _____

6. Is this position appropriate for individuals who have been assigned community service through the Department of Corrections for low-level offenders?

___ Yes ___ No

7. This Project Is Appropriate For:

___ Individuals ___ Groups ___ Adults ___ Youth ___ Families

Minimum Age: _____

8. Is free parking available? ___ Yes ___ No

If not, what is the cost? _____

9. Will the volunteer report to a location on a bus route? ___ Yes ___ No

How far is it to the closest bus stop? _____

10. If the volunteer is there over mealtime, will a meal be provided at no charge?

___ Yes ___ No

11. Is this site accessible to people with disabilities? ___ Yes ___ No

Please list any difficult areas (e.g.: narrow hallways, stairs, no elevator, uneven walkways, long walks, non-accessible bathrooms, lifting, carrying, computer work, transportation, etc.):

12. What screening procedures are required for the volunteer applying for this position?

- ___ Background Check
- ___ Auto Insurance Verification
- ___ Driver's License Verification
- ___ DMV Report
- ___ References
- ___ Other (Please Specify):

VOLUNTEER PROGRAM RISK MANAGEMENT CHECKLIST

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Volunteer Name: _____

Anticipated Dates of Volunteer Service: _____

- ☐ Volunteer Application Completed [Date: _____]
- ☐ Volunteer Agreement Signed [Date: _____]
- ☐ Volunteer Acknowledgment of Worker's Compensation Signed [Date: _____]
- ☐ Volunteer Waiver and Release Signed [Date: _____]
- ☐ Volunteer Service Statement Signed [Date: _____]
- ☐ Volunteer Manual Provided to Volunteer [Date: _____]
- ☐ License Verification Obtained [Date: _____]
- ☐ Certification Verification Obtained (copy attached) [Date: _____]
- ☐ Health/Physical Issues Addressed and Reviewed (medical notes/records attached, if necessary) [Date: _____]

ATTACHMENT A VOLUNTEER PROTECTION ACT OF 1997

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This is the text of Public Law 105-19; the Volunteer Protection Act of 1997 as signed into law by President Clinton on June 18, 1997:

One Hundred Fifth Congress of the United States of America

At The First Session

Begun and held at the City of Washington on Tuesday, the seventh day of January, one thousand nine hundred and ninety-seven.

An Act

To provide certain protections to volunteers, nonprofit organizations, and governmental entities in lawsuits based on the activities of volunteers. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

Section 1. Short Title

This Act may be cited as the 'Volunteer Protection Act of 1997'.

Section 2. Findings And Purpose

(a) Findings. The Congress finds and declares that:

(1) The willingness of volunteers to offer their services is deterred by the potential for liability actions against them;

(2) As a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors and service in other capacities;

(3) The contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;

(4) Because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;

(5) Services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;

(6) Due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and

(7) Clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because:

(A) Of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;

(B) The citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;

(C) It is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and

(D)(i) Liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and (ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) Purpose. The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

Section 3. Preemption And Election of State Non-applicability

(a) Preemption. This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) Election Of State Regarding Non-applicability. This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if

such State enacts a statute in accordance with State requirements for enacting legislation:

- (1) Citing the authority of this subsection;
- (2) Declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and
- (3) Containing no other provisions.

Section 4. Limitation On Liability For Volunteers

(a) Liability Protection For Volunteers. Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if:

(1) The volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;

(2) If appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and

(4) The harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, or vessel to:

(A) Possess an operator's license; or

(B) Maintain insurance.

(b) Concerning Responsibility Of Volunteers To Organizations And Entities. Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) No Effect On Liability Of Organization Or Entity. Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) Exceptions To Volunteer Liability Protection. If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

- (1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.
- (2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.
- (3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.
- (4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount.

Separate standards for different types of liability exposure may be specified.

(e) Limitation On Punitive Damages Based On The Actions Of Volunteers:

- (1) General Rule. Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.
- (2) Construction. Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) Exceptions To Limitations On Liability:

- (1) In General. The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that:
 - (A) Constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) Constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) Involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) Involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) Where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) Rule Of Construction. Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).

Section 5. Liability For Non-economic Loss

(a) General Rule. In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for non-economic loss shall be determined in accordance with subsection (b).

(b) Amount Of Liability:

(1) In General. Each defendant who is a volunteer, shall be liable only for the amount of non economic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) Percentage Of Responsibility. For purposes of determining the amount of non-economic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

Section 6. Definitions

For purposes of this Act:

(1) Economic Loss. The term 'economic loss' means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) Harm. The term 'harm' includes physical, nonphysical, economic, and non-economic losses.

(3) Non-economic Losses. The term 'non-economic losses' means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other non-pecuniary losses of any kind or nature.

(4) Nonprofit Organization. The term 'nonprofit organization' means:

(A) Any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) Any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) State. The term 'State' means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) Volunteer. The term 'volunteer' means an individual performing services for a nonprofit organization or a governmental entity who does not receive:

(A) Compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) Any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

Section 7. Effective Date

(a) In General. This Act shall take effect 90 days after the date of enactment of this Act.

(b) Application. This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.

City of Brawley

City Council

February 17, 2026

Agenda Item No 4j



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Adoption of Resolution No. 2026-04 Updating City Signatory Authority

RECOMMENDATION:

Adopt Resolution No. 2026-04 amending Resolution No. 2019-02 to authorize the current City Manager to execute all documents required for participation in the Affordable Housing and Sustainable Communities (AHSC) Program, including reimbursement.

BACKGROUND INFORMATION:

On January 15, 2019, the City Council adopted Resolution No. 2019-02 authorizing City staff to apply for funding available through the Affordable Housing and Sustainable Communities (AHSC) Program. The resolution also authorized the City Manager at the time, Rosanna Bayon Moore, to execute all documents necessary to participate in the program.

The AHSC Program remains ongoing and requires the execution of program-related documents by an authorized City representative. Since Mrs. Bayon Moore is no longer employed by the City, it is necessary to update the authorized signatory to ensure continued compliance with program requirements.

Resolution No. 2026-04 amends Resolution No. 2019-02 to authorize the current City Manager, Rebecca Terrazas-Baxter, to execute all AHSC Program documents required by the California Department of Housing and Community Development.

Approval of this resolution will maintain administrative continuity and allow the City to continue participating in AHSC funding opportunities without delay.

FISCAL IMPACT:

None

ALTERNATIVES:

No alternatives at this time.

ATTACHMENTS:

1. Resolution 2026-04

4j

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

Staff, Title or Consultant, Agency

Bill Smerden, City Attorney,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Silvia Luna, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, AMENDING RESOLUTION 2019-02
CONCERNING THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM**

WHEREAS, on January 15, 2019, the City Council adopted Resolution 2019-02 permitting City Staff to apply for funding that was made available pursuant to the Affordable Housing and Sustainable Communities Program ("AHSC"); and

WHEREAS, pursuant to the requirements of the Program, Resolution 2019-02 authorized Rosanna Bayon Moore, who was the City Manager at the time, to execute all documents necessary to participate in the Program; and

WHEREAS, the Program is ongoing; and

WHEREAS, certain documents must be executed by an authorized representative of the City; and

WHEREAS, Ms. Bayon Moore is no longer employed by the City; and

WHEREAS, it is convenient to delegate authority to sign the Program to the current City Manager, Rebecca Terrazas-Baxter; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

That Rebecca Terrazas-Baxter, City Manager, is authorized to execute in the name of the City of Brawley ("Applicant") any and all AHSC Program Documents as required by the Department of Housing and Community Development for participation in the AHSC Program.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on February 17, 2026.

AYES:

NAYS:

ABSTAIN:

ABSENT:

CITY OF BRAWLEY, CALIFORNIA

JJ Galvan, Mayor

ATTEST:

Ana Gutierrez, City Clerk

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

4j.1

I, Ana Gutierrez, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2026-04 was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 17th day of February 2026, and that it was so adopted by the following roll call vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: February 17, 2026

Ana Gutierrez, City Clerk

City of Brawley

City Council
February 17, 2026
Agenda Item No 5a



STAFF REPORT

To: City Council
From: April Hodgson, Parks and Recreation Manager
Prepared by: Emmet Fried, Assistant to the City Manager
Subject: **Approval of Fee-Waiver Request for Brawley Get Together Senior Club**

RECOMMENDATION:

Ratify the deferral of fees and approve the fee-waiver request for use of the Lions Center on February 7, 2026, by the Brawley Get Together Senior Club

BACKGROUND INFORMATION:

On Saturday, February 7, 2026, from 11:00 a.m. to 2:00 p.m., the Brawley Get Together Senior Club hosted an event at the Lions Center to raise funds for scholarships supporting individuals in need within the local community. The initiative is designed to expand educational opportunities and provide financial assistance to residents who may face barriers to continuing their education.

To support this charitable effort, staff deferred the facility rental fees to allow the organization the opportunity to request City Council approval of a fee waiver. Reducing event-related costs helps remove financial barriers, encourages broader community participation, and contributes to the overall success of the fundraiser by this local nonprofit senior club.

Waiving the rental fees aligns with the City's ongoing commitment to supporting local organizations that provide meaningful educational and financial assistance to residents.

FISCAL IMPACT:

Under the City's fee schedule, the waiver would result in the City forgoing approximately \$150–\$250 in rental and service fees for the event.

ALTERNATIVES:

Council may choose to:

1. Do not approve the requested fee waiver, in which case the organization would be responsible for all applicable rental and service fees.
2. Provide alternative direction to staff regarding the fee waiver or other support for the event.

ATTACHMENTS:

1. Application for Brawley Get Together Senior Club
2. Receipt for Brawley Get Together Senior Club

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 - 2/10/2026

Approved - 2/10/2026

5a



DEPARTMENT OF PARKS
AND
RECREATION

CITY OF BRAWLEY

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

FOR THE USE OF CITY-OWNED PARKS AND RECREATIONAL FACILITIES

ACTIVITY DATE (S) February 7, 2026 ACTIVITY Barbecue Fundraiser
NAME OF APPLICANT Brawley Get Together Club ADDRESS 575 J St. Brawley, CA 92517
HOME PHONE 442-230-5780 (Carol Boss) WORK PHONE 760-344-3154
ORGANIZATION Brawley Get Together Club NON-PROFIT # 46-1847399
Will this activity be a fund-raiser? Yes ☒ No ☐
Admission fee, entry fee or donation? Yes ☐ No ☒
If yes, where will the proceeds go? Scholarship fundraiser

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

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 Treasurer DATE 12/16/2025

STAFF NOTES:

CHARGES AND DEPOSITS

PRIORITY

APPLICATION: ☐ APPROVED ☐ DENIED BY: _____

EMPLOYEE REQUIRED ☐

FACILITY	HRS	CHARGE	TOTAL	DATE:
<input type="checkbox"/> Lions Center	<u>3</u>	@ \$ <u>40.00</u>	\$ <u>120.00</u>	
<input type="checkbox"/> Senior Center	_____	@ \$ _____	\$ _____	
<input type="checkbox"/> Cattle Call	_____	@ \$ _____	\$ _____	
<input type="checkbox"/> Parks	_____	@ \$ _____	\$ _____	
<input type="checkbox"/> Lions Pool	_____	@ \$ _____	\$ _____	
<input type="checkbox"/> Teen Center	_____	@ \$ _____	\$ _____	
<input type="checkbox"/> Del Rio Community Center	_____	@ \$ _____	\$ _____	

Refundable Deposit \$ 100.00
Total Fees \$ _____

- CC ☐ Parks
☐ Recreation
☐ Senior Citizens
☐ Buildings
☐

Refund Approval ☐ Yes ☐ No
Amount of Refund: _____

Entered on Calendar ☐
Copies issued by: _____
Employee: _____

- Received 1/2/2026
@ 1:30 PM - I Smith

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

52.1



City of Brawley
Parks & Recreation Department
225 A Street
Brawley, CA, 92227

Receipt Number: R00255651

Cashier Name: Ian Smith

Terminal Number: 3

Receipt Date: 1/5/2026 4:24:20 PM

Trans Code: PR - P&R Miscellaneous Receipt Paymen Name: Brawley Get Together Senior Club \$100.00

Product: Facility Deposits Parks & Rec Units: 0.00 Amount: 100.00
Brawley Get Together Senior Club 100.00

Total Balance Due: \$100.00

Payment Method: Checks Payor: Brawley Get Together Senior Reference: Deposit-Lions Center Amount: \$100.00

Total Payment Received: \$100.00

Change: \$0.00

City of Brawley

City Council
February 17, 2026
Agenda Item No 5b



STAFF REPORT

To: City Council
From: Rebecca Terrazas-Baxter, City Manager
Prepared by: Emmet Fried, Assistant to the City Manager
Subject: **Discussion on Potential Conditions the Council May Consider for a City Letter to the County of Imperial Regarding the Proposed Northern Horizons Behavioral Health Clinic at 220 Main Street**

RECOMMENDATION:

Discuss and provide direction to staff on potential conditions for inclusion in a City letter to the County of Imperial regarding the proposed Northern Horizons Behavioral Health Clinic at 220 Main Street. No formal action on the project itself is requested.

BACKGROUND INFORMATION:

Imperial County Behavioral Health Services (ICBHS) has been evaluating options to expand behavioral health and substance use treatment capacity in the northern region of the county. As part of this effort, the County has identified the County owned facility located at 220 Main Street in Brawley as a potential site for a new outpatient behavioral health clinic.

The proposed project, referred to as the Northern Horizons Behavioral Health Clinic, would involve renovating the existing structure to provide mental health, substance use disorder, and supportive services to residents of Brawley and surrounding communities.

The Imperial County Board of Supervisors has discussed the project in multiple public meetings, focusing on:

- The need for expanded access to behavioral health services;
- The suitability of the 220 Main Street facility; and
- The availability of state and federal funding to support renovation and program development.

Key Board actions include:

- January 13, 2026 (3-2 vote): Acceptance of BHCIP Round 1 Launch Ready Grant funds; authorization to encumber the project; approval of capital improvements for the Northern Horizons Campus; authorization for the County Executive Officer to execute the Program Funding Agreement; and establishment of new Org Keys for the BHCIP Bond SUD/FSP Capital Project Fund.
- February 10, 2026 (5-0 vote): Approval of a budget amendment authorizing remodeling of the County-owned property at 220 Main Street to implement a campus model expanding behavioral health access.

At this time, the County has approved funding, project authorization, agreements with the State, and the budget amendment. No construction has begun, and the City has no regulatory authority over the project. City staff continue to coordinate with ICBHS to provide information and input in an advisory capacity for Council discussion.

The attached “Northern Horizons Overview” PowerPoint, presented by Behavioral Health Services Director Leticia Plancarte-Garcia to the Board on January 13, 2026, is provided for reference for this discussion item.

FISCAL IMPACT:

There is no direct fiscal impact to the City associated with discussing potential conditions regarding this proposed project. Any future fiscal impacts, if applicable, would be evaluated and presented separately. The City is not funding the County-owned facility or renovation.

ALTERNATIVES:

Council may choose to:

- Discuss potential conditions for the inclusion in a City letter to the County. Staff will summarize the Council's input and prepare a draft letter accordingly, if directed.
- Request that staff gather further information or clarification from ICBHS before providing direction.
- Choose not to provide direction at this time. Staff will document the discussion and monitor the project for future opportunities for Council input.

ATTACHMENTS:

1. Northern Horizons Overview

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 - 2/10/2026

Approved - 2/10/2026

5b.1



Imperial County Behavioral Health Services

Mental Health and Substance Use Disorder Services

5b.1

Northern Horizons

- BHCIP Project Overview & Timeline
- Stakeholder Involvement
- Community Concerns - Public Safety, Homelessness, & Impact on Local Business
- Stakeholder Involvement
- Purpose of Northern Horizons
- Program Description
- Project Description
- Fiscal Responsibility and Funding Reality
- Oversight and Accountability
- Equity, Access, and Local Need

Behavioral Health Continuum Infrastructure Program

- **2021:** The California Department of Health Care Services (DHCS) created the Behavioral Health Continuum Infrastructure Program (BHCIP) to address gaps in the state's behavioral health facility infrastructure.
- **March 2024:** Voters approved Proposition 1, which established a two-bill package, the Behavioral Health Services Act (BHSA) and the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA).
- **Through BHIBA:** DHCS is investing \$6.38 billion, to expand behavioral health treatment facilities, residential care, supportive housing for individuals with mental health and substance use conditions.

Behavioral Health Continuum Infrastructure Program

- **August 2024:** DHCS released the Bond BHCIP Round 1: *Launch Ready* grant, making \$3.3 billion available statewide, including \$1.5 billion reserved for cities and counties.
 - **September 18, 2024:** ICBHS completed the required DHCS pre-application consultation.
 - **October 15, 2024:** The Board of Supervisor approved consideration of the county-owned Courthouse Building in Brawley for the grant application and directed ICBHS to engage local stakeholders.
 - **November 26, 2024:** The Board of Supervisors, unanimously, through a board resolution, approved ICBHS to apply for BHCIP funding to remodel the county-owned building at 220 E. Main Street, Brawley to expand mental health and substance use disorder services and directed ICBHS to conduct two community forums by May 2025.
 - **December 13, 2024:** ICBHS submitted the Bond grant application to DHCS for the *Northern Horizons Behavioral Health Expansion Project*.

Grant Awarded!

5b.1

May 6, 2025: DHCS awards ICBHS \$22.4 million for the Northern Horizons Behavioral Health Expansion Project.

Delays in receiving Program Funding Agreement (PFA):

- Award letter did not include the two facility types ICBHS applied for – Only included Outpatient Treatment for SUD and not Community Mental Health Clinic Outpatient.
- Need to update CEO information as the authorized legal signatory.
- Slow process for making corrections as Advocates for Human Potential (AHP), Grant Administrative Agency, was handling corrections for multiple entities.
- Review by ICBHS' outside legal counsel.
- State revised Program Funding Agreement (PFA) received on October 31, 2025.
- **December 18, 2025:** ICBHS received revised and final PFA from DHCS.
- **January 29, 2026:** Deadline to submit the executed PFA to DHCS.

Stakeholder Involvement

5b.1

- **October 30, 2024:** Meeting with stakeholders including representatives from the Sheriff's Department, Behavioral Health Advisory Board Members, Pioneers Memorial Hospital, City of Brawley, Brawley City Council, Brawley High School District, and Brawley Police Dept.
- **November 19, 2024:** Presentation at Brawley City Council Meeting. City was informed of intent to apply, provided overview of grant and recommended project.
- **February 4, 2025:** Presentation at Brawley City Council Meeting. Provided more detailed information of the proposed project.
- **March 18, 2025:** Community Forum held at Hidalgo Hall.
- **April 9, 2025:** Community Forum held at American Legion Hall.

Stakeholder Meeting Information - 3/18/25

Fliers in English and Spanish, Agenda, & Project Information

75 Participants – 4 expressed opposition

5b.1

IMPERIAL COUNTY
Behavioral Health Services
MENTAL HEALTH & SUBSTANCE USE RECOVERY
Hope, Wellness and Recovery

Community Forum In

Join us for a Community Forum to learn about and provide input on the Northern Horizons Behavioral Health Expansion. The forum aims to enhance behavioral health services and resources in the community.

Tuesday, March 18, 2025
6:00 PM
410 S Cesar Chavez St
Brawley, CA 92227

If you have specific questions or topics to be addressed, please send your question to BHExpansion@co.imperial.ca.us

We look forward to seeing you there!

Northern Horizons Behavioral Health Expansion

On December 13, 2024, Imperial County Behavioral Health Services (ICBHS) submitted an application for the Northern Horizons Behavioral Health Expansion project under the Continuum Infrastructure Program: Launch Ready funding opportunity provided by DHCS. Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS). Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS). Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS).

Requested Grant Funding Amount:
\$22,405,797.58

Goals of the Project:

- Enhance delivery of services that promote recovery and resiliency for those living with mental health and substance use conditions
- Prevent overdose deaths and Emergency Department visits resulting from substance use.
- Community reintegration services in the least restrictive setting
- Eliminate stigma associated with mental health and substance use
- Enhance collaboration and health systems

Exterior Improvements: Modernization of the façade, re-roofing, parking lot repairs, new fencing, and replacement of all exterior windows and doors with new energy efficient products.

Landscape: Create an environmentally and drought friendly landscape that will beautify the outdoors of the property to provide welcoming entrances

Interior Improvement Facility Plans

Interior Improvements: Rehabilitate and remodel approximately 20,951 sq. ft. consisting of:

- 1st Floor: SUD Adult Treatment Program Clinic
- 2nd Floor: Adult Full Suite

IMPERIAL COUNTY
Behavioral Health Services
MENTAL HEALTH & SUBSTANCE USE RECOVERY
Hope, Wellness and Recovery

BEHAVIORAL HEALTH EXPANSION COMMUNITY FORUM

Agenda

Tuesday, March 18, 2025
410 S Cesar Chavez St Brawley, CA 92227
6:00-8:00 pm

Welcome & Introduction
Brief introduction
Housekeeping rules

SUD Outpatient Services
Presentation of SUD services
Reymundo Gonzalez, BH Therapist, ICBHS
Jacob Welch, SUD Counselor, ICBHS

Understanding Addiction
Presentation about addiction
Eufemio Anaya, LMFT
Supervising Behavioral Health Therapist, ICBHS

Medications for Addiction Treatment (MAT)
Presentation about MAT
Dr. Alicia M Gonzalez, MD
Director of Clinical Training & Implementation Leader – CA Bridge
Emergency Physician – Pioneers Memorial Hospital, Brawley, CA

BH Expansion Project
Brief overview of Northern Horizons Project
Gabriela Jimenez, Assistant Director, ICBHS

Q&A Session
Open floor for questions and comments from community

Closing remarks
Final thoughts

Presenters

- Dr. Alicia Gonzalez, MD, CA Bridge & PMH
- Eufemio Anaya, LMFT, ICBHS
- Reymundo Gonzalez, BH Therapist, ICBHS
- Jacob Welch, SUD Counselor III, ICBHS

BHExpansion@co.imperial.ca.us <https://bhs.imperialcounty.org/>

IMPERIAL COUNTY
Behavioral Health Services
MENTAL HEALTH & SUBSTANCE USE RECOVERY
Hope, Wellness and Recovery

Invitación al Foro Comunitario

Venga y únase a nosotros en un foro comunitario para conocer y dar sus comentarios para el proyecto de expansión de salud "Northern Horizons," cuyo objetivo es mejorar los servicios de salud conductual en su comunidad.

de Marzo del 2025
Chavez St 92227

Si desea discutir algún tema en particular, favor de enviar sus preguntas con anticipación al siguiente correo electrónico:
BHExpansion@co.imperial.ca.us

¡Esperamos verlo allí!

Stakeholder Meeting Information – 4/9/25

Fliers in English and Spanish, Agenda, & Project Information

115 Participants – 3 expressed opposition



Community Forum Information



Join us for a Community Forum to learn about and provide input on the Northern Horizons Behavioral Health Expansion Project. The project aims to enhance behavioral health services and resources in the northern regions of Imperial County.

Wednesday, April 9, 2025
6:00 PM
The American Legion
509 G St
Brawley, CA 92227

If you have specific questions or topics to be addressed, please send your questions to BHexpansion@co.imperial.ca.us

We look forward to seeing you there!



Northern Horizons Behavioral Health Expansion

On December 13, 2024, Imperial County Behavioral Health Services (ICBHS) submitted an application for the Northern Horizons Behavioral Health Expansion project under the Continuum Infrastructure Program: Launch Ready funding opportunity provided by DHCS. Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS). Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS). Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS). Through this project, ICBHS proposes to rehabilitate an existing Health Care Services (DHCS).

Requested Grant Funding Amount:
\$22,405,797.58

Goals of the Project:

- Enhance delivery of services that promote recovery and resiliency for those living with mental health and substance use conditions
- Prevent overdose deaths and Emergency Department visits resulting from substance use
- Community reintegration services in the least restrictive settings
- Eliminate stigma associated with mental health and substance use
- Enhance collaboration and health systems

Exterior Improvement Site Plan

Exterior Improvements: Modernization of the façade, re-roofing, parking lot repairs, new fencing, and replacement of all exterior windows and doors with new energy efficient products.

Landscape: Create an environmentally and drought friendly landscape that will beautify the outdoors of the property to provide welcoming entrances

Interior Improvement Facility Plans

Interior Improvements: Rehabilitate and remodel approximately 20,951 sq. ft. consisting of:

1st Floor: SUD Adult Treatment Program Clinic

2nd Floor: Adult Full St



BEHAVIORAL HEALTH EXPANSION COMMUNITY FORUM

Agenda

Tuesday, March 18, 2025
410 S Cesar Chavez St Brawley, CA 92227
6:00-8:00 pm



Welcome & Introduction

Brief introduction
Housekeeping rules

SUD Outpatient Services
Presentation about SUD services
Reymundo Gonzalez, BH Therapist, ICBHS
Jacob Welch, SUD Counselor, ICBHS

Understanding Addiction
Presentation about addiction
Eufemio Anaya, LMFT
Supervising Behavioral Health Therapist, ICBHS

Medications for Addiction Treatment (MAT)
Presentation about MAT
Dr. Alicia M Gonzalez, MD
Director of Clinical Training & Implementation Leader – CA Bridge
Emergency Physician – Pioneers Memorial Hospital, Brawley, CA

BH Expansion Project
Brief overview of Northern Horizons Project
Gabriela Jimenez, Assistant Director, ICBHS

Q&A Session
Open floor for questions and comments from community

Closing remarks
Final thoughts

Presenters



Dr. Alicia Gonzalez
MD, CA Bridge & PMH



Eufemio Anaya
LMFT, ICBHS



Reymundo Gonzalez
BH Therapist, ICBHS



Jacob Welch
SUD Counselor III, ICBHS



BHExpansion@co.imperial.ca.us

<https://bhs.imperialcounty.org/>



Información al Foro Comunitario



Venga y únase a nosotros en un foro comunitario para conocer y dar sus comentarios sobre el proyecto de expansión de salud "Northern Horizons," cuyo objetivo es mejorar los servicios de salud conductual en su comunidad.

7 de Abril del 2025

6:00 PM



Si desea discutir algún tema en el foro o desea discutir algún tema en el foro, envíe sus preguntas con anticipación al siguiente correo electrónico: BHExpansion@co.imperial.ca.us

¡Nos vemos allí!

Letters of Support

5b.1

- Stephen C. Padilla, California Senator
- Marco Daniel Nunez, Presiding Judge
- Harold Ww. Walk Jr., Chairman of the Imperial County Behavioral Health Advisory Board
- Department of Rehabilitation Center
- Health Net
- Imperial County CEO's Office
- GEO Reentry Services
- Dr. Alicia M. Gonzalez, MD, FACEP, Director Health Clinical Training and Implementation Leader for CA Bridge and Emergency Physician at PMH
- El Centro Regional Medical Center
- Imperial County District Attorney's Office
- Alvarado Parkway Institute
- Imperial County Public Defender's Office
- CA Bridge/Public Health Institute's Bridge Center
- Imperial County Public Health Department
- Imperial County Sheriff's Office
- Imperial Valley Regional Occupational Program
- Riverside University Health System of Behavioral
- Imperial County Public Administrator
- Imperial County Department of Social Services
- Jackson House

Letters of Opposition

- Terri D. Sanders, Clerk of Session on Behalf of Elders of First Presbyterian Church, Brawley

5b.1

Community Concerns – Crime

"Substance use treatment facilities increase crime."

Reality:

- Studies show no increase in crime near outpatient or residential treatment facilities.
- Treatment stabilizes individuals and connects them to care. Untreated substance use drives public issues, not treatment.
- Communities with accessible treatment experience:
 - Reduced overdoses
 - Reduced emergency room utilization
 - Reduced law enforcement contacts



Community Concerns – Homelessness

"Substance use treatment facility will attract homeless individuals to the area."

Reality:

- This project aims to reduce street presence by addressing root causes, rather than ignoring them.
- Without treatment access, individuals remain untreated, unstable, visible in public spaces.
- Most clients served will be:
 - Local residents
 - Individuals who are currently accessing services through hospitals, jails, probation, and emergency services.



Community Concerns – Impact to Local Business

"Substance use treatment facility will affect local business."

Reality:

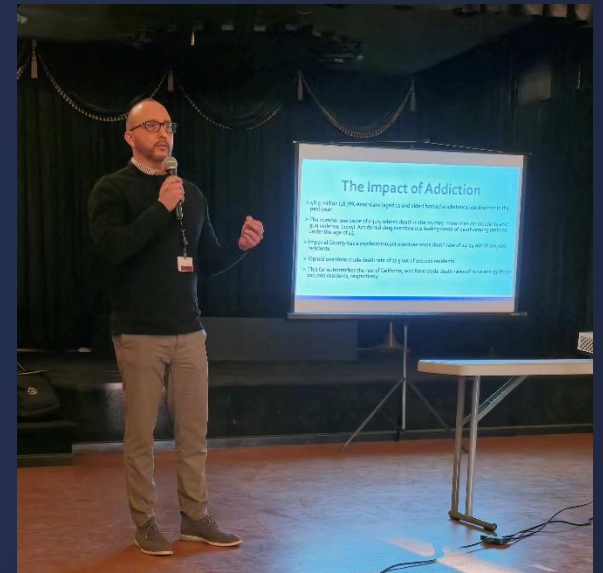
- Untreated substance use contribute to:
 - Public Intoxication
 - Property Damage
 - Disruptive Behaviors
- Treatment facilities operate with:
 - Scheduled appointments
 - Professional clinical oversight
 - Clear behavioral expectations
- Comparable projects statewide show neutral or positive economic impact.



Addressing Community Concerns

5b.1

- ICBHS provided information on the project:
 - Prevalence of overdose and drug related deaths in the north end areas of the county.
 - Services to be offered
 - Security measures
 - Experience in other similar clinics
- ICBHS provided research information on:
 - Crime, homelessness and the impact to retail related to
 - Stigma and discrimination around substance use create stereotypes unfounded fear of aggressive or unpredictable behaviors.
- ICBHS was able to correct the following misinformation:
 - ICBHS plans to lease space to other departments.
 - The facility will be an NTP “Methadone” clinic.
 - ICBHS will bring buses of people to Brawley and leave them in the city.



Community members changed their opposition after misinformation was corrected!

Stakeholder Involvement

5b.1



Purpose of the Northern Horizons Project

To provide timely and low barrier access to treatment.

- To address the rising rates of mental health and substance use conditions.
- To reduce the rising rates of drug overdoses and deaths.
- To address the critical gaps in mental health and substance use disorder treatment.
- To reduce the reliance on emergency room visits for care.
- To reduce the involvement of law enforcement and incarceration to address substance use.

Program Description – Population of Focus

This facility will be an outpatient behavioral health clinic staffed with qualified professionals with experience working with the following populations of focus:

- Transition-Age Youth ages 18 to 25
- Adults ages 26+
- Perinatal (pregnant and post partum women and their children)
- Older adults ages 65+

ICBHS plans to have approximately 65 positions at this location including psychiatrists, nursing staff, therapists, mental health rehabilitation technicians/specialists, SUD counselors, community service workers, peer support specialists, behavioral health workers, supervisors, and administrative support staff.

Program Description – Northern Horizons Services

5b.1

Substance Use Disorder Services

- Early Intervention
- Outpatient and Intensive Outpatient
- Ambulatory Withdrawal Management
- Medication for Addiction Treatment (MAT)
- Care Coordination
- Family Therapy
- Recovery Services
- Clinician Consultation
- Residential Treatment (out-of-county contract)
- Recovery Residences (local contract)
- Contingency Management
- Harm Reduction
- Crisis Intervention and Stabilization

Specialty Mental Health Services

- Crisis Intervention
- Crisis Stabilization
- Medication Support Services
- Mental Health Services – Therapy and Rehabilitation
- Targeted Case Management

Additional Integrated Services

- Transportation
- Housing Support
- Peer Support Services
- Walk-in Therapeutic Rooms
- In-Home Services
- Outreach and Engagement

Program Description – Campus-Type Model

Campus-Type Model: ICBHS will develop a “Campus-Type Model” to provide high-quality services using an integrated mental health and substance use disorder treatment approach.

- Enhance service delivery through whole person care.
- Collaboration across local agencies and health systems.
- Intensive behavioral health services in the least restrictive settings to support community integration, choice, and autonomy.
- Immediate interventions to address urgent behavioral health conditions.
- Utilize the “No Wrong Door” approach.

Project Description – Facility Renovation

- **Interior Improvements:** Rehabilitate and remodel approximately 20,951 sq. ft. consisting of new layout, finishes, and HVAC system.
- **Exterior improvements:** Modernization of the façade, re-roofing, parking lot repairs, new fencing, and replacement all exterior windows and doors with new energy efficient products.
- **Landscape:** Create an environmentally and drought friendly landscapes that will beautify the outdoors of the property to provide welcoming entrances.
- Sheriff's Office and Air Pollution will remain on site.

Accountability and Oversight

ICBHS will retain full oversight and performance monitoring in accordance with State and Federal regulations.

- Implement a clear intake, discharge and referral process.
- A structure process for coordinating appointments and group sessions.
- Establish policies to address loitering and nuisance behaviors.
- Coordination with law enforcement and other partner agencies.
- Security services will be provided.
- Transportation to and from appointments for those requiring assistance.

Equity and Access

The County has an obligation to ensure equitable access to care for all residents.

- Substance use and mental health disorders are a medical conditions, not a moral failure.
- Limited County funding have prevented the needed repairs of the building resulting in reduction of behavioral health services in the north end.
- Rural and underserved areas face:
 - Limited treatment options
 - Longer wait times
 - Higher overdose risks
 - Higher rates of discrimination and stigma related to substance use

5b.1

Fiscal Responsibility and Funding Reality

- Bond BHCIP funds are one-time, competitive, and time-limited. Funds are legally restricted to behavioral health infrastructure.
- No Impact to the County's General Funds as all costs for this project are covered with grant funds.
- If not accepted, ICBHS will lose money invested after being approved to apply.
- Rejecting the project does not free up money for other uses, ICBHS would forfeit state funding.
- Accepting these funds will help reduce the long-term cost tied to emergency services and incarceration.
- Accepting these funds will protect the County's credibility for future grants.

Northern Horizons Future Facility

5b.1



5b.1

Video - Testimonials

<https://www.youtube.com/watch?v=wG-ZoztCsZk>

5b.1

THANK YOU!



IMPERIAL COUNTY
Behavioral Health Services
MENTAL HEALTH & SUBSTANCE USE RECOVERY

City of Brawley

City Council
February 17, 2026
Agenda Item No 5c



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Award Southwest Brawley Street Maintenance Improvements Project Phase II.**

RECOMMENDATION:

Award Specification No. 2025-14 Southwest Brawley Street Maintenance Improvements Project Phase II to Union Pavement Services, Inc. for \$1,763,282.27 and authorize, if needed, a 15% contingency of \$264,492.34 for a total amount of \$2,027,774.61 and authorize the City Manager to execute all documentation concerning this project.

BACKGROUND INFORMATION:

The City Council previously approved a comprehensive Street Maintenance Program that divides the City of Brawley into four geographic quadrants. Each quadrant is placed on the Capital Improvement Program (CIP) list on a rotating basis to systematically improve street conditions throughout the City.

On December 19, 2025, the Engineering Department advertised Specification No. 2025-14 for the Southwest Brawley Street Maintenance Improvements Project, Phase II. Bid opening was held on January 13, 2026, and the City received five (5) responsive bids as summarized below:

Union Pavement Services, Inc. Jurupa Valley, CA	\$1,763,282.27
American Asphalt South, Inc. Riverside, CA	\$1,906,354.44
Pavement Coating Co. Jurupa Valley, CA	\$1,913,605.10
Doolittle Construction LLC Snoqualmie, WA	\$2,058,000.00
Roy Allen Slurry Seal Santa Fe Springs, CA	\$2,143,982.67

Union Pavement Services, Inc. submitted the lowest responsive and responsible bid. The local bidding preference factor does not apply, as all bidders are located outside of the Imperial Valley.

Staff have reviewed the bid proposal and confirmed that Union Pavement Services, Inc. meets all project specifications and licensing requirements.

FISCAL IMPACT:

The project was included as part of the FY25/26 CIP budget under project 2025-14 for a total allocation of \$ 1,500,000 from Measure D Funds (Fund 215). However, the total project cost will be \$ 2,027,775, therefore exceeding the budgeted allocation requiring a budget adjustment for FY25/26 from Measure D funds as follows:

215-315.000-920.421 - Expense, Transfer to Streets CIP	\$ 527,775
421-310.000-600.215- Revenue , Transfer from Measure D	\$ 527,775
421-310.000-800.300- Expense, Improvements other than bldgs.	\$ 527,775

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):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026

City of Brawley Bid Results											
Southwest Brawley Street Maintenance Improvement Project - Phase II Specificaion No. 2025-14 Bid Opening: January 13, 2026				Union Pavement Services, Inc. 2904 Rubidoux Blvd. Suite A Jurupa Valley, CA 92509 (951) 410-4858		American Asphalt South, Inc. 2990 Myers Street Riverside, CA 92503 (909) 427-8276		Pavement Coating Co. 10240 San Sevaine Way Jurupa Valley, CA 91752 (714) 826-3011		Doolittle Construction LLC 9350 Stone Quarry Road Snoqualmie, WA (775) 691-7232	

BASE BID SCHEDULE

Item #	Quantity	Unit of Measure	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	1	LS	Mobilization of Equipment and Material, Permits, Insurance, Bonds, Taxes, Portable Restroom Facilities, Freight, Submittal Documents, potable drinking water, safety requirements, meetings, utility identification and project signs, complete in its entirety in strict conformance with the contract documents.	\$ 168,000.00	\$ 168,000.00	\$ 215,750.00	\$ 215,750.00	\$ 345,500.00	\$ 345,500.00	\$ 299,311.30	\$ 299,311.30
2.	121,663	LBS	Furnish all labor, material, transportation, equipment and services for the placement of Crack Sealant in the cracks along the street sections listed and illustrated on the Improvement Plans. Include notification of Residents, Businesses, Schools, Government Agencies and Institutions at least 24 hours prior to crack sealing a given street section. The notification requirement is incidental to this item. Include the initial sweeping of the streets prior to crack sealing as an incidental item. Also, include the sweeping of the street area after crack sealing has been accomplished each work day as an incidental item. Traffic Control is included as incidental to this item. The placement of crack sealant shall be accomplished in strict conformance with the contract documents.	\$ 2.75	\$ 334,573.25	\$ 2.20	\$ 267,658.60	\$ 2.58	\$ 313,890.54	\$ 2.95	\$ 358,905.85
3.	2,062	TONS	Furnish all labor, material, transportation, equipment and services for the placement of a Type II slurry seal coat on the existing A.C. pavement surface along the street sections illustrated and listed on the Improvement Plans. Street sweeping, clean up, protection of utility covers and traffic control are incidental and to be included within this item. Notification of Residents, Businesses, Schools, Government Agencies, Post Office, Agencies and Institutions at least 24 hours prior to slurry seal coat application is incidental to this item. The slurry seal coat shall be compensated by this item per dry ton of aggregate utilized. The calculated weight of the dry aggregate to be placed per square yard was based upon 14.0 pounds per square yard as illustrated on the plans. The dry ton aggregate price shall include the incidental items noted by this item and the Specification requirements. It shall also include the remaining constituents in addition to the dry aggregate for the formulation of a modified slurry asphalt emulsion including but not limited to set control additives, coloring additives, styrene butadiene latex, water and all other required components. Slurry Testing shall be incidental to the slurry seal coat placement.	\$ 280.00	\$ 577,360.00	\$ 275.40	\$ 567,874.80	\$ 285.00	\$ 587,670.00	\$ 275.00	\$ 567,050.00
4.	575	TONS	Furnish all labor, material, transportation, equipment and services for the placement of a Type III slurry seal coat on the existing A.C. pavement surface along the street sections illustrated and listed on the Improvement Plans. Street sweeping, clean up, protection of utility covers and traffic control are incidental and to be included within this item. Notification of Residents, Businesses, Schools, Government Agencies, Post Office, Agencies and Institutions at least 24 hours prior to slurry seal coat application is incidental to this item. The slurry seal coat shall be compensated by this item per dry ton of aggregate utilized. The calculated weight of the dry aggregate to be placed per square yard was based upon 19.0 pounds per square yard as illustrated on the plans. The dry ton aggregate price shall include the incidental items noted by this item and the Specification requirements. It shall also include the remaining constituents in addition to the dry aggregate for the formulation of a modified slurry asphalt emulsion including but not limited to set control additives, coloring additives, styrene butadiene latex, water and all other required components. Slurry Testing shall be incidental to the slurry seal coat placement.	\$ 270.00	\$ 155,250.00	\$ 267.70	\$ 153,927.50	\$ 260.00	\$ 149,500.00	\$ 375.00	\$ 215,625.00
5.	168,055	SQYD	Furnish all labor, material, transportation, equipment, and services for the placement of a fog coat on the existing A.C. pavement surface along the street sections illustrated and listed on the Improvement Plans. Street sweeping, cleaning up, protection of utility covers, striping removal, and traffic control are incidental and to be included within this item. Notification of Residents, Businesses, Schools, Government Agencies, Post Offices, Agencies, and Institutions at least 24 hours prior to fog coat application is incidental to this item.	\$ 0.50	\$ 84,027.50	\$ 0.88	\$ 147,888.40	\$ 0.57	\$ 95,791.35	\$ 0.67	\$ 112,596.85
6.	260	EA	Paint white "STOP" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 21,060.00	\$ 220.00	\$ 57,200.00	\$ 77.60	\$ 20,176.00	\$ 200.00	\$ 52,000.00
7	9	EA	Paint white or yellow "XING" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 729.00	\$ 220.00	\$ 1,980.00	\$ 77.60	\$ 698.40	\$ 200.00	\$ 1,800.00
8.	2	EA	Paint yellow "SCHOOL" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 115.00	\$ 230.00	\$ 330.00	\$ 660.00	\$ 108.50	\$ 217.00	\$ 300.00	\$ 600.00
9.	2	EA	Paint yellow "SLOW" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 162.00	\$ 220.00	\$ 440.00	\$ 77.60	\$ 155.20	\$ 200.00	\$ 400.00
10.	14	EA	Paint white "AHEAD" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 95.00	\$ 1,330.00	\$ 275.00	\$ 3,850.00	\$ 91.00	\$ 1,274.00	\$ 250.00	\$ 3,500.00
11.	8	EA	Paint white "SIGNAL" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 97.00	\$ 776.00	\$ 330.00	\$ 2,640.00	\$ 93.00	\$ 744.00	\$ 300.00	\$ 2,400.00
12.	8	EA	Paint white "YIELD" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 95.00	\$ 760.00	\$ 275.00	\$ 2,200.00	\$ 91.00	\$ 728.00	\$ 250.00	\$ 2,000.00

13.	1	EA	Paint white "TURN" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 81.00	\$ 220.00	\$ 220.00	\$ 77.60	\$ 77.60	\$ 200.00	\$ 200.00
14.	5	EA	Paint white "PED" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 60.00	\$ 300.00	\$ 209.00	\$ 1,045.00	\$ 54.80	\$ 274.00	\$ 190.00	\$ 950.00
15.	17	EA	Paint white "COMPACT" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 35.00	\$ 595.00	\$ 385.00	\$ 6,545.00	\$ 34.10	\$ 579.70	\$ 350.00	\$ 5,950.00
16.	2	EA	Paint white "BIKE" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 162.00	\$ 220.00	\$ 440.00	\$ 77.60	\$ 155.20	\$ 200.00	\$ 400.00
17.	2	EA	Paint white "LANE" Legend on the A.C. pavement surface per Caltrans Standard Plan A24D in accordance with the Contract Documents.	\$ 81.00	\$ 162.00	\$ 220.00	\$ 440.00	\$ 77.60	\$ 155.20	\$ 200.00	\$ 400.00
18.	1	EA	Paint white "ONLY" Legend on the A.C. pavement surface per Caltrans Standard Plan A24E in accordance with the Contract Documents.	\$ 81.00	\$ 81.00	\$ 220.00	\$ 220.00	\$ 77.60	\$ 77.60	\$ 200.00	\$ 200.00
19.	5	EA	Paint white "NO PARKING" Legend on the A.C. pavement surface per Caltrans Standard Plan A24E in accordance with the Contract Documents.	\$ 35.00	\$ 175.00	\$ 165.00	\$ 825.00	\$ 34.10	\$ 170.50	\$ 150.00	\$ 750.00
20.	1	EA	Paint white "BUS" Legend on the A.C. pavement surface per Caltrans Standard Plan A24E in accordance with the Contract Documents.	\$ 37.00	\$ 37.00	\$ 165.00	\$ 165.00	\$ 54.85	\$ 54.85	\$ 150.00	\$ 150.00
21.	2	EA	Paint white "TRAIL" Legend on the A.C. pavement surface per Caltrans Standard Plan A24E in accordance with the Contract Documents.	\$ 95.00	\$ 190.00	\$ 275.00	\$ 550.00	\$ 91.00	\$ 182.00	\$ 250.00	\$ 500.00
22.	9	EA	Paint white Railroad Crossing Symbol on the A.C. pavement surface per Caltrans Standard Plan A24B in accordance with the Contract Documents.	\$ 515.00	\$ 4,635.00	\$ 550.00	\$ 4,950.00	\$ 491.00	\$ 4,419.00	\$ 500.00	\$ 4,500.00
23.	165	EA	Paint white Bike Lane Symbol with Person on the A.C. pavement surface per Caltrans Standard Plan A24C in accordance with the Contract Documents.	\$ 108.00	\$ 17,820.00	\$ 181.50	\$ 29,947.50	\$ 103.50	\$ 17,077.50	\$ 165.00	\$ 27,225.00
24.	46	EA	Paint white Shared Roadway Bicycle Marking on the A.C. pavement surface per Caltrans Standard Plan A24C in accordance with the Contract Documents.	\$ 97.00	\$ 4,462.00	\$ 192.50	\$ 8,855.00	\$ 93.00	\$ 4,278.00	\$ 175.00	\$ 8,050.00
25.	44	EA	Paint White Type I Arrow per Caltrans Standard Plan A24A.	\$ 43.00	\$ 1,892.00	\$ 104.50	\$ 4,598.00	\$ 41.40	\$ 1,821.60	\$ 95.00	\$ 4,180.00
26.	55	EA	Paint White Type IV (L) Arrow per Caltrans Standard Plan A24A.	\$ 52.00	\$ 2,860.00	\$ 110.00	\$ 6,050.00	\$ 49.65	\$ 2,730.75	\$ 100.00	\$ 5,500.00
27.	23	EA	Paint White Type IV (R) Arrow per Caltrans Standard Plan A24A.	\$ 52.00	\$ 1,196.00	\$ 110.00	\$ 2,530.00	\$ 49.65	\$ 1,141.95	\$ 100.00	\$ 2,300.00
28.	6	EA	Paint White Type VI Arrow per Caltrans Standard Plan A24A.	\$ 63.00	\$ 378.00	\$ 308.00	\$ 1,848.00	\$ 60.00	\$ 360.00	\$ 280.00	\$ 1,680.00
29.	7	EA	Paint White Type VII (L) Arrow per Caltrans Standard Plan A24A.	\$ 63.00	\$ 441.00	\$ 198.00	\$ 1,386.00	\$ 60.00	\$ 420.00	\$ 180.00	\$ 1,260.00
30.	12	EA	Paint White Type VII (R) Arrow per Caltrans Standard Plan A24A.	\$ 63.00	\$ 756.00	\$ 198.00	\$ 2,376.00	\$ 60.00	\$ 720.00	\$ 180.00	\$ 2,160.00
31.	1	EA	Paint White Type VIII Arrow per Detail C on Plan Sheet 15.	\$ 105.00	\$ 105.00	\$ 192.50	\$ 192.50	\$ 99.35	\$ 99.35	\$ 175.00	\$ 175.00
32.	165	EA	Paint White Bike Lane Arrow per Caltrans Standard Plan A24A.	\$ 108.00	\$ 17,820.00	\$ 82.50	\$ 13,612.50	\$ 103.50	\$ 17,077.50	\$ 75.00	\$ 12,375.00
33.	2	EA	Paint White Type IX (U-Turn) Arrow per Caltrans Standard Plan A24H.	\$ 87.00	\$ 174.00	\$ 220.00	\$ 440.00	\$ 82.80	\$ 165.60	\$ 200.00	\$ 400.00
34.	2	EA	Paint International Symbol of Accessibility (ISA) Marking for Handicap Parking Per Caltrans Standard Plan A24C.	\$ 270.00	\$ 540.00	\$ 220.00	\$ 440.00	\$ 258.75	\$ 517.50	\$ 200.00	\$ 400.00
35.	9,299	L.F.	Paint 6-inch-wide dashed single yellow centerline stripe per Caltrans Standard Plan Detail 2/A20A.	\$ 0.65	\$ 6,044.35	\$ 0.55	\$ 5,114.45	\$ 0.62	\$ 5,765.38	\$ 0.50	\$ 4,649.50
36.	1,047	L.F.	Paint 6-inch-wide dashed single yellow centerline stripe per Caltrans Standard Plan Detail 6/A20A.	\$ 0.65	\$ 680.55	\$ 0.55	\$ 575.85	\$ 0.62	\$ 649.14	\$ 0.50	\$ 523.50
37.	7,516	L.F.	Paint 6-inch-wide dashed white lane line stripe per Caltrans Standard Plan Detail 9/A20A.	\$ 0.65	\$ 4,885.40	\$ 0.55	\$ 4,133.80	\$ 0.62	\$ 4,659.92	\$ 0.50	\$ 3,758.00
38.	3,150	L.F.	Paint 6-inch-wide one-direction no-passing zone yellow centerline stripe per Caltrans Standard Plan Detail 16/A20A.	\$ 1.00	\$ 3,150.00	\$ 0.88	\$ 2,772.00	\$ 0.95	\$ 2,992.50	\$ 0.80	\$ 2,520.00
39.	50	L.F.	Paint 6-inch-wide one-direction no-passing zone yellow centerline stripe per Caltrans Standard Plan Detail 19/A20A.	\$ 1.00	\$ 50.00	\$ 0.88	\$ 44.00	\$ 0.95	\$ 47.50	\$ 0.80	\$ 40.00
40.	31,685	L.F.	Paint 6-inch-wide two-direction no-passing zone yellow centerline stripe per Caltrans Standard Plan Detail 22/A20A.	\$ 1.13	\$ 35,804.05	\$ 1.10	\$ 34,853.50	\$ 1.08	\$ 34,219.80	\$ 1.00	\$ 31,685.00
41.	9,491	L.F.	Paint 6-inch-wide yellow edge line stripe per Caltrans Standard Plan Detail 25/A20B.	\$ 0.85	\$ 8,067.35	\$ 0.61	\$ 5,789.51	\$ 0.80	\$ 7,592.80	\$ 0.55	\$ 5,220.05
42.	15,630	L.F.	Paint 6-inch-wide white edge line stripe per Caltrans Standard Plan Detail 27B/A20B.	\$ 0.85	\$ 13,285.50	\$ 0.61	\$ 9,534.30	\$ 0.80	\$ 12,504.00	\$ 0.55	\$ 8,596.50
43.	1,990	L.F.	Paint 6-inch-wide yellow median island line stripe per Caltrans Standard Plan Detail 29/A20B.	\$ 1.13	\$ 2,248.70	\$ 2.42	\$ 4,815.80	\$ 1.08	\$ 2,149.20	\$ 2.20	\$ 4,378.00
44.	1,537	L.F.	Paint 6-inch-wide yellow two-way left turn lane stripe per Caltrans Standard Plan Detail 32/A20B.	\$ 1.00	\$ 1,537.00	\$ 2.31	\$ 3,550.47	\$ 0.95	\$ 1,460.15	\$ 2.10	\$ 3,227.70
45.	1,025	L.F.	Paint 8-inch-wide white lane drop stripe at intersections per Caltrans Standard Plan Detail 37B/A20C.	\$ 1.35	\$ 1,383.75	\$ 0.77	\$ 789.25	\$ 1.28	\$ 1,312.00	\$ 0.70	\$ 717.50
46.	4,109	L.F.	Paint 8-inch-wide white channelizing line stripe per Caltrans Standard Plan Detail 38/A20D.	\$ 1.35	\$ 5,547.15	\$ 0.83	\$ 3,410.47	\$ 1.28	\$ 5,259.52	\$ 0.75	\$ 3,081.75
47.	250	L.F.	Paint 8-inch-wide white channelizing line stripe per Caltrans Standard Plan Detail 38B/A20D.	\$ 1.35	\$ 337.50	\$ 8.80	\$ 2,200.00	\$ 1.28	\$ 320.00	\$ 8.00	\$ 2,000.00
48.	95,190	L.F.	Paint 6-inch-wide white solid bike lane line stripe per Caltrans Standard Plan Detail 39/A20D.	\$ 0.84	\$ 79,959.60	\$ 0.66	\$ 62,825.40	\$ 0.80	\$ 76,152.00	\$ 0.60	\$ 57,114.00
49.	11,539	L.F.	Paint 6-inch-wide white dashed intersection bike lane line stripe per Caltrans Standard Plan Detail 39A/A20D.	\$ 0.84	\$ 9,692.76	\$ 0.61	\$ 7,038.79	\$ 0.80	\$ 9,231.20	\$ 0.55	\$ 6,346.45
50.	492	L.F.	Paint 6-inch-wide yellow dashed centerline extensions stripe through intersections per Caltrans Standard Plan Detail 41/A20D.	\$ 1.10	\$ 541.20	\$ 0.66	\$ 324.72	\$ 1.00	\$ 492.00	\$ 0.60	\$ 295.20

51.	26,891	S.F.	Paint white continental crosswalk per Caltrans Standard Plan A24F.	\$	2.43	\$ 65,345.13	\$	3.55	\$ 95,463.05	\$	2.30	\$ 61,849.30	\$	3.25	\$ 87,395.75
52.	6,716	S.F.	Paint yellow continental crosswalk within school areas per Caltrans Standard Plan A24F.	\$	2.43	\$ 16,319.88	\$	3.55	\$ 23,841.80	\$	2.30	\$ 15,446.80	\$	3.25	\$ 21,827.00
53.	41	S.F.	Paint green continental crosswalk for bike crossing per Caltrans Standard Plan A24F.	\$	4.90	\$ 200.90	\$	10.95	\$ 448.95	\$	4.60	\$ 188.60	\$	9.95	\$ 407.95
54.	5,860	L.F.	Paint 12-inch-wide white limit line (stop line) per Caltrans Standard Plan A24G.	\$	2.43	\$ 14,239.80	\$	3.55	\$ 20,803.00	\$	2.30	\$ 13,478.00	\$	3.25	\$ 19,045.00
55.	127	L.F.	Paint 24-inch-wide white limit line (stop line) per Caltrans Standard Plan A24G.	\$	5.00	\$ 635.00	\$	7.15	\$ 908.05	\$	4.60	\$ 584.20	\$	6.50	\$ 825.50
56.	336	S.F.	Paint white yield line per Caltrans Standard Plan A24G.	\$	10.25	\$ 3,444.00	\$	7.70	\$ 2,587.20	\$	9.80	\$ 3,292.80	\$	6.95	\$ 2,335.20
57.	2,821	L.F.	Paint 6-inch-wide white diagonal stripe for bike lane buffer per Detail E on Plan Sheet 16.	\$	1.25	\$ 3,526.25	\$	2.48	\$ 6,996.08	\$	1.20	\$ 3,385.20	\$	2.25	\$ 6,347.25
58.	535	L.F.	Paint 6-inch-wide white diagonal stripe for bike lane buffer per Detail E on Plan Sheet 16.	\$	1.25	\$ 668.75	\$	2.48	\$ 1,326.80	\$	1.20	\$ 642.00	\$	2.25	\$ 1,203.75
59.	435	L.F.	Paint 18-inch-wide white diagonal stripe for gore areas per Detail F on Plan Sheet 16.	\$	2.70	\$ 1,174.50	\$	5.34	\$ 2,322.90	\$	2.50	\$ 1,087.50	\$	4.85	\$ 2,109.75
60.	193	L.F.	Paint 18-inch-wide white chevron "V" stripe for gore areas per Detail F on Plan Sheet 16.	\$	2.70	\$ 521.10	\$	5.34	\$ 1,030.62	\$	2.50	\$ 482.50	\$	4.85	\$ 936.05
61.	507	L.F.	Paint 18-inch-wide yellow diagonal stripe for gore areas per Detail F on Plan Sheet 16.	\$	2.70	\$ 1,368.90	\$	5.50	\$ 2,788.50	\$	2.50	\$ 1,267.50	\$	5.00	\$ 2,535.00
62.	36	L.F.	Paint 12-inch-wide yellow chevron "V" stripe for gore areas per Detail F on Plan Sheet 16.	\$	2.50	\$ 90.00	\$	3.58	\$ 128.88	\$	2.30	\$ 82.80	\$	3.25	\$ 117.00
63.	2,676	L.F.	Paint 4-inch-wide white stripe for parking spaces, accessible parking stalls and aisles, and other pavement markings	\$	1.50	\$ 4,014.00	\$	2.48	\$ 6,636.48	\$	1.40	\$ 3,746.40	\$	2.25	\$ 6,021.00
64.	279	L.F.	Paint 4-inch-wide blue stripe for accessible parking stalls and aisles.	\$	1.60	\$ 446.40	\$	2.48	\$ 691.92	\$	1.50	\$ 418.50	\$	2.25	\$ 627.75
65.	58	EA	Paint white Pedestrian Path Marking per Detail B on Plan Sheet 15.	\$	48.00	\$ 2,784.00	\$	165.00	\$ 9,570.00	\$	45.50	\$ 2,639.00	\$	150.00	\$ 8,700.00
66.	6	EA	Paint white Speed Hump Markings per CA MUTCD 2014-9 Figure 3B-29, Option C. (See Plan Sheet 15).	\$	115.00	\$ 690.00	\$	368.50	\$ 2,211.00	\$	111.50	\$ 669.00	\$	335.00	\$ 2,010.00
67.	5	EA	Paint white "Bump" Legend per Detail A on Plan Sheet 15.	\$	81.00	\$ 405.00	\$	237.35	\$ 1,186.75	\$	77.60	\$ 388.00	\$	215.77	\$ 1,078.85
68.	6	EA	Paint white "Hump" Legend per Detail A on Plan Sheet 15.	\$	81.00	\$ 486.00	\$	236.50	\$ 1,419.00	\$	77.60	\$ 465.60	\$	215.00	\$ 1,290.00
69.	376	EA	Install blue reflective raised pavement markers – two (2) reflective faces.	\$	16.00	\$ 6,016.00	\$	4.68	\$ 1,759.68	\$	15.50	\$ 5,828.00	\$	4.25	\$ 1,598.00
70.	3,251	EA	Install Type "D" two-way yellow retroreflective raised pavement markers.	\$	4.90	\$ 15,929.90	\$	4.68	\$ 15,214.68	\$	4.60	\$ 14,954.60	\$	4.25	\$ 13,816.75
71.	374	EA	Install Type "H" one-way clear retroreflective raised pavement markers.	\$	4.90	\$ 1,832.60	\$	4.68	\$ 1,750.32	\$	4.60	\$ 1,720.40	\$	4.25	\$ 1,589.50
72.	399	EA	Install Type "H" one-way yellow retroreflective raised pavement markers.	\$	4.90	\$ 1,955.10	\$	4.68	\$ 1,867.32	\$	4.60	\$ 1,835.40	\$	4.25	\$ 1,695.75
73.	22,254	L.F.	Paint face and top of curb (no parking curb) with two (2) applications of red paint.	\$	2.15	\$ 47,846.10	\$	2.10	\$ 46,733.40	\$	2.00	\$ 44,508.00	\$	1.95	\$ 43,395.30
74.	345	L.F.	Paint face and top of curb (loading and unloading zone) with two (2) applications of yellow paint.	\$	2.15	\$ 741.75	\$	2.15	\$ 741.75	\$	2.00	\$ 690.00	\$	1.95	\$ 672.75
75.	124	L.F.	Paint face and top of curb (handicap zone) with two (2) applications of blue paint.	\$	2.15	\$ 266.60	\$	3.30	\$ 409.20	\$	2.00	\$ 248.00	\$	3.00	\$ 372.00
			Sub-Total			\$ 1,763,282.27			\$ 1,906,354.44			\$ 1,913,605.10			\$ 2,058,000.00
			15% Contingency			\$ 264,492.34			\$ 285,953.17			\$ 287,040.77			\$ 308,700.00
			Grand Total			\$ 2,027,774.61			\$ 2,192,307.61			\$ 2,200,645.87			\$ 2,366,700.00

Roy Allan Slurry Seal, Inc.
12643 Emmens Way
Santa Fe Springs, CA 90670
(562) 864-3363

Unit Price	Total
\$ 60,000.00	\$ 60,000.00
\$ 2.95	\$ 358,905.85
\$ 365.06	\$ 752,753.72
\$ 391.62	\$ 225,181.50
\$ 1.15	\$ 193,263.25
\$ 220.00	\$ 57,200.00
\$ 220.00	\$ 1,980.00
\$ 330.00	\$ 660.00
\$ 220.00	\$ 440.00
\$ 275.00	\$ 3,850.00
\$ 330.00	\$ 2,640.00
\$ 275.00	\$ 2,200.00

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\$ 220.00	\$ 220.00
\$ 210.00	\$ 1,050.00
\$ 385.00	\$ 6,545.00
\$ 220.00	\$ 440.00
\$ 220.00	\$ 440.00
\$ 220.00	\$ 220.00
\$ 165.00	\$ 825.00
\$ 165.00	\$ 165.00
\$ 275.00	\$ 550.00
\$ 550.00	\$ 4,950.00
\$ 180.00	\$ 29,700.00
\$ 190.00	\$ 8,740.00
\$ 105.00	\$ 4,620.00
\$ 110.00	\$ 6,050.00
\$ 110.00	\$ 2,530.00
\$ 310.00	\$ 1,860.00
\$ 200.00	\$ 1,400.00
\$ 200.00	\$ 2,400.00
\$ 190.00	\$ 190.00
\$ 83.00	\$ 13,695.00
\$ 220.00	\$ 440.00
\$ 220.00	\$ 440.00
\$ 0.55	\$ 5,114.45
\$ 0.55	\$ 575.85
\$ 0.55	\$ 4,133.80
\$ 0.88	\$ 2,772.00
\$ 0.88	\$ 44.00
\$ 1.10	\$ 34,853.50
\$ 0.60	\$ 5,694.60
\$ 0.60	\$ 9,378.00
\$ 2.40	\$ 4,776.00
\$ 2.30	\$ 3,535.10
\$ 0.77	\$ 789.25
\$ 0.82	\$ 3,369.38
\$ 8.80	\$ 2,200.00
\$ 0.66	\$ 62,825.40
\$ 0.60	\$ 6,923.40
\$ 0.66	\$ 324.72

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\$	3.55	\$	95,463.05
\$	3.55	\$	23,841.80
\$	10.95	\$	448.95
\$	3.55	\$	20,803.00
\$	7.15	\$	908.05
\$	7.65	\$	2,570.40
\$	2.50	\$	7,052.50
\$	2.50	\$	1,337.50
\$	5.35	\$	2,327.25
\$	5.35	\$	1,032.55
\$	5.50	\$	2,788.50
\$	3.55	\$	127.80
\$	2.50	\$	6,690.00
\$	2.50	\$	697.50
\$	165.00	\$	9,570.00
\$	368.00	\$	2,208.00
\$	235.00	\$	1,175.00
\$	235.00	\$	1,410.00
\$	4.70	\$	1,767.20
\$	4.70	\$	15,279.70
\$	4.70	\$	1,757.80
\$	4.70	\$	1,875.30
\$	2.15	\$	47,846.10
\$	2.15	\$	741.75
\$	3.30	\$	409.20
		\$	2,143,982.67
		\$	321,597.40
		\$	2,465,580.07

5c.1

City of Brawley

City Council
February 17, 2026
Agenda Item No 5d



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Construction Management and Inspection Services from the Holt Group for Street Maintenance Project Phase II.**

RECOMMENDATION:

Award Contract to The Holt Group, Inc. for the Construction Management and Inspection Services for the Southwest Brawley Street Maintenance Improvements Project Phase II in an amount that does not exceed \$138,600.00 and authorize the City Manager to execute all documentation concerning this project.

BACKGROUND INFORMATION:

The Holt Group proposes providing construction management and inspection services for the Southwest Brawley Street Maintenance Improvements Project Phase II at a cost of \$138,600.00. The project includes crack sealing, slurry seal coat placement (Type II and Type III), and SS-1H fog sealing across approximately 21.89 miles of the City's street system.

The Holt Group will assist the City by conducting the pre-construction conference, reviewing and submitting construction-related documents, overseeing traffic control, performing construction inspections, responding to Requests for Information (RFIs), maintaining quantity tracking sheets, reviewing contractor weekly work schedules, and maintaining communication between the City and contractor, including residents, businesses, school staff, and emergency responders. Additionally, they will ensure protection of utility covers during slurry seal operations, review contractor pay applications for material quantity accuracy, and prepare a final punch list to verify project completion and compliance with contract requirements.

As the City's retained engineering partner, The Holt Group is exempt from the standard Request for Proposals (RFP) process under the current Master Services Agreement. This allows the City to avoid lengthy procurement timelines and proceed efficiently toward construction. Utilizing The Holt Group's on-call status ensures project continuity and supports a seamless transition from project planning into field implementation.

FISCAL IMPACT:

The FY 2025/26 Capital Improvement Budget includes Project No. 2025-14, funded in the amount of \$1.5 million using Measure D as the funding source. Therefore, no additional budget adjustments are required. Expenditures will be charged to Measure D – Professional Services, Account 215-312-000-730-100.

ALTERNATIVES:

No alternative is recommended at this time.

ATTACHMENTS:

- 1. Proposal
- 2. Agreement

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 2/10/2026

Approved - 2/10/2026

January 13, 2026

Mr. Rom Medina
Director of Public Works and Operations
City of Brawley
180 South Western Avenue
Brawley, California 92227

Re: City of Brawley – Southwest Brawley Street Maintenance Improvement Project –
Phase II – Resident Engineering and Construction Management Services Proposal
THG Proposal Number 2026-012

Dear Mr. Medina,

The Holt Group recently completed the City of Brawley – Southwest Brawley Street System Assessment Report and Maintenance Design. The Southwest Brawley Street Maintenance Improvement Project will provide improvements consisting of crack sealing, slurry sealcoat placement (Type II and Type III) and SS-1H fog sealing on 21.89 miles of the street system. Other work associated with the street maintenance improvement project includes identification and protection of utility covers, traffic control, pavement striping removal and pavement striping installation. Pavement striping includes the installation of stop bars and stop legends, crosswalks, centerline striping, bike lane striping, bike lane symbols, raised pavement marker installation, painting of curbs related to parking requirements and similar items. The Holt Group is proposing to provide Resident Engineering and Construction Management Services for the 21.89 miles of streets to receive maintenance improvements. The construction period for this project is anticipated to be 90 calendar days.

The Holt Group proposes providing the following Resident Engineering and Construction Management scope of work items:

1. Assist the City of Brawley in conducting the pre-construction conference. Assist the City of Brawley with preparing the pre-construction conference agenda, pre-construction conference attendance record and pre-construction conference memorandum. Assist the City of Brawley with scheduling the pre-construction conference with the contractor and sub-contractors.
2. Review submittal documents forwarded by the contractor for materials, traffic control, project schedule and other items.

5d.1

3. Monitor construction activities on a full-time basis while the contractor or subcontractors are at the project site. If two (2) sets of construction crews are at the project site completing crack sealing, pavement striping or other activities then the Holt Group shall position two (2) personnel at the site to inspect the work completed by each crew. The installation of materials in conformance with the plans and specifications shall be verified. A detailed construction activity report shall be completed at the end of each day's construction activities. The weather conditions, daily work description, list of construction personnel at the project site, list of equipment at the project site, hours at which construction work commenced and ended, any unusual occurrences, quantities of materials placed at the site, safety issues and similar items are to be included in the construction activity report.

4. Respond to Request for Information (RFI) forms submitted by the contractor. Review RFI responses with the Brawley Public Works Staff prior to forwarding the RFI responses to the contractor.

5. Maintain spreadsheets on the quantity of materials placed in the field. The spreadsheets will be updated each day work occurs at the site. As the contractor's payment compensation is determined by the bid unit price for each unit installed in the field, it is important that the quantity of materials placed be carefully monitored each day by the project Resident Engineering and Construction Management Staff to accurately document and monitor the project construction costs and budget. The Resident Engineering and Construction Management Staff shall meet with the Brawley Public Works Staff on a weekly basis and review the project costs and budget.

6. Review the contractor's weekly work schedule. Ensure that notices to residents, schools, businesses, the fire department, the police department, city hall, the public works department and all others affected by the street maintenance improvements are distributed the week prior to commencing the work effort. Ensure that hard copy notices are distributed to residents and businesses 48 hours before work commences to restrict parking on streets ready for improvements.

7. Maintain open communication between the residences, businesses, school staff, police department, fire department, city hall, the public works department and all other agencies during the construction project to answer questions, give updates on scheduling and provide a positive relationship with the public during the street maintenance improvement project.

8. Prior to the commencement of an SS-1H or slurry sealcoat application the Resident Engineering and Construction Management Staff is to ensure all water valve covers, sanitary sewer manholes, gas valve covers, survey covers, and all other utilities are protected with a temporary covering. After the SS-1H or slurry sealcoat is installed the Resident Engineering and Construction Management Staff is to ensure the utility cover temporary covering is removed and that the utility cover is fully visible.

5d.1

9. Review traffic control established by the contractor for each street section to receive maintenance improvements. Enforce that traffic control is maintained during the street improvement project.

10. Review the monthly payment request submitted by the contractor. Review that the monthly payment request is accurate and correct prior to forwarding it to the Brawley Public Works Staff for approval.

11. A final review will be completed at the conclusion of the project construction. The Holt Group will prepare a "punch list" of any remedial items to be completed by the contractor prior to project acceptance by the City of Brawley.

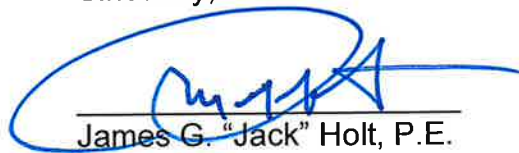
12. Review change orders submitted by the contractor. Forward reviewed change orders to the Brawley Public Works Department for review and approval. At the conclusion of the project, the preparation of a "balancing change order", to modify the material bid quantity to the actual quantity placed during the construction period is to be prepared. The contractor will be compensated for the actual amount of material installed during the construction project.

It is assumed that the City of Brawley will provide Labor Standards Compliance Monitoring for this project.

The Holt Group proposes to provide Resident Engineering and Construction Management Services for the not to exceed lump sum of \$138,600.00.

If questions arise, please contact me. Thank you for the opportunity to submit this proposal to the City of Brawley.

Sincerely,



James G. "Jack" Holt, P.E.
Secretary/ CFO
The Holt Group, Inc.



**CITY OF BRAWLEY
CONSULTING SERVICES CONTRACT
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
FOR
SOUTHWEST BRAWLEY STREET
MAINTENANCE IMPROVEMENTS PROJECT PHASE II**

5d.2

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley ("City") and The Holt Group, Inc. ("Consultant").
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
- 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Consultant would use to perform and complete the requirements of this Contract on time, exercising the degree of care, competence, and prudence customarily imposed on a Consultant performing similar work in the State of California.
- 2.2 **Contract.** This Contract, including all referenced documents, between City and Consultant for the performance of the Work, and any subsequent written modifications or amendments executed by City and Consultant.
- 2.3 **Consultant.** The legal entity that executes this Contract with the City to perform the Work.
- 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
- 2.5 **Contract Manager.** The title of the person designated by the City to be its representative with authority to act for the City regarding this Contract and the Work of the Consultant.
- 2.6 **Work.** All or a part or phase of the obligations undertaken by the Consultant according to the Contract.
- 3.0 **Time of Contract.** The Consultant shall perform the services required under this Contract within 120 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** The city hereby retains and engages the Consultant, and the Consultant accepts such engagement to Provide Construction Management for the Southwest Brawley Street Maintenance Improvements Project Phase II.
- 4.1 Details of the Scope of Work are contained in the Proposal to provide Construction Management and Inspection Services for the Southwest Brawley Street Maintenance Project Phase II dated January 13, 2026, attached herewith as Exhibit A and made a part hereof by this reference.
- 5.0 **Manner of Compensation.** For the performance of services rendered under this Contract, the City will pay the Consultant a fee based on the following, subject to the limitation of the maximum expenditure provided herein:
- 5.1 **Maximum Fee.** The maximum fee under this Contract is One Hundred Thirty-Eight Thousand Six Hundred Dollars (\$138,600.00) without prior express written consent of the City. If the consultant anticipates the need for services in excess of the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
- 5.2 **Extra Work.** Consultant shall not perform extra work of any kind without prior express written consent of City.

6.0 **Payment**

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

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

7.0 **Records and Audits**

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

8.0 **Control of Work.**

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

9.0 **Ownership of Documents**

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

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

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

- 5d.2
- c. Information developed by or in the custody of Consultant before entering into this Agreement.
 - d. Information developed by the Consultant through its work with other clients; and
 - e. Information required to be disclosed by law or regulation includes, but is not limited to, subpoena, court order, or administrative order.

10.0 Duties of Consultant

- 10.1 Degree of Care. In the performance of its services hereunder, Consultant shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Consultants in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations at the same time and in the same locality.
- 10.2 Licenses. Consultant represents to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Consultant to practice its profession.
- 10.3 Correction of Improper Services. Consultant shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein if the Consultant is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. The consultant shall perform the remedial services at no additional cost to the City.

11.0 Suspension

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

12.0 Termination

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

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

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incurred or to be incurred by City because of Consultant's default hereunder and which City would not have otherwise incurred if Consultant had not defaulted hereunder.

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

13.0 Insurance

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

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

- 5d 2
- 13.4 Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance covering the services to be performed in connection with this Agreement shall be maintained with policy limits of not less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Consultant agrees to maintain continuous coverage for a period no less than three years after completion of the services required by this Agreement.

14.0 Indemnification

For Professional Liability

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

For other than Professional Liability

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

15.0 Relationship of Parties

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

16.0 Assignment and Subcontracting

- 16.1 Non-Assignment. A substantial inducement to the City for entering into this Contract is the professional reputation, experience, and competence of the Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Contract will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If the City consents to such subcontract, the Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
- 16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

17.0 Laws and Regulations

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

18.0 Force Majeure

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to

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the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

19.0 Attorneys' Fees

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

20.0 Governing Law and Venue

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

21.0 Integration

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

22.0 Authorized Representatives and Notices

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

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

TO: City of Brawley
Romualdo Medina, Public Works Director
Operations
180 South Western Avenue
Brawley, CA 92227

TO: The Holt Group, Inc..
James G. Holt, Secretary/CFO
1601 North Imperial Avenue
El Centro, CA 92243
Phone: (760) 337-3883

Phone: (760) 587-4047
Fax: (760) 344-5612
E-mail: rmedina@brawley-ca.gov

Fax: (760) 337-5997
E-mail: jack@theholtgroup.net

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22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

23.0 Waiver

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

24.0 Survival of Obligations and Liabilities

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

25.0 Severability

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

26.0 Execution and Effective Date. This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the 17th day of February 2026.

Dated: February 17, 2026.

CITY OF BRAWLEY

By: _____
Rebecca Terrazas-Baxter Interim City Manager

The Holt Group, Inc.

ATTEST:

By: _____
James G. Holt, Secretary/CFO

By: _____
Ana Gutierrez, City Clerk

EXHIBIT A

January 13, 2026

Mr. Rom Medina
Director of Public Works and Operations
City of Brawley
180 South Western Avenue
Brawley, California 92227

Re: City of Brawley – Southwest Brawley Street Maintenance Improvement Project –
Phase II – Resident Engineering and Construction Management Services Proposal
THG Proposal Number 2026-012

Dear Mr. Medina,

The Holt Group recently completed the City of Brawley – Southwest Brawley Street System Assessment Report and Maintenance Design. The Southwest Brawley Street Maintenance Improvement Project will provide improvements consisting of crack sealing, slurry sealcoat placement (Type II and Type III) and SS-1H fog sealing on 21.89 miles of the street system. Other work associated with the street maintenance improvement project includes identification and protection of utility covers, traffic control, pavement striping removal and pavement striping installation. Pavement striping includes the installation of stop bars and stop legends, crosswalks, centerline striping, bike lane striping, bike lane symbols, raised pavement marker installation, painting of curbs related to parking requirements and similar items. The Holt Group is proposing to provide Resident Engineering and Construction Management Services for the 21.89 miles of streets to receive maintenance improvements. The construction period for this project is anticipated to be 90 calendar days.

The Holt Group proposes providing the following Resident Engineering and Construction Management scope of work items:

1. Assist the City of Brawley in conducting the pre-construction conference. Assist the City of Brawley with preparing the pre-construction conference agenda, pre-construction conference attendance record and pre-construction conference memorandum. Assist the City of Brawley with scheduling the pre-construction conference with the contractor and sub-contractors.
2. Review submittal documents forwarded by the contractor for materials, traffic control, project schedule and other items.

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3. Monitor construction activities on a full-time basis while the contractor or subcontractors are at the project site. If two (2) sets of construction crews are at the project site completing crack sealing, pavement striping or other activities then the Holt Group shall position two (2) personnel at the site to inspect the work completed by each crew. The installation of materials in conformance with the plans and specifications shall be verified. A detailed construction activity report shall be completed at the end of each day's construction activities. The weather conditions, daily work description, list of construction personnel at the project site, list of equipment at the project site, hours at which construction work commenced and ended, any unusual occurrences, quantities of materials placed at the site, safety issues and similar items are to be included in the construction activity report.

4. Respond to Request for Information (RFI) forms submitted by the contractor. Review RFI responses with the Brawley Public Works Staff prior to forwarding the RFI responses to the contractor.

5. Maintain spreadsheets on the quantity of materials placed in the field. The spreadsheets will be updated each day work occurs at the site. As the contractor's payment compensation is determined by the bid unit price for each unit installed in the field, it is important that the quantity of materials placed be carefully monitored each day by the project Resident Engineering and Construction Management Staff to accurately document and monitor the project construction costs and budget. The Resident Engineering and Construction Management Staff shall meet with the Brawley Public Works Staff on a weekly basis and review the project costs and budget.

6. Review the contractor's weekly work schedule. Ensure that notices to residents, schools, businesses, the fire department, the police department, city hall, the public works department and all others affected by the street maintenance improvements are distributed the week prior to commencing the work effort. Ensure that hard copy notices are distributed to residents and businesses 48 hours before work commences to restrict parking on streets ready for improvements.

7. Maintain open communication between the residences, businesses, school staff, police department, fire department, city hall, the public works department and all other agencies during the construction project to answer questions, give updates on scheduling and provide a positive relationship with the public during the street maintenance improvement project.

8. Prior to the commencement of an SS-1H or slurry sealcoat application the Resident Engineering and Construction Management Staff is to ensure all water valve covers, sanitary sewer manholes, gas valve covers, survey covers, and all other utilities are protected with a temporary covering. After the SS-1H or slurry sealcoat is installed the Resident Engineering and Construction Management Staff is to ensure the utility cover temporary covering is removed and that the utility cover is fully visible.

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9. Review traffic control established by the contractor for each street section to receive maintenance improvements. Enforce that traffic control is maintained during the street improvement project.

10. Review the monthly payment request submitted by the contractor. Review that the monthly payment request is accurate and correct prior to forwarding it to the Brawley Public Works Staff for approval.

11. A final review will be completed at the conclusion of the project construction. The Holt Group will prepare a "punch list" of any remedial items to be completed by the contractor prior to project acceptance by the City of Brawley.

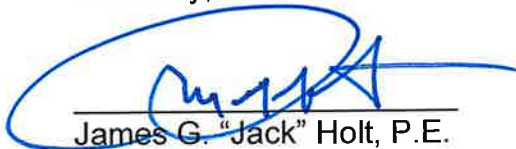
12. Review change orders submitted by the contractor. Forward reviewed change orders to the Brawley Public Works Department for review and approval. At the conclusion of the project, the preparation of a "balancing change order", to modify the material bid quantity to the actual quantity placed during the construction period is to be prepared. The contractor will be compensated for the actual amount of material installed during the construction project.

It is assumed that the City of Brawley will provide Labor Standards Compliance Monitoring for this project.

The Holt Group proposes to provide Resident Engineering and Construction Management Services for the not to exceed lump sum of \$138,600.00.

If questions arise, please contact me. Thank you for the opportunity to submit this proposal to the City of Brawley.

Sincerely,



James G. "Jack" Holt, P.E.
Secretary/ CFO
The Holt Group, Inc.

EXHIBIT B
Typical Monthly Invoice
Consultant's Letterhead

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City of Brawley

Project Title: Construction Management & Inspection Services for Southwest Brawley Street Maintenance Improvements Project Phase II.

Services from: (Date) to (Date)

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

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

Attach backup information, if applicable.

City of Brawley

City Council
February 17, 2026
Agenda Item No 5e



STAFF REPORT

To: City Council
From: Rebecca Terrazas-Baxter, City Manager
Prepared by: William Smerdon, City Attorney
Subject: **Approval of Revised Mayor's Message Provided Prior to Public Comments**

RECOMMENDATION:

Adopt the proposed revision to the Mayor's Message provided prior to Public Comments at City Council meetings to include a prohibition on profanity and a requirement that speakers state both their name and residence when addressing the Council.

BACKGROUND INFORMATION:

During recent discussions, Council Member Grass suggested modifying the Mayor's Message delivered prior to Public Comments to prohibit the use of profanity. Similar provisions are commonly included in the public comment guidelines or opening statements used by other municipalities and governing bodies.

In response to this suggestion, the City Manager, in consultation with Mayor Galvan, developed a proposed revision to the Mayor's Message reflecting this change. While there is no legal requirement for City Council approval of the revised language, staff and the Mayor believe it is appropriate to seek Council direction and concurrence prior to implementation.

This item was previously brought to the City Council for consideration on January 6, 2026. At that meetings, the Council discussed the proposed profanity prohibition and also considered a recommendation by Mayor Pro Tem Kelley to add the requirement that speakers state their residence when providing public comment. The item was tabled to allow for further legal review of the residence requirement and to ensure that all Councilmembers could participate in the discussion. Following legal review, the City Attorney advised that the Council may request that speakers provide their residence, but speakers are not legally required to disclose it and may decline if they wish.

The proposed revision, including both the profanity prohibition and the option to request the speaker's residence, is intended to promote a respectful and orderly meeting environment while preserving the public's right to address the Council.

FISCAL IMPACT:

There is no fiscal impact associated with the proposed action. Implementation would not require additional staffing, resources, or expenditures.

ALTERNATIVES:

1. Take no action and retain the current Mayor's Message without modification.

2. Approve the proposed language as presented.
3. Approve the proposed language without the residence requirement.
4. Direct staff to revise the proposed language further for Council consideration at a future meeting.

ATTACHMENTS:

1. Proposed Mayor's Public Comment Message

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 - 2/10/2026

Approved - 2/10/2026

CURRENT LANGUAGE:

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.

PROPOSED LANGUAGE (January 6, 2026):

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. Speakers are expected to conduct themselves in a respectful and orderly manner. Disruptive behavior and profanity is not permitted. 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.

PROPOSED LANGUAGE (February 17, 2026):

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 and address for the record. Speakers are expected to conduct themselves in a respectful and orderly manner. Disruptive behavior and profanity is not permitted. 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.

City of Brawley



City Council

February 17, 2026

Agenda Item No 5f

STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Silvia Luna, Finance Director
Subject: Presentation of 10-Year General Fund Financial Projection (FY 2026/27 – FY 2035/36)

RECOMMENDATION:

Receive and file the report and provide policy direction, if any, regarding reserve targets, labor cost parameters, or long-term financial strategies.

BACKGROUND INFORMATION:

Long-term financial planning promotes fiscal stability, the ability to discuss revenue constraints, and expense projections. The City has multiple funding sources, however, the most flexible source supporting core operations and community services is the General Fund. Therefore, the 10-year financial projections are based exclusively on the General Fund.

The City annually prepares a long-term financial forecast to evaluate the sustainability of General Fund operations beyond the adopted budget year. The purpose of this projection is to:

- Identify structural revenue and expenditure trends
- Evaluate long-term reserve levels
- Assess the impact of personnel cost growth
- Provide policy guidance for labor negotiations and strategic planning
- Support proactive financial decision-making

The projection covers fiscal years 2026/27 through 2035/36 and the intent of the overview is to facilitate discussion of the City's financial outlook based on current knowledge, discuss alternatives to avoid using or depleting reserves in future fiscal years, and plan for a known increase in an effective manner. This overview also sets the tone for the upcoming fiscal year 2026/27 budget process.

General Fund Structural Analysis Key Highlights

Revenue Assumptions

Revenue projections are based on historical trends and conservative long-term growth factors by category. Key assumptions include:

- Sales Tax: 2.5% annual growth

- Measure J (Transaction & Use Tax): 3.0%
- Property Tax: 3.0%
- Motor Vehicle In-Lieu: 3.0%
- Utility User Tax: 4.0%
- Franchise Fees: 2.0%
- TOT (Hotel Tax): 1.0%
- Fees & Charges: 3.0% (reflecting updated fee schedule and CPI adjustments)
- Grant and third-party funding: Assumed to fluctuate and may include non-recurring sources

Revenue projections are intentionally conservative to avoid overstating future growth.

Expenditure Assumptions

The General Fund is approximately 80% personnel-driven, with roughly 50% of expenditures attributed to Police and Fire services.

Key expenditure assumptions include:

- Salary Growth: 4% annually (reflecting contractual obligations and step movement)
- Health Insurance: 7% annual growth
- Workers' Compensation & Liability: 5% growth
- Maintenance & Operations: 3–3.5% growth
- CalPERS UAL payments: Based on actuarial valuation dated June 30, 2024
- Approximately 80% of total pension costs are allocated to the General Fund

Additionally:

- Beginning FY 2026/27, the General Fund assumes funding for one Crime Prevention Coordinator previously grant-funded.
- Beginning FY 2027/28, five full-time Police Officer positions previously grant-funded are incorporated into the General Fund.
- The City's Pension Obligation Bond (issued July 12, 2017) matures September 1, 2032.

Structural Outlook

Under current assumptions:

- Revenues grow at approximately 2.5%–3.0% annually.
- Personnel costs grow at approximately 4% annually.
- Health insurance and pension obligations exert upward pressure on expenditures.

As a result, operating deficits are projected beginning in FY 2026/27, leading to gradual reserve utilization over the 10-year period.

The primary structural driver is personnel cost growth relative to revenue growth. Absent corrective action, structural deficits will require either expenditure adjustments, revenue enhancements, or continued reserve utilization.

While the City currently maintains healthy reserves, long-term structural sustainability will require proactive policy decisions to align recurring revenues with recurring expenditures.

Risk Factors

Key variables that could materially impact the projection include:

- Outcome of upcoming labor negotiations
- Changes in CalPERS actuarial assumptions
- Economic conditions affecting sales and property tax
- Healthcare cost inflation
- Deferred capital improvement needs
- Public safety staffing levels

A 1% change in salary growth assumptions significantly alters the long-term reserve trajectory.

Strategic Considerations

The City enters the forecast period with healthy reserves; however, long-term sustainability will require:

- Careful consideration of future labor agreements
- Monitoring pension cost trends
- Evaluation of service levels
- Ongoing fee schedule maintenance
- Strategic capital planning

This forecast is intended as a policy tool to guide future financial decisions rather than a fixed prediction.

FISCAL IMPACT:

While no immediate budget amendment is required, the projection highlights emerging structural imbalances that warrant policy consideration in upcoming budget cycles. The projection reflects current assumptions regarding revenue growth, labor agreements, pension obligations, health insurance trends, and operational cost escalation.

Under current assumptions, expenditures are projected to grow at a rate slightly exceeding revenues, resulting in gradual reserve utilization beginning in FY 2026/27. The City enters the forecast period with an estimated General Fund reserve balance of approximately \$12 million as of June 30, 2026, representing roughly 41% of budgeted expenditures. At currently projected deficit levels, reserves could potentially sustain approximately five years of recurring operating shortfalls without breaching the City's established reserve policy threshold.

Future labor negotiations, staffing levels, and revenue performance will materially impact long-term sustainability.

ALTERNATIVES:

- Receive and file the report.
- Provide direction to staff regarding financial strategies, labor cost parameters, or reserve targets.
- Request additional analysis scenarios.

ATTACHMENTS:

1. Attachment 1 – General Fund Financial Projections- 10-year Economic Outlook
2. Attachment 2 – FY2025/26 General Fund Budget Overview

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

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved – 2/12/2026

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GENERAL FUND FINANCIAL PROJECTIONS - 10 Year Economic Outlook

City of Brawley

As of January 31, 2026

OPERATING BUDGET & CAPITAL PROJECTS FUNDED BY THE GENERAL FUND

	Actual	Growth	Current Budget											2026/27 to 2035/36	
	2024/25	Projections	2025/26 *	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	TOTAL	
1. Cash Receipts															
Sales Taxes	\$ 3,416,398	2.5%	\$ 3,067,110	\$ 3,143,788	\$ 3,222,382	\$ 3,302,942	\$ 3,385,516	\$ 3,470,153	\$ 3,556,907	\$ 3,645,830	\$ 3,736,976	\$ 3,830,400	\$ 3,926,160	\$ 35,221,054	
Measure J (Sales TUT)	1,033,880	3.0%	3,800,000	\$ 3,914,000	\$ 4,031,420	\$ 4,152,363	\$ 4,276,933	\$ 4,405,241	\$ 4,537,399	\$ 4,673,521	\$ 4,813,726	\$ 4,958,138	\$ 5,106,882	\$ 44,869,624	
Motor Vehicle In-Lieu	3,324,362	3.0%	3,390,851	3,492,577	3,597,354	3,705,274	3,816,433	3,930,926	4,048,853	4,170,319	4,295,429	4,424,291	4,557,020	40,038,476	
Property Tax	2,601,795	3.0%	2,491,557	2,566,304	2,643,293	2,722,592	2,804,269	2,888,397	2,975,049	3,064,301	3,156,230	3,250,917	3,348,444	29,419,796	
Utility User Tax ^a	2,643,322	4.0%	2,976,011	3,095,051	3,218,853	3,347,608	3,481,512	3,620,772	3,765,603	3,916,227	4,072,877	4,235,792	4,405,223	37,159,519	
Franchise Fees	639,759	2.0%	691,490	705,320	719,426	733,815	748,491	763,461	778,730	794,305	810,191	826,395	842,922	7,723,055	
RPTTF Residual Property Taxes ^b	1,168,119	1.0%	729,000	736,290	743,653	751,089	758,600	766,186	773,848	781,587	789,403	797,297	805,270	7,703,222	
Transient Occupancy Taxes (TOT hotels)	421,740	1.0%	480,000	484,800	489,648	494,544	499,490	504,485	509,530	514,625	519,771	524,969	530,219	5,072,081	
Real Property Transfer Taxes	43,803	1.0%	50,000	50,500	51,005	51,515	52,030	52,551	53,076	53,607	54,143	54,684	55,231	528,342	
Business License Tax	79,044	1.0%	70,000	70,700	71,407	72,121	72,842	73,571	74,306	75,049	75,800	76,558	77,324	739,678	
Fees and Charges for Services	6,744,258	3.0%	6,379,296	6,570,675	6,767,795	6,970,829	7,179,954	7,395,352	7,617,213	7,845,729	8,081,101	8,323,534	8,573,240	75,325,424	
Transfers In from Other Funds ^c	242,621	0.5%	258,000	259,290	260,586	261,889	263,199	264,515	265,837	267,167	268,502	269,845	271,194	2,652,025	
Grant Revenues and other 3rd Party Funding ^d	1,310,936	1.0%	1,668,460	530,378	535,682	541,039	546,449	551,913	557,433	563,007	568,637	574,323	580,067	5,548,927	
Interest/Miscellaneous Receipts ^e	678,294	1.0%	250,275	252,778	255,306	257,859	260,437	263,042	265,672	268,329	271,012	273,722	276,459	2,644,615	
Business Licenses/Permits	256,533	1.0%	331,100	334,411	337,755	341,133	344,544	347,989	351,469	354,984	358,534	362,119	365,740	3,498,679	
Fines and Assessments	9,237	1.0%	17,000	17,170	17,342	17,515	17,690	17,867	18,046	18,226	18,409	18,593	18,779	179,636	
Reimbursements & Recoveries (One-time)	-	0.0%	1,115,800	-	-	-	-	-	-	-	-	-	-	-	
Carryover Funding/Use of Reserves ^f	-		-	-	-	-	-	-	-	-	-	-	-	-	
2. Total Revenue	\$24,614,100		\$27,765,950	\$26,224,031	\$26,962,907	\$27,724,126	\$28,508,390	\$29,316,423	\$30,148,973	\$31,006,812	\$31,890,739	\$32,801,577	\$33,740,175	\$298,324,153	
3. Cash Paid Out															
Police Operational Costs	1,503,852	3.5%	1,442,870	1,493,370	1,545,638	1,599,736	1,655,727	1,713,677	1,773,656	1,835,734	1,899,984	1,966,484	2,035,311	17,519,316	
Fire Operational Costs (two stations)	584,324	3.5%	751,017	777,303	804,508	832,666	861,809	891,973	923,192	955,503	988,946	1,023,559	1,059,384	9,118,842	
Salaries (Full-Time Employees) ^g	7,936,084	4%	9,120,380	9,555,195	10,408,558	10,824,900	11,257,896	11,708,212	12,176,540	12,663,602	13,170,146	13,696,952	14,244,830	119,706,831	
Maintenance & Operations ^h	4,044,352	3%	4,547,419	4,812,773	4,934,859	5,060,041	5,188,399	5,320,013	5,454,966	5,593,342	5,735,228	5,880,714	6,029,890	54,010,226	
Workers Comp. & General Liability Ins.	1,585,563	5%	1,753,953	1,841,651	1,933,733	2,030,420	2,131,941	2,238,538	2,350,465	2,467,988	2,591,387	2,720,957	2,857,005	23,164,084	
Employee Medical Insurance Costs	1,140,777	7%	1,287,503	1,395,628	1,588,803	1,700,020	1,819,021	1,946,352	2,082,597	2,228,379	2,384,365	2,551,271	2,729,860	20,426,297	
Other Personnel Costs ⁱ	2,488,322	4%	2,700,867	2,808,902	2,921,258	3,038,108	3,159,633	3,286,018	3,417,459	3,554,157	3,696,323	3,844,176	3,997,943	33,723,978	
PERS Unfunded Pension Liability ^j	956,619	*	1,298,459	1,464,844	1,778,089	1,767,447	1,746,053	1,770,733	1,796,093	1,822,169	1,815,785	1,766,719	1,632,240	17,360,172	
PERS Normal Payroll Costs	1,165,814	*	1,334,553	1,375,749	1,389,128	1,444,694	1,502,481	1,562,581	1,625,084	1,690,087	1,757,691	1,827,998	1,901,118	16,076,611	
Salaries (Part-Time/Temporary) ^k	339,414	2.0%	547,025	557,966	569,125	580,507	592,117	603,960	616,039	628,360	640,927	653,746	666,820	6,109,567	
Pension Obligation Bond ^l	1,046,909	*	1,099,353	1,095,722	1,136,643	1,174,058	1,215,895	1,253,626	1,298,848	1,245,126	-	-	-	8,419,917	
Capital Improvements ^m	45,711		3,232,790	-	-	-	-	-	-	-	-	-	-	-	
Carryover Funding Operational Expenses ^f	-		-	-	-	-	-	-	-	-	-	-	-	-	
4. Total Operational Expenses	\$22,837,741		\$29,116,189	\$27,179,102	\$29,010,342	\$30,052,596	\$31,130,973	\$32,295,682	\$33,514,938	\$34,684,447	\$34,680,784	\$35,932,575	\$37,154,401	\$325,635,840	
5. Yearly Operating Cash Position															
Operational Surplus / (Deficit minus 4)	1,776,359		(1,350,239)	(955,071)	(2,047,435)	(2,328,470)	(2,622,583)	(2,979,260)	(3,365,966)	(3,677,634)	(2,790,044)	(3,130,999)	(3,414,226)		
6. General Fund Balance Reserves															
General Fund Reserve Balance	13,362,951		12,012,712	11,057,641	9,010,206	6,681,736	4,059,153	1,079,893	(2,286,072)	(5,963,706)	(8,753,751)	(11,884,749)	(15,298,975)		
General Fund Reserves % of expenditures	59%		41%	41%	31%	22%	13%	3%	-7%	-17%	-25%	-33%	-41%		

Operating Budget Notes

- a. In November 2024, voters approved an additional 1% Sales Transaction and Use Tax. This general tax supports public safety and essential City services.
- b. In November 2021, voters approved an amendment to the Utility User Tax (UUT), retaining the 4% rate, removing the sunset provision, and modernizing the tax to include expanded service categories.
- c. RPTTF refers to the Redevelopment Property Tax Trust Fund, which represents property tax revenues distributed following the dissolution of Redevelopment Agencies.
- d. In December 2025, the City Council approved a new User and Regulatory Fee Schedule. The updated schedule establishes new fees where applicable and authorizes annual CPI-based adjustments for certain fees to maintain cost recovery.
- e. Grant revenues and third-party funding fluctuate annually and may include one-time or non-recurring funding sources.
- f. Salaries (Full-Time Employees): The City has four bargaining units and non-represented employees with agreements in effect through June 30, 2026. Under these agreements, eligible employees may receive step increases (up to 5%) and cost-of-living adjustments (4% in FY 2024/25 and 2% in FY 2025/26).
- g. Beginning in FY 2026/27, funding for one full-time Crime Prevention Coordinator position is included in the General Fund. This position was previously supported by grant funding.
- h. Beginning in FY 2027/28, funding for five full-time Police Officer positions is included in the General Fund. These positions were previously supported by grant funding.
- i. Maintenance and Operations include expenditures for all General Fund departments other than Police and Fire.
- j. Other Personnel Costs include overtime, incentive pays, uniform allowances, standby pay, employer-paid Social Security taxes, tuition reimbursements, and other negotiated compensation components.
- k. PERS (California Public Employees' Retirement System) unfunded pension liability projections are based on actuarial valuations as of June 30, 2024 (issued August 2025). Approximately 80% of total employer pension costs are allocated to the General Fund.
- l. The City issued a Pension Obligation Bond in the amount of \$16,310,000 on July 12, 2017, which fully matures on September 1, 2032. As of June 30, 2026, the remaining principal and interest payments total approximately \$9,160,000.
- m. Ongoing capital expenditure projections are not included in this forecast. Staff is currently identifying deferred capital improvements and large equipment replacement needs that may impact future financial planning.

FY 2025/26 General Fund Budget Overview

Adopted Revenues

\$ 26,862,692

Approval Date	Budget Adjustment No.	Account Number	Budget Adjustment Description	Adjustment Amount
11/4/2025			Carryover funding for operational revenues	733,010
11/4/2025			OTS STEP Grant Award	80,000
1/20/2026			Q1 review approved budget report adjustments	8,325
Pending			Potential Tax Revenue Adjustments	300,000
Pending			Potential Reimbursements/Insurance Settlement	1,115,800
TOTAL ADJUSTED REVENUES				\$ 29,099,827

Adopted Expenses

\$ 26,792,163

Approval Date	Budget Adjustment No.	Account Number	Budget Adjustment Description	Adjustment Amount
7/15/2025	BA0000207	101-521.000-800.300	Lion Ctr and Teen Center Facility Renovations	192,000
10/7/2025	BA0000222	101-511.000-800.400	JD Parks Lawn mower	2,000
11/4/2025			Carryover funding for operational expenses	1,005,558
11/4/2025			OTS STEP Grant Expenses	79,928
1/20/2026			Q1 approved budget report adjustments	47,157
Pending			Estimated Lion Ctr. Pool Repairs	2,120,880
Pending			Estimated Lion Ctr. Reopening Costs	210,380
TOTAL ADJUSTED EXPENSES				\$ 30,450,066

Total Budget Surplus/(Deficit)

\$ (1,350,239)

* For purposes of structural analysis, the General Fund projections exclude the Pension Obligation Bond (POB) operating transfer reflected under the Non-Departmental budget category.