



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
March 04, 2025 at 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

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

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

Ana Gutierrez, City Clerk
William Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Jimmy Duran, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

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

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

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 2:00 PM, - March 04, 2025.

- a. Public Comments for Items not on the Agenda

3. CONSENT AGENDA

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

- a. Approve City Council Minutes: February 18, 2025
(1 attachments)
- b. Approve Accounts Payable: Feb 1, 2025 to Feb 14, 2025.
(2 attachments)

4. CITY MANAGER REPORT

- a.

5. REGULAR BUSINESS

- a. Potential Action to Approve the establishment of a restricted reserve fund within the Wastewater Enterprise Fund for California State Water Resources Control Board Loan agreement to comply with the specific loan agreement requirements under agreement No. 08-848-550 entered on October 1st of 2008. Presented by: Silvia Luna, Finance Director.

(4 attachments)

- b. Potential Action to Approve the 2nd Reading for Zone Change Ordinance (ZC) 24-02. Presented by: Cynthia Mancha, Consultant City Planner.
(3 attachments)
- c. Potential Action to Approve by Resolution to reclassify the position of Administrative Office Clerk to Staff Assistant. Presented by John Tang, Interim Assistant to the City Manager.
(5 attachments)
- d. Potential Action to Approve Resolution 2025- to reallocate grant funds from the Major League Baseball Youth Development Foundation (MLBYDF) and authorize the Interim City Manager to execute the letter. Presented by John Tang, Interim Assistant City Manager.
(3 attachments)
- e. Potential Action to Approve by Resolution to adopt the proposed educational, bilingual, and Administrative Leave policies. Personnel Policy 153-60, Personnel Policy 153-61, and Personnel Policy 153-62. Presented by Jimmy Duran, Interim City Manager.
(5 attachments)
- f. Potential Action to Approve an Additional Services Agreement to purchase five Flock Safety License Plate Recognition (ALPR) cameras with 12-month software support; renew software support for 22 cameras for an additional 12 months. Presented by Jonathan Blackstone, Assistant Chief of Police.
(6 attachments)
- g. Potential Action to Approve Resolution of the City Council of the City of Brawley Approving the Application for the Outdoor Recreation Legacy Partnership (ORLP) Program Grant Funds through National Parks Services (NPS). Presented by Denise Garcia, Special Projects Manager.
(2 attachments)

6. INFORMATIONAL REPORTS

- a. Monthly Staffing Report for March 2025.
(2 attachments)

7. CITY COUNCIL MEMBER REPORTS

8. CITY ATTORNEY REPORT

9. CLOSED SESSION

ADJOURNMENT: *Regular Meeting March 18, 2025* @ 6:00 PM, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3048.

Ana Gutierrez, Deputy City Clerk

CITY OF BRAWLEY
February 18, 2025

3a

The City Council of the City of Brawley, California met in regular session at 5:00 p.m., City Council Chambers, the date, time and place of said meeting was duly established. The Deputy City Clerk attests to the posting of the agenda pursuant to Cal. Govt. Code § 54954.2.

REGULAR MEETING:

Mayor Rebollar called the meeting to order at 5:00 p.m.

PRESENT: Rebollar, Galvan, Grass, Monita
PRESENT VIA ZOOM: None
ABSENT: Kelley (CM Kelley arrived during the closed session and was present for the remainder of the meeting)

1. APPROVAL OF AGENDA

The Agenda was approved. m/s/c

2. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 (one case)

Information was provided to Council

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 (one case)

Information was provided to Council. Council voted to deny a pending claim. m/s/c
Rebollar/Galvan 5-0.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Manager

Council discussed the Interim City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiator: Jimmy Duran, Interim City Manager

Employee Organization: All bargaining groups and unrepresented employees

Information was provided to Council.

INVOCATION: CM Grass

PLEDGE OF ALLEGIANCE: CM Kelley

3. PUBLIC APPEARANCES/COMMENTS: (Not to exceed four 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 comments to the City Council.

Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to cityclerk@brawley-ca.gov or call 760-351-3080 any time before 9:00 am, March 4, 2024.

Procedures to "swiftly" accommodate any reasonable request to accommodate access by disabled individuals to meetings that are accessible telephonically or through other electronic means in accordance with the Americans with Disabilities Act ("ADA") are in place.

Notice of the procedure is provided for making requests for such reasonable accommodation is provided with the notice of the public meeting.

a. Public Comments Not on the Agenda:

1. John Hernandez made comments about the new IID rates. His comments may be viewed at:

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

- b. Presentation of Proclamation recognizing former Mayor Don Campbell in commemoration of Black History Month. Presented by Mayor Rebollar

The presentation may be viewed at:

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

- c. Presentation of Proclamation recognizing Nicholas Navarro for his work with the Eagle Scouts on community projects in Brawley. Presented by Mayor Rebollar.

The presentation may be viewed at:

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

- d. Presentation by IID Director Gina Young Dockstader.

The presentation may be viewed at:

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

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

- a. **Approved** City Council Minutes: February 4, 2025 meeting;
- b. **Approved** demand check registers processed from January 18, 2025 to January 30, 2025;
- c. **Received** and filed the First Quarter Fiscal Year 2024-25 Treasury Report for Quarter ended September 30, 2024.
- d. **Approved** Letter of Support to the Imperial Valley Business Resource Center (IVBRC).

5. CITY MANAGER REPORT:

- a. The City Manager had Assistant Police Chief Blackstone make a presentation re crime statistics.
https://brawley-ca.granicus.com/ViewPublisher.php?view_id=1

6. REGULAR BUSINESS:

- a. Potential action to approve Resolution to adopt Personnel Policy 153-60 and Personnel Policy 153-61. Presented by Jimmy Duran, Interim City Manager.

This item was tabled.

- b. Potential action to approve the Zone Change Ordinance and 1st reading for ZC 24-02. Presented by: Cynthia Mancha, Consultant City Planner.

The first reading was approved. m/s/c Grass/Rebollar 5-0.

- c. Potential action to authorize a budget adjustment and approve the purchase of two VFDs for the Wastewater Treatment Plant (WWTP). Presented by: Rom Medina, Public Works Director.

The budget adjustment and purchase were approved. m/s/c Rebollar/Galvan 5-0.

- e. Potential Action to award contract to Holt Group for the design of the Street Rehabilitation Project Phase 1 in an amount that does not exceed \$59,561.84, authorize the City Manager to execute all documentation relating to this agreement. Presented by Rom Medina, Public Works Director.

The contract was awarded and the City Manager was authorized to execute the contract documents. m/s/c Rebollar/Galvan 5-0.

- f. Potential action to approve amending the FY24/25 Budget for the Fire Department to reflect an increase in revenue in the total amount of \$140,419.23 and to amend Overtime and Equipment line items. Presented by Mike York, Fire Chief.

The amendments were approved. m/s/c Rebollar/Kelley 5-0.

7. INFORMATIONAL REPORTS:

No Reports

8. CITY COUNCIL MEMBER REPORTS:

The City Council reports are available on the City of Brawley's website and are available on the City's audio record of the meeting.

9. CITY ATTORNEY REPORT:

The City Attorney provided a report on a pending code enforcement matter.

CLOSED SESSION:

The closed session continued after the regular meeting.

The meeting was adjourned at 9:12 p.m.

William Smerdon, Deputy City Clerk

City of Brawley

City Council
March 4, 2025
Agenda Item No. 3b



3b

STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Jesse Sanchez, Sr. Accounting Assistant
Subject: Demand check registers processed from Feb 1, 2025 to Feb 14, 2025

RECOMMENDATION:

Approve demand check registers processed from Feb 1, 2025 to Feb 14, 2025.

BACKGROUND INFORMATION:

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

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	281	129	0.00	281,910.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	20	20	0.00	289,612.18
EFT's	25	14	0.00	107,903.45
	326	165	0.00	679,426.43

Utility refunds included the following:
None.

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

3b

ALTERNATIVES:

None.

ATTACHMENTS:

1. Check Report by Check Number

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

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Jimmy Duran, Chief of Police/Interim City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved – 02/21/2025

Approved – 02/18/2025



City of Brawley

3b.1 Check Report

By Check Number
Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account						
02405	Brawley Analytical Inc.	02/07/2025	EFT	0.00	1,645.00	876
000836	Invoice	02/05/2025	Water Testing/Labs 1/7/25	0.00	450.00	
000853	Invoice	02/05/2025	Water Testing/Labs 1/14/25	0.00	450.00	
INV-000870	Invoice	02/05/2025	Water Testing/Labs 12-23&30 - 2024 & 1-8..	0.00	745.00	
02290	ScribSoft Holdings Inc.	02/07/2025	EFT	0.00	27.00	877
PER00037704	Invoice	02/05/2025	Gross Pmts/Handling & Credit Card Fees/...	0.00	27.00	
01578	Sirchie Acquisition Company, LLC	02/07/2025	EFT	0.00	134.16	878
0674573-IN	Invoice	02/03/2025	Red Tape/Evidence	0.00	53.34	
0674624-IN	Invoice	02/03/2025	Buccal Swab Kit	0.00	80.82	
02625	Soundproof San Diego Inc	02/13/2025	EFT	0.00	-6,895.25	879
02625	Soundproof San Diego Inc	02/07/2025	EFT	0.00	6,895.25	879
71148	Invoice	02/06/2025	For acoustic panelsfor the Lions Center	0.00	6,895.25	
01609	Staples Business Credit	02/07/2025	EFT	0.00	187.44	880
6022320728	Invoice	02/04/2025	Pen SGel Pack	0.00	17.14	
6022320730	Invoice	02/04/2025	Calendar/Copy Paper/Card Stock/Folders/...	0.00	170.30	
6022320731	Invoice	02/04/2025	HP AIO Desktop Computer	0.00	678.81	
6022320733	Credit Memo	02/04/2025	HP AIO Desktop Computer	0.00	-678.81	
02405	Brawley Analytical Inc.	02/14/2025	EFT	0.00	5,677.00	881
000887	Invoice	02/13/2025	Water Testing/Labs 1/22/25 & 1/15/25	0.00	2,052.00	
000892	Invoice	02/13/2025	Water Testing/Labs Jan 20,22 & 25	0.00	3,625.00	
00478	Delta Dental	02/14/2025	EFT	0.00	10,551.78	882
BE006411326	Invoice	02/12/2025	Feb 2025 Dental Insurance	0.00	10,551.78	
00575	Enterprise FM Trust	02/14/2025	EFT	0.00	30,542.57	883
FBN5242163	Invoice	02/11/2025	R & M Cost/Unit Leases/Maintenance Fee...	0.00	30,542.57	
02571	Health and Human Resource Center Inc	02/14/2025	EFT	0.00	329.70	884
E0338529	Invoice	02/12/2025	Employee Assitance Program/Mar 2025	0.00	4.20	
E0338530	Invoice	02/12/2025	Employee Assistance Program/Mar 2025	0.00	325.50	
01347	Polydyne Inc	02/14/2025	EFT	0.00	7,130.57	885
1897260	Invoice	02/13/2025	OPEN PO FOR POLYMER FY 24-25	0.00	7,130.57	
02625	Soundproof San Diego Inc	02/14/2025	EFT	0.00	6,895.25	886
71148	Invoice	02/06/2025	For acoustic panelsfor the Lions Center	0.00	6,895.25	
01609	Staples Business Credit	02/14/2025	EFT	0.00	679.85	887
6007379811	Invoice	02/11/2025	Rubberbands Pack	0.00	4.74	
6007379812	Invoice	02/11/2025	Copy Paper/Post it Tabs/Notepads	0.00	130.88	
6007379814	Invoice	02/11/2025	Mouse Pad/Wrist Rest	0.00	37.01	
6010025478	Invoice	02/11/2025	Letter Tray/Desk Calendar	0.00	174.66	
6022320729	Invoice	02/13/2025	Copy paper/Rec Copy	0.00	332.56	
01665	The Bank of New York Mellon Trust CO N.A.	02/14/2025	EFT	0.00	44,103.13	888
2-25BRAWLEY20...	Invoice	02/11/2025	Tax Allocation Refunding Bonds Series 201...	0.00	44,103.13	
00002	360 Business Products	02/07/2025	Regular	0.00	127.57	305213
OE-67559-2	Invoice	02/03/2025	Folders/Dividers/Legal/10/BX/Office Suppl...	0.00	127.57	
00040	Airwave Communications Ent Inc	02/07/2025	Regular	0.00	2,068.14	305214
450013	Invoice	02/03/2025	Installation of Equipment for PD Unit 244	0.00	1,034.07	

Check Report

Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
450027	Invoice	02/03/2025	Installation of Equipment for PD Unit 243	0.00	1,034.07	
02579	Alejandra Jones	02/07/2025	Regular	0.00	2,304.04	305215
2-25Travel	Invoice	02/04/2025	Travel Adv/2025 ICI Course/Feb 3-7 & Feb...	0.00	2,304.04	
00084	AlSCO American Linen Div Steiner Corp	02/07/2025	Regular	0.00	423.32	305216
LYUM1854687	Invoice	02/03/2025	Cleaning Srvcs/Supplies/PD	0.00	173.09	
LYUM1860558	Invoice	02/05/2025	Cleaning Srvcs/Supplies/PD	0.00	173.09	
LYUM1860566	Invoice	02/05/2025	Cleaning Srvcs/Supplies/WTP	0.00	77.14	
00176	Auto Zone Inc #2804	02/07/2025	Regular	0.00	77.69	305217
02804297191	Invoice	02/03/2025	Key Rings/ Carabiners/Tie Downs	0.00	65.78	
02804310198	Invoice	02/03/2025	Fuel Hose Line/Toggle Switch	0.00	11.91	
00188	Baker & Taylor Inc	02/07/2025	Regular	0.00	805.24	305218
2038789512	Invoice	02/05/2025	Books for Library	0.00	805.24	
02263	Brandon Mathew Self	02/07/2025	Regular	0.00	40.00	305219
1-25Basketball2	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 22	0.00	40.00	
00228	Brawley Ace Hardware	02/07/2025	Regular	0.00	717.15	305220
A10787/2	Invoice	02/06/2025	Paint Tray Set/Extension Pole	0.00	94.78	
A16161/2	Invoice	02/04/2025	Chain Loop	0.00	28.00	
A16184/2	Credit Memo	02/04/2025	Chain Loop	0.00	-28.00	
A16811/2	Invoice	02/04/2025	Key Blank/Key Duplicate/Tray Item/ID Tag	0.00	35.61	
A18169/2	Credit Memo	02/04/2025	Key Duplicate/Tray Item/Org. A16811/2	0.00	-6.62	
A18193/2	Invoice	02/06/2025	Electrical Box/Switch/Cox Cover	0.00	7.29	
A18460/2	Invoice	02/04/2025	Concrete Mix	0.00	34.44	
A18929/2	Invoice	02/05/2025	Tension Band/Post&Gate Hinge/Latch For...	0.00	113.87	
A19875/2	Invoice	02/04/2025	Oil/Chain	0.00	32.94	
A22085/2	Invoice	02/05/2025	Bolts, Nuts & Washers	0.00	2.80	
A22115/2	Invoice	02/05/2025	Painting Accessories	0.00	75.46	
A22233/2	Invoice	02/04/2025	Rubber O Rings Packs	0.00	2.55	
A22238/2	Invoice	02/05/2025	Led Bulbs	0.00	70.03	
A22319/2	Invoice	02/05/2025	Key Duplicates	0.00	38.68	
A22607/2	Invoice	02/05/2025	AC Air Filter	0.00	14.51	
A23596/2	Invoice	02/05/2025	Eyebolt/Wire Rope/Campbell Quick Link	0.00	90.97	
A24444/2	Invoice	02/05/2025	Padlock	0.00	21.54	
J66612/2	Invoice	02/04/2025	Padlock Silver Steel	0.00	19.38	
J68531/2	Invoice	02/05/2025	Pre-mixed Fuel for Landscapers	0.00	32.31	
J72458/2	Invoice	02/04/2025	Ant Killer	0.00	36.61	
	Void	02/07/2025	Regular	0.00	0.00	305221
00261	Burke Williams & Sorensen LLP	02/07/2025	Regular	0.00	2,962.50	305222
335416	Invoice	02/03/2025	Professional Services Rendered ThroughD...	0.00	2,962.50	
00299	Canon Financial Services Inc	02/07/2025	Regular	0.00	268.30	305223
37627952	Invoice	02/05/2025	Maintenance/Contract Charge/Parks&Rec...	0.00	268.30	
00322	Cavendish Square	02/07/2025	Regular	0.00	200.47	305224
CAL3501841	Invoice	02/05/2025	Book for Library	0.00	200.47	
02191	Data Ticket Inc	02/07/2025	Regular	0.00	200.00	305225
174495	Invoice	02/05/2025	Code Enforcement Processing/Dec 2024	0.00	200.00	
00467	DC Frost Associates Inc	02/07/2025	Regular	0.00	794.08	305226
44399	Invoice	02/05/2025	Longopack Screening Bag Packs	0.00	794.08	
00493	Desert Air Conditioning Inc	02/07/2025	Regular	0.00	2,508.00	305227
303922	Invoice	02/05/2025	AC Unit Repair/Electrical Room (computer...	0.00	179.00	
303971	Invoice	02/05/2025	Clogged Sink Repair	0.00	382.00	
306716	Invoice	02/05/2025	Remove & Install 9' of New Drain	0.00	1,947.00	
02560	Desert RV Service & Towing LLC	02/07/2025	Regular	0.00	475.00	305228

Check Report

Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1160	Invoice	02/05/2025	Window Tint Unit 251/PD	0.00	475.00	
02486	Desmond H Thomas	02/07/2025	Regular	0.00	150.00	305229
1-25Basketball3	Invoice	02/06/2025	Youth Basketball 2025/Score/Jan 14 & 16	0.00	64.00	
1-25Basketball4	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 23 & 28	0.00	38.00	
1-25Basketball5	Invoice	02/06/2025	Youth Basketball 2025/Score/Jan 22	0.00	48.00	
02266	Emilia Mata	02/07/2025	Regular	0.00	67.00	305230
1-25Basketball3	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 23	0.00	19.00	
1-25Basketball4	Invoice	02/06/2025	Youth Basketball 2025/Score/Jan 22	0.00	48.00	
00569	Empire Southwest LLC	02/07/2025	Regular	0.00	2,063.58	305231
EMWK3869517	Invoice	02/05/2025	Air Conditioner Inspection to repair	0.00	433.80	
EMWK3870638	Invoice	02/05/2025	Remove & Install Hydraulic System Hose	0.00	1,629.78	
02468	Eric Franklin	02/07/2025	Regular	0.00	320.00	305232
1-25Basketball2	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 22,23 & 28	0.00	320.00	
00629	Federal Express Corp	02/07/2025	Regular	0.00	12.41	305233
8-717-08051	Invoice	02/03/2025	Postage	0.00	12.41	
02327	Garda CL West Inc. Lockbox #233209	02/07/2025	Regular	0.00	366.54	305234
10808344	Invoice	02/05/2025	Armored Transport Service/February 2025	0.00	366.54	
01722	HD Supply, Inc.	02/07/2025	Regular	0.00	3,589.27	305235
INV00493390	Invoice	02/05/2025	BOD Vials/Hach DPD/OEM/Colorless/Mes...	0.00	800.05	
INV00532948	Invoice	02/04/2025	Flow Arrow Tape	0.00	64.37	
INV00535834	Invoice	02/05/2025	Economy Work Tent	0.00	537.62	
INV00535871	Invoice	02/05/2025	KOPkit for PVC /HV Pump	0.00	2,187.23	
00792	Imperial County Air Pollution	02/07/2025	Regular	0.00	2,678.00	305236
1-25 2529 PTO	Invoice	02/04/2025	2025 APCD Permit Renewal/5015 Best Ro...	0.00	598.00	
1-25 2536 PTO	Invoice	02/04/2025	2025 APCD Permit Renewal/760 Willard A...	0.00	598.00	
1-25 2537 PTO	Invoice	02/04/2025	2025 APCD Permit Renewal/1515 Jones St...	0.00	226.50	
1-25 2907 PTO	Invoice	02/04/2025	2025 APCD Permit Renewal/948 Ken Bemis..	0.00	576.00	
1-25 3695 PTO	Invoice	02/04/2025	2025 Permit Renewal/Legion Rd. & Dogw...	0.00	226.50	
1-25 3814 PTO	Invoice	02/03/2025	2025 APCD Permit Renewal/351 Main St	0.00	226.50	
1-25 4380 PTO	Invoice	02/04/2025	2025 APCD Permit Renewal/S. 9th Street	0.00	226.50	
00797	Imperial County Public Health	02/07/2025	Regular	0.00	1,168.00	305237
24595	Invoice	02/05/2025	Coliform Water Analysis/Nov 2024	0.00	1,168.00	
00798	Imperial County Registrar	02/07/2025	Regular	0.00	16,781.09	305238
11-24Election	Invoice	02/03/2025	Nov 5, 2024 Election Billing COB/Measure J	0.00	16,781.09	
00805	Imperial Irrigation District	02/07/2025	Regular	0.00	131,903.56	305239
12-24CanalWtrM...	Invoice	02/06/2025	Canal Water/Mansfield/Dec 2024	0.00	9,280.00	
12-24CanalWtrO...	Invoice	02/06/2025	Canal Water/OKY 100-001/Dec 2024	0.00	222.00	
12-24IIDBestRd	Invoice	02/06/2025	PowerBill/Various Depts	0.00	111,551.33	
12-24IIDStreetLig...	Invoice	02/06/2025	StreetLights/12/7/24 - 1/8/25	0.00	10,850.23	
00861	Jade Security Systems Inc	02/07/2025	Regular	0.00	125.00	305240
0219346	Invoice	02/03/2025	Service Repair/Admin Door/Trip Charge/PD	0.00	50.00	
0220270	Invoice	02/03/2025	Service Repair/Access Control/Trip Charge...	0.00	75.00	
02636	Jorge Diaz	02/07/2025	Regular	0.00	350.00	305241
1-25Travel	Invoice	02/04/2025	P.C. 832 Arrest Course Registration	0.00	350.00	
00995	Kaz-Bros Design Shop	02/07/2025	Regular	0.00	323.24	305242
11749	Invoice	02/03/2025	Brawley Logo/City of Brawley Chambers	0.00	323.24	
00979	K-C Welding Rentals Inc	02/07/2025	Regular	0.00	33.39	305243
50393	Invoice	02/04/2025	Micro Chain	0.00	33.39	
02637	Kraig Rollins	02/07/2025	Regular	0.00	240.00	305244

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Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1-25Basketball	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 15	0.00	120.00	
1-25Basketball2	Invoice	02/06/2025	Youth Basketball 2025/Ref/Jan 27	0.00	120.00	
01025	LaBrucherie Irrigation Supp LLC	02/07/2025	Regular	0.00	342.31	305245
OM44958	Invoice	02/05/2025	Nozzles	0.00	23.87	
OM44975	Invoice	02/04/2025	Push Button Retrofit Kit	0.00	79.21	
OM44986	Invoice	02/05/2025	Vac Solenoids for valves	0.00	22.48	
OM45025	Invoice	02/05/2025	Battery 9V	0.00	30.26	
OM45152	Invoice	02/04/2025	Hose/Nipples/Valve/Coupler/Bushing poly	0.00	136.53	
OM45153	Invoice	02/05/2025	Hose Clamp/Insert LF	0.00	13.44	
OM45154	Invoice	02/05/2025	Solenoid/Adapter	0.00	23.69	
OM45180	Invoice	02/04/2025	Urinal Spud Assembly	0.00	12.83	
01053	Liebert Cassidy Whitmore	02/07/2025	Regular	0.00	180.00	305246
284222	Invoice	02/03/2025	Professional Services Render Through Dec...	0.00	180.00	
01153	Mark Dowden Welding	02/07/2025	Regular	0.00	4,042.65	305247
26533	Invoice	02/04/2025	Repair on suction truck/Repair intake tube	0.00	221.94	
26543	Invoice	02/04/2025	Repair on suction truck/Leaking cannister	0.00	1,493.88	
26560	Invoice	02/04/2025	Repair on Vaccum Truck	0.00	2,177.91	
26570	Invoice	02/04/2025	Repair on suction truck/Worn & Leaks	0.00	148.92	
02558	Mark Storms	02/07/2025	Regular	0.00	10.00	305248
12-24Reimburse	Invoice	02/04/2025	FAADrone Zone Registration	0.00	10.00	
02344	Martin Angel Barajas	02/07/2025	Regular	0.00	750.00	305249
39	Invoice	02/03/2025	Commercial Driver Training/Pablo Carde...	0.00	750.00	
01183	McNeece Bros Oil Company	02/07/2025	Regular	0.00	145.88	305250
357852	Invoice	02/03/2025	Fuel	0.00	76.01	
358105	Invoice	02/03/2025	Fuel	0.00	26.43	
358174	Invoice	02/03/2025	Fuel	0.00	43.44	
01231	Motorola Solutions Inc	02/07/2025	Regular	0.00	2,051.28	305251
8230496307	Invoice	02/05/2025	IBR Maintenance - Standard 1/31/25 - 1/3...	0.00	2,051.28	
02034	Nth Generation Computing, Inc.	02/07/2025	Regular	0.00	4,920.00	305252
45755TM	Invoice	02/03/2025	Exchange Server Troubleshooting/Nth Pro...	0.00	2,520.00	
45826TM	Invoice	02/03/2025	Exchange Server Rebuild	0.00	2,400.00	
01279	NuCO2	02/07/2025	Regular	0.00	2,085.21	305253
76937436	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
77218505	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
77345320	Invoice	02/04/2025	CO2 Bulk/Splash Pad	0.00	350.19	
77359974	Invoice	02/04/2025	CO2 Bulk/Splash Pad	0.00	394.45	
77450460	Invoice	02/04/2025	CO2 Bulk/Splash Pad	0.00	224.57	
77498316	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
77747348	Invoice	02/04/2025	CO2 Bulk/Splash Pad	0.00	350.19	
77758287	Invoice	02/04/2025	CO2 Bulk/Splash Pad	0.00	382.59	
77805439	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
78106017	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
78398890	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	46.36	
78678395	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	52.53	
78957184	Invoice	02/04/2025	CO2 MK9 Detector/Sensor Kit/Splash Pad	0.00	52.53	
01891	NV5 Inc	02/07/2025	Regular	0.00	4,694.50	305254
412450	Invoice	02/05/2025	Bwly. Land Dvlpt. Srvc./Encroachment Re...	0.00	267.50	
412459	Invoice	02/03/2025	Consulting&Ext. of Staff Srvc/La Paloma/...	0.00	4,427.00	
01288	Ojeda Industries	02/07/2025	Regular	0.00	195.64	305255
52778	Invoice	02/04/2025	Pressure Washer/INS Knob/Brass Coupler	0.00	195.64	
01341	Pitney Bowes Inc	02/07/2025	Regular	0.00	295.11	305256
12-24Penalties	Invoice	02/03/2025	Late Fee/Penalties/PD	0.00	46.59	

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Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1-25Postage	Invoice	02/05/2025	Postage/PD	0.00	248.52	
01361 0031608	Pro Record Storage Inc Invoice	02/05/2025	02/07/2025 Regular Storage/Tracking/Shredding Srvc/City Hall/..	0.00	235.72	305257
01443 23211	Rick's Roadrunner Lock & Safe Invoice	02/04/2025	02/07/2025 Regular Duplicate Keys	0.00	41.13	305258
01488 212438 216534 217342	Roto Rooter Invoice Invoice Invoice	02/03/2025 02/06/2025 02/06/2025	02/07/2025 Regular Service Repair/Maintenance&Mopsink/W... Service Call/Public Restroom/J & S 2nd str... Service Call/Sewer/2nd and J	0.00 0.00 0.00	1,085.00 235.00 450.00 400.00	305259
02638 1-25Refund	Rozanne Silver Invoice	02/05/2025	02/07/2025 Regular Facility Request Dep/Cancelled on 1/22/25...	0.00	100.00	305260
01527 662635	San Diego Police Equipment Inc Invoice	02/03/2025	02/07/2025 Regular Bullets/45ACP 230GR FJM	0.00	1,182.56	305261
02005 1-25Basketball2	Sirah Overton Invoice	02/06/2025	02/07/2025 Regular Youth Basketball 2025/Score/Jan 22,23 & ...	0.00	144.00	305262
01596 1-25GasPool	Southern California Gas Co Invoice	02/04/2025	02/07/2025 Regular Natural Gas Consumption/12/6/24 - 1/7/25	0.00	15.78	305263
01884 163407046-0001 163551939-0001	Sunbelt Rentals Invoice Invoice	02/25/2025 02/05/2025	02/07/2025 Regular Rental Equipment/Pain Sprayer Rental Equipment/Scissorlift	0.00 0.00	937.73 430.83 506.90	305264
01666 INV102802	The Counseling Team Invoice	02/03/2025	02/07/2025 Regular Psychological Testing/12/18/24	0.00	400.00	305265
01712 00002XX926045	United Parcel Service Inc Invoice	02/05/2025	02/07/2025 Regular Postage	0.00	36.00	305266
01732 14345615 MT 14346456 MT	Valley Pest Services Inc Invoice Invoice	02/03/2025 02/05/2025	02/07/2025 Regular Monthly Pest Control/PD Monthly Pest Control/PD	0.00 0.00	100.00 50.00 50.00	305267
01738 6102917447 6102917450 6102917451 6102917452 6102917453 6102917455	Verizon Wireless Invoice Invoice Invoice Invoice Invoice Invoice	02/05/2025 02/03/2025 02/03/2025 02/03/2025 02/03/2025 02/03/2025	02/07/2025 Regular Cell Phone Service/PD/12/7/24 - 1/6/25 Cell Phone Services/City Mgr//12/7/24 - 1... Cell Phone Services/Library/12/7/24 - 1/6... Cell Phone Srvcs/Parks & Sr Center/12/7/... Cell Phone Services/Building/12/7/24 - 1/6... Cell Phone Services/Finance/12/7/24 - 1/6...	0.00 0.00 0.00 0.00 0.00 0.00	2,188.08 1,670.45 104.66 42.23 204.04 82.24 84.46	305268
01757 821916315	Vision Service Plan (CA), I Invoice	02/03/2025	02/07/2025 Regular Vision Insurance Plan B/Jan 2025	0.00	783.82	305269
01768 1572 4090 7489 ... 8707 7776 5664 ...	Wal-Mart Stores Inc #01-1555 Invoice Invoice	02/03/2025 02/03/2025	02/07/2025 Regular TV Monitors/LG 27" Coffe Pods Packs	0.00 0.00	380.35 309.55 70.80	305270
01802 022950073	Xerox Corporation Invoice	02/03/2025	02/07/2025 Regular Meter Usage/Charges/Admin/12/21/25 - ...	0.00	408.95	305271
00240 INV0005514 INV0005531	Brawley Public Safety Employee Invoice Invoice	02/07/2025 02/07/2025	02/10/2025 Regular Union Dues Union Dues	0.00 0.00	1,970.00 70.00 1,900.00	305273
00287 INV0005517	California State Disbursement Invoice	02/07/2025	02/10/2025 Regular Child Support Deductions	0.00	630.33	305274
00660	Franchise Tax Boards State Of California	02/10/2025	Regular	0.00	225.00	305275

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Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0005532	Invoice	02/07/2025	Earnings Withholding	0.00	225.00	
00799	Imperial County Sheriff Civil Division	02/10/2025	Regular	0.00	50.00	305276
INV0005518	Invoice	02/07/2025	Earnings Withholdings	0.00	50.00	
01717	United Way of Imperial County	02/10/2025	Regular	0.00	5.00	305277
INV0005529	Invoice	02/07/2025	United Way Deductions	0.00	5.00	
00002	360 Business Products	02/14/2025	Regular	0.00	351.10	305278
OE-67559-1	Invoice	02/12/2025	Refillable Gel Pens	0.00	65.61	
OE-67626-1	Invoice	02/13/2025	Table Flip Tip Nesting	0.00	285.49	
00045	Alarm Communication Experts	02/14/2025	Regular	0.00	105.00	305279
011084	Invoice	02/13/2025	Electronic Security Monitoring/WTP	0.00	105.00	
02019	All Valley Fence and Materials	02/14/2025	Regular	0.00	303.36	305280
25-1755	Invoice	02/10/2025	Brace & Tension Bands/Caps/Froklatch/Hi...	0.00	101.69	
25-1769	Invoice	02/10/2025	Residential Drop Rod	0.00	30.35	
25-1776	Invoice	02/10/2025	Fence Gate/Ressing	0.00	171.32	
00075	Allied Waste Services #467	02/14/2025	Regular	0.00	21,597.38	305281
3-0467-0030474	Invoice	02/12/2025	Street Sweeping Services/Jan 2025	0.00	21,597.38	
02640	Alona Taylor	02/14/2025	Regular	0.00	112.00	305282
1-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 29 & 30	0.00	48.00	
1-25Basketball2	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 27 & 28	0.00	64.00	
00084	Alsco American Linen Div Steiner Corp	02/14/2025	Regular	0.00	77.14	305283
LYUM1851675	Invoice	02/13/2025	Cleaning Srvc/Supplies/WTP	0.00	77.14	
00108	Ana Gutierrez	02/14/2025	Regular	0.00	860.75	305284
2-25Travel	Invoice	02/11/2025	Travel Adv/CMC Institute Course/Dec 17-...	0.00	860.75	
00176	Auto Zone Inc #2804	02/14/2025	Regular	0.00	42.88	305285
02804310434	Invoice	02/10/2025	Antifreeze/Motor Oil/Starling Fuid	0.00	42.88	
00184	Babcock Laboratories Inc	02/14/2025	Regular	0.00	59.43	305286
CA51482-2441	Invoice	02/13/2025	Water Testing/Labs	0.00	59.43	
02292	Blu Bulk Transport Inc	02/14/2025	Regular	0.00	101.30	305287
2638874	Invoice	02/13/2025	Bulk Spring Water Delivery/FD#2	0.00	30.00	
2640182	Invoice	02/13/2025	Bulk Spring Water Delivery/FD#1	0.00	33.25	
2641818	Invoice	02/13/2025	Bulk Spring Water Delivery/FD#1	0.00	28.05	
2643364	Invoice	02/13/2025	Rent stainless steel tank IV/FD#1	0.00	5.00	
2643365	Invoice	02/13/2025	Rent Stainless steel tank IV/FD#2	0.00	5.00	
02263	Brandon Mathew Self	02/14/2025	Regular	0.00	80.00	305288
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Ref/Feb 4	0.00	80.00	
00228	Brawley Ace Hardware	02/14/2025	Regular	0.00	1,749.25	305289
A17827/2	Invoice	02/10/2025	Power Strip Outlet/Twin Cord/Tool Bag	0.00	52.33	
A17948/2	Invoice	02/07/2025	Base Paint 5 Galons	0.00	200.83	
A18344/2	Invoice	02/10/2025	Carabiner Slidelock/Slidelock Keyrack	0.00	22.61	
A18458/2	Invoice	02/07/2025	Rubber Stem Casters	0.00	17.22	
A18556/2	Invoice	02/10/2025	LED Bulb	0.00	45.22	
A18593/2	Invoice	02/10/2025	Propane Bulk/Gallon	0.00	19.35	
A18927/2	Invoice	02/10/2025	Paint/Tape	0.00	42.65	
A19393/2	Invoice	02/10/2025	Paint Pail/Paint Brushes	0.00	22.11	
A20076/2	Invoice	02/10/2025	Pellet Scoop/Electrical Tester Kit/Plastic Tu...	0.00	42.64	
A21923/2	Invoice	02/10/2025	Handle Brush/Handheld Shower Head/Toi...	0.00	40.48	
A22765/2	Invoice	02/13/2025	Cable Ties	0.00	18.73	
A23082/2	Invoice	02/13/2025	Towels Shop/Shovels/Broom/Sponge Multi	0.00	149.47	
A24280/2	Invoice	02/13/2025	Shovel	0.00	75.37	
A24754/2	Invoice	02/10/2025	Stringliner	0.00	16.15	

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Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
A25148/2	Invoice	02/13/2025	Steel Air Plug/Hook/Flap Disc/Fasteners	0.00	56.84	
A25150/2	Invoice	02/13/2025	Vinyl Tubing/Water Level	0.00	12.71	
A25177/2	Invoice	02/13/2025	Hammer/Pry Bar Set/Stringliner	0.00	99.08	
A25280/2	Invoice	02/13/2025	Air Plug	0.00	6.44	
A25295/2	Invoice	02/13/2025	Extension Cord with Power Center/Utility ...	0.00	94.80	
A25307/2	Invoice	02/13/2025	Tire Shine/Dust Pan/Oil Absorbent Bag	0.00	72.33	
A25516/2	Invoice	02/13/2025	Power Extension/Sure Protector/8-Pin & T...	0.00	342.02	
A25535/2	Invoice	02/10/2025	Utility Knife Set/Blade Dispenser/Rope	0.00	45.22	
A25542/2	Invoice	02/13/2025	Key Duplicate	0.00	23.21	
A26170/2	Invoice	02/13/2025	Paint Brush/Spackling Compound	0.00	8.60	
A26258/2	Invoice	02/13/2025	Concrete Patch/Washers/Pain Brush/Const..	0.00	222.84	
	Void		02/14/2025 Regular	0.00	0.00	305290
02644	Breanna Montano		02/14/2025 Regular	0.00	19.00	305291
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Ref/Feb 3	0.00	19.00	
00273	CALBO		02/14/2025 Regular	0.00	260.00	305292
18360	Invoice	02/11/2025	2025-2026 Gov. Member/Oscar Escalante	0.00	260.00	
00299	Canon Financial Services Inc		02/14/2025 Regular	0.00	1,850.96	305293
34869591	Invoice	02/11/2025	Contract Charge/Sep2024/Library	0.00	105.36	
35561700	Invoice	02/11/2025	Contract Charge/Oct 2024/Library	0.00	105.36	
35561701	Invoice	02/11/2025	Maintenance Equipment Usage/Sep 2024...	0.00	5.91	
35562748	Invoice	02/11/2025	Copier Usg/Contract Chrg/City Hall/Library...	0.00	636.29	
36217355	Invoice	02/11/2025	Copier Usg/Contract Chrg/City Hall/Library...	0.00	730.47	
36949097	Invoice	02/11/2025	Maintenance/Contract Charge/Parks&Rec...	0.00	267.57	
02643	Carina Roman		02/14/2025 Regular	0.00	19.00	305294
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Ref/Feb 3	0.00	19.00	
02645	Department of Industrial Relations		02/14/2025 Regular	0.00	1,145.09	305295
ECL010948	Invoice	02/11/2025	Labor & Government Code Penalties/Fire ...	0.00	1,145.09	
00487	Dept of Toxic Substances Control		02/14/2025 Regular	0.00	1,140.00	305296
IM0018710	Invoice	02/10/2025	Hazardous Materials/Facility ID FA000148...	0.00	1,140.00	
00493	Desert Air Conditioning Inc		02/14/2025 Regular	0.00	382.00	305297
308116	Invoice	02/13/2025	Woman Restroom Repair/Sink Clogged	0.00	382.00	
02560	Desert RV Service & Towing LLC		02/14/2025 Regular	0.00	3,663.91	305298
1144	Invoice	02/13/2025	Cargo Glide Installation/Window Tint/Unit...	0.00	2,813.91	
705	Invoice	02/13/2025	Towing Services/Unit 3903	0.00	850.00	
02486	Desmond H Thomas		02/14/2025 Regular	0.00	70.00	305299
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Ref/Jan 30, Feb 3 &...	0.00	70.00	
00531	EA Electric		02/14/2025 Regular	0.00	6,845.66	305300
INV230	Invoice	02/13/2025	MALAN STREET ELECTRICAL POLE	0.00	5,000.00	
INV249	Invoice	02/13/2025	3 Phase Breaker/480V/Replacement	0.00	1,391.01	
INV250	Invoice	02/13/2025	Ceramic 2A Fuses	0.00	454.65	
02266	Emilia Mata		02/14/2025 Regular	0.00	54.00	305301
1-25Basketball5	Invoice	02/12/2025	Youth Basketball 2025/Ref/Jan 29, 30 Feb 4	0.00	54.00	
00569	Empire Southwest LLC		02/14/2025 Regular	0.00	6,119.97	305302
EPWK0637004	Invoice	02/13/2025	Replace Block Heater/Radioator/Leak	0.00	3,563.03	
EPWK0637005	Invoice	02/13/2025	Replace Generator Battery Charger	0.00	2,556.94	
02468	Eric Franklin		02/14/2025 Regular	0.00	320.00	305303
1-25Basketball3	Invoice	02/12/2025	Youth Basketball 2025/Ref/Jan 29,30,31 F...	0.00	320.00	
00610	Eva Madueno		02/14/2025 Regular	0.00	85.70	305304
INV0001	Invoice	02/12/2025	Notary Public Oath/Bond Fees/Travel Mile...	0.00	85.70	
00629	Federal Express Corp		02/14/2025 Regular	0.00	200.47	305305

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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	
8-640-37183	Invoice	02/13/2025	Postage	0.00	12.44	
8-710-05399	Invoice	02/13/2025	Postage	0.00	19.49	
8-710-05400	Invoice	02/13/2025	Postage	0.00	127.36	
8-743-43092	Invoice	02/13/2025	Postage	0.00	32.20	
9-689-36320	Invoice	02/11/2025	Postage	0.00	8.98	
00645	Fire & Police Selection, Inc	02/14/2025	Regular	0.00	946.96	305306
22144	Invoice	02/12/2025	NFST Test Booklets & Answer Sheets	0.00	946.96	
00657	Forensic Drug Testing Services Inc	02/14/2025	Regular	0.00	493.85	305307
2025-1264	Invoice	02/12/2025	Drug Prevention & Program Mgmt/Drug &...	0.00	493.85	
00741	Hach Company Inc	02/14/2025	Regular	0.00	3,360.84	305308
14326784	Invoice	02/13/2025	Universal Controller for Sensors	0.00	3,360.84	
01722	HD Supply, Inc.	02/14/2025	Regular	0.00	1,111.75	305309
INV00588259	Invoice	02/13/2025	Trash Pump	0.00	1,111.75	
00809	Imperial Printers	02/14/2025	Regular	0.00	224.32	305310
25-149	Invoice	02/12/2025	Single Receipt Books	0.00	224.32	
02647	Imperial Valley Human Resources Association	02/14/2025	Regular	0.00	50.00	305311
2025-04	Invoice	02/11/2025	2025 Annual Membership/S. Bonillas & S. ...	0.00	50.00	
00861	Jade Security Systems Inc	02/14/2025	Regular	0.00	1,124.97	305312
0215713	Invoice	02/13/2025	Monitoring Electronic Fire System/FD#2	0.00	59.99	
0219451	Invoice	02/13/2025	Monitoring Electronic Fire System/FD#2	0.00	59.99	
0220300	Invoice	02/12/2025	Service Repair/Construction Electric Strike	0.00	970.00	
0220446	Invoice	02/12/2025	Electronic Monitor Security System/Finan...	0.00	34.99	
02463	Jessica Ubence	02/14/2025	Regular	0.00	240.00	305313
1-25Basketball2	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 23, 27 &...	0.00	128.00	
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 30,31 Fe...	0.00	112.00	
02642	Jocelyn Ubence	02/14/2025	Regular	0.00	80.00	305314
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 29,30 Fe...	0.00	80.00	
02056	John Tang	02/14/2025	Regular	0.00	348.51	305315
2-25Travel	Invoice	02/12/2025	Travel Adv/2025 Tech Summit/2/27/25	0.00	348.51	
00927	Jonathan Blackstone	02/14/2025	Regular	0.00	666.12	305316
2-25Travel2	Invoice	02/12/2025	Travel Adv/Visionary Leadership Summit/2...	0.00	317.61	
2-25Travel3	Invoice	02/12/2025	Travel Adv/2025 Tech Summit/2/26/25 - 2...	0.00	348.51	
00973	Julio Velasquez	02/14/2025	Regular	0.00	274.96	305317
1-25Reimburse	Invoice	02/13/2025	Safety Boots/El Vaquero Western Wear	0.00	274.96	
00979	K-C Welding Rentals Inc	02/14/2025	Regular	0.00	3,692.05	305318
208304	Invoice	02/10/2025	Safety Boots/Cesar Duarte	0.00	238.14	
208411	Invoice	02/13/2025	Trash Pump/Suction Hose/Motor Oil	0.00	2,462.63	
48588	Invoice	02/11/2025	Brushcutter Loop Handle	0.00	991.28	
02251	Kimberly D. Turner	02/14/2025	Regular	0.00	298.00	305319
Invoice-5856	Invoice	02/12/2025	Active Shooter Situations Webinar/12/17/...	0.00	149.00	
Invoice-5857	Invoice	02/12/2025	School Violence Webinar/12/18/24/R. Kim	0.00	149.00	
02637	Kraig Rollins	02/14/2025	Regular	0.00	240.00	305320
1-25Basketball3	Invoice	02/12/2025	Youth Basketball 2025/Ref/Jan 27	0.00	120.00	
1-25Basketball4	Invoice	02/12/2025	Youth Basketball 2025/Ref/Jan 15	0.00	120.00	
02641	Kylie Baraggiotta	02/14/2025	Regular	0.00	160.00	305321
1-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 29,30 Fe...	0.00	48.00	
1-25Basketball2	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 14, 15 &...	0.00	64.00	
1-25Basketball3	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 23 & 28	0.00	48.00	

Check Report

Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01025	LaBrucherie Irrigation Supp LLC	02/14/2025	Regular	0.00	584.68	305322
OM45222	Invoice	02/10/2025	Nipple/Cap/Flood Bubbler/Coupling	0.00	49.96	
OM45240	Invoice	02/13/2025	Water Sprinkler	0.00	59.87	
OM45271	Invoice	02/10/2025	Solenoid for Irritrol Valves	0.00	22.48	
OM45304	Invoice	02/10/2025	Coupling/Nipple	0.00	8.47	
OM45319	Invoice	02/10/2025	Water Sprinkler Rotor	0.00	44.90	
OM45342	Invoice	02/10/2025	Coupling/Nipple	0.00	5.82	
OM45364	Invoice	02/10/2025	Nozzle	0.00	16.05	
OM45409	Invoice	02/13/2025	Couplings/Ell/Bushing/PVC Pipe	0.00	209.52	
OM45420	Invoice	02/13/2025	Ell (SxT)/PVC Plumbing	0.00	167.61	
01096	Mallory Safety & Supply LLC	02/14/2025	Regular	0.00	29.51	305323
6072613	Invoice	02/10/2025	Caution Yellow Tape	0.00	7.13	
6078505	Invoice	02/10/2025	Ice Pack/Bulk 125/Case	0.00	22.38	
02558	Mark Storms	02/14/2025	Regular	0.00	1,023.71	305324
2-25Travel	Invoice	02/12/2025	Travel Adv/Field Training Officer/Feb 24-...	0.00	1,023.71	
01183	McNeece Bros Oil Company	02/14/2025	Regular	0.00	177.81	305325
359151	Invoice	02/13/2025	Fuel	0.00	90.32	
359554	Invoice	02/13/2025	Spirax S4 TMX/Donax TD/Lubricant	0.00	87.49	
01233	MTM Recognition Corp	02/14/2025	Regular	0.00	491.81	305326
6230635	Invoice	02/12/2025	Tackette Recognition for Employees	0.00	491.81	
01315	Parkhouse Tire, Inc	02/14/2025	Regular	0.00	356.96	305327
3030086028	Invoice	02/13/2025	Emergency Road Service/Vehicle Loader#...	0.00	356.96	
01358	Principal Life Insurance Company	02/14/2025	Regular	0.00	3,351.62	305328
2-25LifeInsurance	Invoice	02/12/2025	Life Insurance/February 2025	0.00	3,351.62	
01361	Pro Record Storage Inc	02/14/2025	Regular	0.00	82.82	305329
0031611	Invoice	02/12/2025	Storage/Tracking/Shredding Srvc/HR/Jan ...	0.00	82.82	
01373	Quadient Finance USA Inc	02/14/2025	Regular	0.00	500.00	305330
1-25Postage	Invoice	02/12/2025	City Hall Postage	0.00	500.00	
01449	Riverside County Sheriff's Office	02/14/2025	Regular	0.00	560.00	305331
BCTC0081797	Invoice	02/12/2025	Field Training Officer/2/24/25- 2/28/25/J...	0.00	280.00	
BCTC0081798	Invoice	02/12/2025	Field Training Officer/2/24/25 - 2/28/25/M..	0.00	280.00	
02005	Sirah Overton	02/14/2025	Regular	0.00	144.00	305332
2-25Basketball	Invoice	02/12/2025	Youth Basketball 2025/Score/Jan 29,30,31...	0.00	144.00	
01596	Southern California Gas Co	02/14/2025	Regular	0.00	37.14	305333
1-25GasFD	Invoice	02/10/2025	Natural Gas Consumption/12/10/24 - 1/6/...	0.00	37.14	
01601	Sparkletts	02/14/2025	Regular	0.00	1,270.95	305334
9689234 020125	Invoice	02/12/2025	Bulk Water/Cooler Rentals/Jan 2025	0.00	1,270.95	
01607	Stalker Radar	02/14/2025	Regular	0.00	4,267.98	305335
S311071	Invoice	02/13/2025	DSR 2X-F Radar With LCD DisplayAccesories	0.00	4,267.98	
01884	Sunbelt Rentals	02/14/2025	Regular	0.00	98.88	305336
157009080-0001	Invoice	02/10/2025	Repair Pole Pruner Cordless	0.00	98.88	
01846	Sylvia Olvera	02/14/2025	Regular	0.00	100.00	305337
1-25Reimburse	Invoice	02/13/2025	CWEA/Surviving ELAP on-site Cert./1/21/2...	0.00	25.00	
1-25Reimburse2	Invoice	02/13/2025	CWEA/Data Integrity & Ethics Cert./1/13/...	0.00	50.00	
1-25Reimburse3	Invoice	02/13/2025	CWEA/BOD Troubleshooting Tips Cert./1/...	0.00	25.00	
01712	United Parcel Service Inc	02/14/2025	Regular	0.00	40.26	305338
00002XX926055	Invoice	02/11/2025	Postage	0.00	40.26	
00873	Valerie Buenafior	02/14/2025	Regular	0.00	100.00	305339

Check Report

Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1-25Refund	Invoice	02/12/2025	Facility Requested/1/26/25/Deposit Refund	0.00	100.00	
01732	Valley Pest Services Inc	02/14/2025	Regular	0.00	85.00	305340
14346454 MT	Invoice	02/13/2025	Monthly Pest Contro-General Pestl/WTP	0.00	85.00	
01738	Verizon Wireless	02/14/2025	Regular	0.00	255.19	305341
9978064020	Invoice	02/11/2025	Cell Phone Services/FD#2/10/7/24 - 11/06...	0.00	255.19	
01756	Vision Care Center	02/14/2025	Regular	0.00	315.00	305342
8-24Alvarez	Invoice	02/13/2025	Safety Glasses/Jesus Eric Alvarez	0.00	315.00	
01757	Vision Service Plan (CA), I	02/14/2025	Regular	0.00	2,195.91	305343
822122168	Invoice	02/12/2025	Vision Insurance Plan B/Feb 2025	0.00	864.02	
822122177	Invoice	02/12/2025	Vision Insurance Plan C/Feb 2025	0.00	1,331.89	
01768	Wal-Mart Stores Inc #01-1555	02/14/2025	Regular	0.00	139.28	305344
1988 8765 9702 ...	Invoice	02/11/2025	StandardGrip for labels/Valentines Decorat..	0.00	21.96	
6150 6478 4888 ...	Invoice	02/11/2025	Power Protector/Vacuum	0.00	117.32	
00031	Aflac Inc	02/07/2025	Bank Draft	0.00	1,195.54	DFT0003567
INV0005512	Invoice	02/07/2025	Cancer/ICU/Disability Withheld	0.00	1,195.54	
00031	Aflac Inc	02/07/2025	Bank Draft	0.00	1,533.67	DFT0003568
INV0005513	Invoice	02/07/2025	Cancer/ICU/Disability Withheld	0.00	1,533.67	
01255	National Plan Coordinators	02/07/2025	Bank Draft	0.00	3,250.00	DFT0003573
INV0005521	Invoice	02/07/2025	Def Compensation/Plan #340233-01	0.00	3,250.00	
01257	Nationwide Retirement Solution	02/07/2025	Bank Draft	0.00	2,358.00	DFT0003574
INV0005522	Invoice	02/07/2025	Def Compensation/Entity #05270	0.00	2,358.00	
00233	Brawley Firefighters Local #19	02/07/2025	Bank Draft	0.00	845.00	DFT0003581
INV0005530	Invoice	02/07/2025	Union Dues Fire Assoc	0.00	845.00	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	26,842.74	DFT0003582
INV0005533	Invoice	02/07/2025	Federal Taxes	0.00	26,842.74	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	12,296.02	DFT0003583
INV0005534	Invoice	02/07/2025	Medicare Taxes	0.00	12,296.02	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	52,576.12	DFT0003584
INV0005535	Invoice	02/07/2025	Social Security Taxes	0.00	52,576.12	
00571	Employment Development Dept	02/07/2025	Bank Draft	0.00	12,016.77	DFT0003585
INV0005536	Invoice	02/07/2025	State Taxes	0.00	12,016.77	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	102.27	DFT0003586
INV0005537	Invoice	02/07/2025	Federal Taxes	0.00	102.27	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	81.20	DFT0003587
INV0005538	Invoice	02/07/2025	Medicare Taxes	0.00	81.20	
00836	Internal Revenue Service	02/07/2025	Bank Draft	0.00	347.20	DFT0003588
INV0005539	Invoice	02/07/2025	Social Security Taxes	0.00	347.20	
00571	Employment Development Dept	02/07/2025	Bank Draft	0.00	52.20	DFT0003589
INV0005540	Invoice	02/07/2025	State Taxes	0.00	52.20	
00269	CalPERS Health Insurance	02/07/2025	Bank Draft	0.00	173,683.33	DFT0003590
100000017800513	Invoice	02/11/2025	Medical Insurance Premium/Pers/Feb 2025	0.00	173,683.33	
00269	CalPERS Health Insurance	02/07/2025	Bank Draft	0.00	223.12	DFT0003591
100000017800514	Invoice	02/11/2025	Medical Insurance Premium/Non-Pers/Feb..	0.00	223.12	
00269	CalPERS Health Insurance	02/07/2025	Bank Draft	0.00	200.00	DFT0003592
100000017683485	Invoice	02/11/2025	Delinquent Payroll	0.00	200.00	

Check Report

Date Range: 02/01/2025 - 02/14/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00269 100000017693827	CalPERS Health Insurance Invoice	02/11/2025	02/07/2025 Bank Draft Delinquent Payroll	0.00 0.00	200.00 200.00	DFT0003593
00269 100000017713458	CalPERS Health Insurance Invoice	02/11/2025	02/07/2025 Bank Draft Delinquent Payroll	0.00 0.00	200.00 200.00	DFT0003594
00269 100000017788514	CalPERS Health Insurance Invoice	02/11/2025	02/07/2025 Bank Draft Delinquent Payroll	0.00 0.00	200.00 200.00	DFT0003595
00571 L1600558800	Employment Development Dept Invoice	02/11/2025	02/10/2025 Bank Draft Unemployment Ins. Benefit Charge/Oct - ...	0.00 0.00	1,409.00 1,409.00	DFT0003596

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	281	129	0.00	281,910.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	20	20	0.00	289,612.18
EFT's	25	14	0.00	107,903.45
	326	165	0.00	679,426.43

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	281	129	0.00	281,910.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	20	20	0.00	289,612.18
EFT's	25	14	0.00	107,903.45
	326	165	0.00	679,426.43

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2025	679,426.43
			679,426.43

City of Brawley

City Council

March 4, 2025

Agenda Item No. 5a



STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Silvia Luna, Finance Director
Subject: Approve the establishment of a restricted reserve fund within the Wastewater Enterprise Fund for California State Water Resources Control Board Loan agreement to comply with the specific loan agreement requirements under agreement No. 08-848-550 entered on October 1st of 2008.

RECOMMENDATION:

Approve the establishment of a restricted reserve fund within the Wastewater Enterprise Fund for California State Water Resources Control Board Loan agreement to comply with the specific loan agreement requirements under agreement No. 08-848-550 entered on October 1st of 2008.

BACKGROUND INFORMATION:

The City of Brawley Wastewater Treatment Plant entered into a loan agreement on October 1, 2008, for \$24 million with the California State Water Resources Control Board (CSWRCB) under the Clean Water State Revolving Fund (CWSRF) program. The loan funded the Brawley Wastewater Treatment Plant Improvement Project, ensuring compliance with environmental regulations, particularly the National Pollutant Discharge Elimination System (NPDES) permit, and improving wastewater treatment to reduce ammonia concentrations in plant effluent. The original loan terms included:

- Loan Amount: \$24 million
- Interest Rate: 1% per annum
- Administrative Service Charge: 0%
- Repayment Term: Until November 10, 2031

The City later entered into a project finance agreement with CSWRCB using American Recovery and Reinvestment Act (ARRA) funds. Under this agreement:

- \$10 million of the loan was forgiven by the Water Control Board.
- As of June 30, 2021, the outstanding balance was \$8,417,967.
- The new loan term was revised to June 30, 2013 – June 30, 2032.
- Annual debt service payments: \$811,850.84, paid from the Wastewater Enterprise Fund.

The loan agreement with CSWRCB is subject to audit and special financial conditions to remain operable:

- The City must annually submit its approved budget and audited financial statements for the first five years of the repayment period.
- The City must establish a reserve fund equal to one year’s debt service before the completion of construction date.

During an audit, the State Water Resources Control Board – Division of Financial Assistance requested proof of the restricted reserve fund per the active loan agreement. Failure to comply with this requirement would result in the City's Wastewater Fund being immediately liable for the remaining loan balance of \$5,463,330.40

FISCAL IMPACT:

None. The Wastewater Enterprise Fund holds \$27 million in unrestricted reserves as of FY 2023/24. Establishing this fund would only restrict an amount equivalent to one year of debt service payments—\$811,850.84 (or 3% of \$27 million).

ALTERNATIVES:

None. The establishment of the restricted reserve is a requirement under the loan agreement. Failure to comply may result in loan termination, making the remaining balance of \$5.4M immediately payable to the California State Water Resources Control Board (CSWRCB).

ATTACHMENTS:

1. 5a.1 Reso 2025- Authorize Establishment of Restricted Fund
2. 5a.2 SCWRCB Loan Agreement 08848-550
3. 5a.3 SCWRCB Loan Debt Schedule

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
 Jimmy Duran, Interim City Manager
 Silvia Luna, Finance Director

Status – Date of Status
 Approved – Date
 Approved – Date

RESOLUTION NO. 2025 –

5a.1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, AUTHORIZING THE ESTABLISHMENT OF A RESTRICTED RESERVE FUND WITHIN THE WASTEWATER ENTERPRISE FUND FOR CALIFORNIA STATE WATER RESOURCES CONTROL BOARD LOAN NO.08-848-550.

WHEREAS, the City of Brawley (the "City") entered into a loan agreement with the **California State Water Resources Control Board (CSWRCB)** on **October 1, 2008**, under the **Clean Water State Revolving Fund (CWSRF) Program**, for the purpose of financing improvements to the **Brawley Wastewater Treatment Plant**; and

WHEREAS, the loan agreement requires the City to establish a **Restricted Reserve Fund** equivalent to **one year's debt service payment** to ensure compliance with financial conditions and to maintain the operability of the loan; and

WHEREAS, failure to establish and maintain the required reserve fund may result in the immediate repayment of the outstanding loan balance, creating a financial burden for the City's Wastewater Enterprise Fund; and

WHEREAS, it is in the best interest of the City to ensure financial stability and compliance with the loan agreement by formally designating and restricting funds for this purpose; and

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

1. The City hereby **authorizes the establishment of a Restricted Reserve Fund** within the **Wastewater Enterprise Fund**, in an amount equivalent to **one year's debt service payment of \$811,850.84**.
2. The Restricted Reserve Fund shall be **maintained for the life of the loan** and used exclusively for debt service payments related to the **CWSRF loan agreement**.
3. The **Finance Director** is directed to take all necessary actions to implement and maintain the Restricted Reserve Fund and ensure its inclusion in the City's financial statements.
4. The City shall provide evidence of the establishment of this fund to the **CSWRCB – Division of Financial Assistance** as required under the loan agreement.
5. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Brawley City Council held on March 4, 2025. CITY OF BRAWLEY, CALIFORNIA

CITY OF BRAWLEY, CALIFORNIA

Gil Rebolgar, Mayor

5a.1

ATTEST:

Ana Gutierrez, City Clerk

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 4th day of March, 2025, and that it was so adopted by the vote:

AYES:

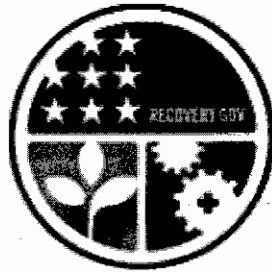
NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, Deputy City Clerk



5a.2

Clean Water
State Revolving Fund

CITY OF BRAWLEY

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



Water Boards

PROJECT FINANCE AGREEMENT

STATE REVOLVING FUND PROJECT NO. C-06-4502-110

AGREEMENT NO. 08-848-550

\$24,000,000

Term dates – October 1, 2008 – November 10, 2031

5a.2

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Exhibit B	Project Financing Amount
Exhibit C	CWSRF Payment Schedule
Exhibit D	Special Environmental, Financial, and Program Conditions
Exhibit E	Federal ARRA Conditions
Exhibit F	Schedule of System Obligations
Exhibit G	1511 Certification
Exhibit H	Davis Bacon
Exhibit I	Green Business Case

This Project Finance Agreement (including all exhibits and attachments hereto, this "Agreement") is dated as of the date set forth on the first page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (the "State Water Board"), and the Recipient identified on the first page of this Agreement:

WITNESSETH:

WHEREAS, the United States of America, pursuant to Title VI of the federal Water Pollution Control Act (as such has been and may be amended from time to time, the "Clean Water Act") requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the State as a condition to receipt of capitalization grants under the Clean Water Act; and

WHEREAS, the State of California (the "State") has established a Clean Water State Revolving Fund ("CWSRF") pursuant to Chapter 6.5 of Division 7 of the California Water Code (the "State Act") to be used for purposes of the Clean Water Act; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) provides funding through the CWSRF for the purpose of projects that will preserve and create jobs and promote economic recovery, assist those most impacted by the recession, invest in environmental protection infrastructure that will provide long-term economic benefits; and

WHEREAS, ARRA authorizes subsidization for ARRA funds in the CWSRF over and above that authorized by the Clean Water Act, specifically principal forgiveness and interest rate savings; and

WHEREAS, the State Water Board will lose its ARRA allocation for the CWSRF if time schedule requirements set forth in ARRA are not met; and

WHEREAS, the State Water Board has the responsibility to administer the CWSRF and to provide financial assistance from the CWSRF to recipients for the construction of eligible projects, as provided in the State Act; and

WHEREAS, the State Water Board is responsible under the Clean Water Act and the State Act for determining the eligibility of projects for financial assistance from the CWSRF, determining a reasonable schedule for financing and construction of projects, and for ensuring compliance with the Clean Water Act and the terms and conditions of an applicable project finance agreement; and

WHEREAS, the Recipient has submitted to the State Water Board an application for financial assistance from the CWSRF, for the purpose of financing or refinancing the Project described below, and the State Water Board has reviewed and approved said application; and

WHEREAS, the Recipient has or will incur costs incurred in connection with, the planning, design, acquisition, construction and installation of the project or projects described in Exhibit A hereto (such projects being herein collectively referred to as the "Project"); and

WHEREAS, the Recipient understands that the terms of its obligation to repay this financial assistance depend significantly on compliance with the time schedule set forth in this Agreement; and

WHEREAS, on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in the financing of the costs of the Project and/or to refund outstanding bonds, notes or other debt obligations of the Recipient, if any, issued to finance the Project, and the Recipient desires to participate as a recipient of financial assistance from the CWSRF and evidence its obligation to repay, upon the terms and conditions as hereinafter set forth in this Agreement, all pursuant to the Clean Water Act and ARRA;

5a.2

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.1(c) of this Agreement.

"Agreement" means the Project Finance Agreement, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments thereto.

"Allowance" means an amount to help defray the planning, design, and construction engineering of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized representatives, a certified original of the authorizing resolution that designates the authorized representative, by title, must accompany the first payment request, and any other documents or requests required or allowed under this Agreement.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete.

"Construction" includes, for the purposes of expanded use projects, implementation (but not planning or design).

"CWSRF" means Clean Water State Revolving Fund.

"Division" means the Division of Financial Assistance of the State Water Board, or any other segment of the State Water Board authorized to administer the CWSRF.

"Enterprise Fund" means the enterprise fund of the Recipient in which System Revenues are deposited.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees or equipment for construction of the Project.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project, or, for expanded use projects, any implementation other than planning or design.

"Installment Payments" means Installment Payments due and payable by the Recipient to the State Water Board under this Agreement to repay the Project Costs, the amounts of which are set forth as Exhibit C hereto.

"Net Revenues" means, for any Fiscal Year, so long as there may be outstanding System Obligations other than the Obligation, as such term is defined under the authorizing instruments for such System

Obligations, and thereafter all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description attached hereto as Exhibit A and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means, so long as outstanding System Obligations [other than the Obligation] are outstanding, the definition of such term as defined therein, and thereafter, the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as most recently amended, the State Water Board's "Strategy for Implementing State Revolving Fund for Expanded Use Projects", as appropriate, and Board Resolution 2009-0027.

"Project" means the Project as described in Exhibit A and in the documents thereby incorporated by reference.

"Project Completion" for the purposes of a wastewater or water recycling project, means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first. For the purposes of all other projects, "Project Completion" means the date that all tasks in Exhibit A are completed to the reasonable satisfaction of the Division. This date shall be synonymous with the date specified in the "Initiation of Operation" form submitted as part of the Approval of Award package, if any.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance from the CWSRF under the federal Clean Water Act, which are allowable costs as defined under the Policy and which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted accounting principles, plus capitalized interest. For the purposes of all other projects, "Project Costs" means those costs incurred by the Recipient for the planning, design, and implementation of the project as set forth in Exhibit A; this includes any monitoring, reporting, education and outreach, or direct administrative costs associated with these tasks and deemed necessary by the Division.

"Project Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Recipient" means the recipient of Project Funds, as identified on the front page of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all rates, fees and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

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"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means for the purposes of a wastewater project, all wastewater collection, transport, treatment, storage and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures or works or any part thereof hereafter acquired and constructed. For the purposes of a water recycling project, "System" means all wastewater, water recycling, and/or potable water collection, transport, treatment, storage and/or disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures or works or any part thereof hereafter acquired and constructed. For the purposes of all other projects, "System" means all nonpoint source control or estuary enhancement facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures or works or any part thereof hereafter acquired and constructed.

"System Obligations" means the Obligation and all other senior, parity and subordinate obligations of the Recipient payable from Revenues as identified as of the date of this Agreement in Exhibit F and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations.

1.2 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

2.2 Completion of Project.

The Recipient agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A.

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2.3 Project Certification.

For wastewater or water recycling projects, one (1) year after initiation of operation, the Recipient shall certify to the State Water Board whether or not the Project, as of that date, meets applicable design specifications and effluent limitations. If the Recipient cannot certify that the Project meets such specifications and limitations at that time, the Recipient shall submit a corrective action report. The corrective action report shall include an estimate of the nature, scope, and cost of the corrective action, and a time schedule to expeditiously make all needed corrections, at the Recipient's expense, to allow affirmative certification for the Project.

For all other projects, the Recipient shall prepare a Project Certification that includes information collected by the Recipient in accordance with the Project monitoring and reporting plan, a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program. The Project Certification shall follow the general format provided by the Program Manager.

Failure to submit a Project Certification, an affirmative certification, or a corrective action report that meets the above requirements and is satisfactory to the Division within fifteen (15) months of the Project Completion date will cause the State Water Board to stop processing any pending or future applications for new financial assistance, withhold payments on any existing financial assistance, and begin administrative proceedings pursuant to sections 13267 and 13268 of the Water Code.

2.4 Award of Construction Contracts.

- (a) The Recipient agrees to award the prime construction contract no later than the date specified in Exhibit A. Failure to meet this date will have serious consequences, as specified in Exhibit B.
- (b) The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project.
- (c) The Recipient agrees to make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date. The Division will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

2.5 Notice.

The Recipient agrees to promptly notify the Division in writing of:

- (a) Litigation, circulation of a petition to challenge rates, consideration of bankruptcy, dissolution, or disincorporation, or any other thing that could negatively affect or jeopardize the Recipient's Revenues.
- (b) Any substantial change in scope of the Project. The Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
- (c) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

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- (d) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction previously provided to the Division;
 - (e) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction of the Project, the Recipient agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (f) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - (g) Any monitoring, demonstration, or other implementation activities such that the State Water Board and/or Regional Water Quality Control Board (Regional Water Board) staff may observe and document such activities;
 - (h) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days notice; and,
 - (i) Completion of Construction of the Project, and actual Project Completion.

2.6 Project Access.

The Recipient agrees to insure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that the Project records and locations are public records.

2.7 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient agrees to expeditiously initiate Project operations. The Recipient agrees to make all reasonable efforts to meet the Project Completion date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Project Completion date no less than 90 days prior to the Project Completion date. The Division will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

2.8 Continuous Use of Project; Lease or Disposal of Project.

The Recipient agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all Project Funds together with accrued interest and any penalty assessments which may be due.

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2.9 Reports.

- (a) Quarterly Reports. The Recipient agrees to expeditiously provide status reports no less frequently than quarterly, starting with the execution of this Agreement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed; a listing of change orders including amount, description of work, and change in contract amount and schedule; any problems encountered, proposed resolution, schedule for resolution, status of previous problem resolutions, and number of jobs created or preserved due to the Project.
- (b) As Needed Reports. The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

2.10 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient agrees to report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. Reports must be submitted to the Division semiannually within ten (10) calendar days following April 1 and October 1 until such time as the "Notice of Completion" is issued.

2.11 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles the Recipient agrees to:
 - (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering, and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
- (b) The Recipient shall be required to maintain books, records and other material relative to the Project in accordance with generally accepted accounting principles. The Recipient shall also be required to retain such books, records, and other material for each subcontractor who performed work on this project for a minimum of six (6) years after repayment of Project Funds. The Recipient shall require that such books, records, and other material be subject at all reasonable

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times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency, the Office of Inspector General, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement.

2.12 Audit.

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board.

2.13 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site. The sign shall include the following color logos:



(logos available from the Division) and the following disclosure statement:

Funding for this project has been provided in full or in part by the American Recovery and Reinvestment Act of 2009 and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board.

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)

ARTICLE III FINANCING PROVISIONS

3.1 Amounts Payable by the Recipient.

- (a) **Installment Payments.** Repayment of the Project Funds, together with all interest accruing thereon, shall be repaid in annual installments commencing on the date that is one (1) year after Completion of Construction, and shall be fully amortized by the date specified in Exhibit B.

The repayment amount is based on a standard fully amortized assistance amount with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, less the repayment. Repayment calculations will be made beginning one (1) year after Completion of Construction and shall be fully amortized not later than the date specified in Exhibit B. Exhibit C is a CWSRF Payment Schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Construction and submission of necessary reports, the Division will prepare an appropriate CWSRF Payment Schedule and supply the same to the Recipient. The CWSRF Payment Schedule may be amended as necessary to accurately reflect amounts due under this Agreement. Any amended CWSRF Payment Schedule which is necessary will be prepared by the Division and furnished to the Recipient.

The Recipient agrees to make each installment payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred to the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other costs incurred. Penalties assessed will not change the principal balance of the financing Agreement. Such penalties will be treated as a separate receivable in addition to the annual payment due. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the repayment due date.

The Recipient as a whole is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient shall provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

Attached as Exhibit C is a CWSRF Payment Schedule based on the provisions of this section and an estimated disbursement schedule. CWSRF Payment Schedule will be revised based on actual disbursements following Completion of Construction.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

The Recipient agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the State Water Board shall encumber an amount equal to the Obligation. The Recipient hereby agrees to pay Installment Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor. Interest on any funds disbursed to the Recipient shall begin to accrue as of the date of each disbursement.

- (b) Project Costs. The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.
- (c) Additional Payments. In addition to the Installment Payments required to be made by the Recipient, the Recipient shall also pay to the State Water Board the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

Additional Payments may be billed to the Recipient by the State Water Board from time to time, together with a statement executed by a duly authorized representative of the State Water Board, stating that the amounts billed pursuant to this section have been incurred by the State Water Board or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Recipient within thirty (30) days after receipt of the bill by the Recipient.

- (d) The Recipient may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Recipient shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.

3.2 Obligation Absolute.

The obligation of the Recipient to make the Installment Payments and other payments required to be made by it under this Agreement, from Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Recipient shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

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3.3 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

3.4 Disbursement of Project Funds; Availability of Funds.

(a) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- (1) Upon execution and delivery of this Agreement, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance as specified in Exhibit B from the Project Funds through submission to the State Water Board of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. Eligible planning and design costs incurred prior to the start date of this Agreement may be funded. Such costs incurred prior to October 1, 2008, will be funded with non-ARRA monies.
- (2) The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts referenced in Exhibit B. (Note that this Agreement will be amended to incorporate Approval of Award.)
- (3) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of status reports due under Section 2.9 above.
- (4) The Recipient agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request.
- (5) Recipient shall spend Project Funds within 30 days of receipt. Any interest earned on Project Funds shall be reported to the State Water Board and may be required to be returned to the State Water Board or deducted from future disbursements.
- (6) Recipient shall request its final disbursement no later than six months after Completion of Construction unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (7) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other agency. If any disbursements due the Recipient under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Recipient when sufficient funds do become available.

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3.5 Withholding of Disbursements.

- (a) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
 - (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward completion of the Project.
- (b) For the purposes of this section, the terms "material violation" or "threat of material violation" include, but are not limited to:
 - (1) Placement on the ballot of an initiative to reduce revenues securing this Agreement;
 - (2) Passage of such an initiative;
 - (3) Successful challenges by ratepayer(s) to the process used by Recipient to set, dedicate, or otherwise secure revenues used for securing this Agreement; or
 - (4) Any other action or lack of action that may be construed as a material violation or threat thereof.

3.6 Pledge; Rates, Fees and Charges; Additional Debt.

- (a) Establishment of Enterprise Fund. In order to carry out its System Obligations, including the Obligation, the Recipient agrees and covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. This requirement applies to Recipients that are public agencies.
- (b) Pledge of Net Revenues. The Obligation hereunder shall be secured by a lien on and pledge of Net Revenues in priority as specified in Exhibit F. The Recipient hereby pledges and grants such lien on and pledge of Net Revenues to secure the Obligation, including payment of Installment Payments and Additional Payments hereunder. The Net Revenues shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Recipient.
- (c) Application and Purpose of the Enterprise Fund. Subject to the provisions of any outstanding System Obligations, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient, including payment of subordinate debt. The requirements of this paragraph apply to public agency Recipients.
- (d) Rates, Fees and Charges. The Recipient agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year Net Revenues equal to the debt service on System Obligations, including the Obligation, for such Fiscal Year. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced

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rates, fees and charges will at all times be sufficient to meet the requirements of this section. The Recipient agrees to promptly challenge any initiative that would impair the Obligation and publicly state its opposition to any rate challenges. The requirements of this paragraph apply to public agency Recipients.

- (e) Future Local Debt. The applicant's future debt may not be senior to CWSRF debt. The applicant's future local debt may be on parity with the CWSRF debt if the following conditions are met:
- (1) The applicant's net revenues pledged to pay all senior debts relying on the pledged revenue source are at least 1.2 times the highest year's debt service and net revenues pledged to pay all debts are at least 1.1 times the highest year's debt service; and
 - (2) One of the following conditions is met:
 - (A) The Recipient's proposed parity Additional Obligation is rated "A," or higher, by at least two nationally recognized rating agencies; or
 - (B) The Recipient is a disadvantaged community and the Division determines that it would be economically burdensome for the agency to obtain nationally recognized ratings for its parity debt; or
 - (C) The Recipient is a disadvantaged community and the Division determines that requiring the proposed Additional Obligations to be subordinate to the Recipient's Obligations hereunder will unduly restrict the Recipients from obtaining future system debt necessary for water quality improvements.

3.7 Accounting Standards and Federal Single Audit Act.

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto. The Recipient will maintain separate Project accounts in accordance with generally accepted accounting principles. The Recipient shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l).)

3.8 Federal or State Assistance.

If federal or state funding for Project Costs is made available to the Recipient from sources other than the CWSRF, the Recipient may retain such funding up to an amount which equals the Recipient's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Recipient's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the State Water Board to be applied to Installment Payments due hereunder.

ARTICLE IV MISCELLANEOUS PROVISIONS

5a.2

4.1 Timeliness.

TIME IS OF THE ESSENCE IN THIS AGREEMENT.

4.2 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

4.3 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4.4 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.

4.5 Compliance with Law, Regulations, etc.

(a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (1) Comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement;
- (2) Comply with the State Water Board's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities", as amended from time to time;
- (3) Comply with and require its contractors and subcontractors on the Project to comply with federal disadvantaged business enterprise (DBE) requirements; and
- (4) Comply with and require its contractors and subcontractors to comply with the list of federal laws certified to by the Recipient.

4.6 Conflict of Interest.

The Recipient certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

4.7 Damages for Breach Affecting Tax Exempt Status or ARRA Compliance.

(a) In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the state due to such breach.

- (b) In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of ARRA, or if such breach shall result in an obligation on the part of the State to reimburse the federal government, the Recipient shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

4.8 Disputes.

- (a) Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Division Deputy Director, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Recipient and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

4.9 Governing Law.

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

4.11 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.

4.12 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

- 5a.2
- (b) The Recipient, its contractors, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
 - (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4.13 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

4.14 Operation and Maintenance; Insurance.

The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable the Recipient to pay all remaining unpaid principal portions of the Installment Payments, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

5a.2

4.15 Permits, Subcontracting, Remedies and Debarment.

The Recipient shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

Any subcontractors, outside associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Project Representative.

The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

The Recipient certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

4.16 Prevailing Wages & Davis Bacon.

The Recipient agrees to be bound the provisions of Davis-Bacon, as identified in Exhibit H. To the extent non-ARRA Project Funds are made available under this Agreement, the Recipient agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages.

4.17 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

5a.2

4.18 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

4.19 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. (40 CFR 31.34, 31.36)

4.20 State Reviews and Indemnification

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend and hold harmless the State Water Board, and any trustee and their officers, employees and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder.

4.21 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion

of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.

4.22 Termination; Immediate Repayment; Interest.

- (a) This Agreement will automatically terminate without written notice if the Recipient fails to meet the timelines in Exhibit A and the ARRA provisions of Exhibit E. Under such circumstance, the Recipient shall immediately repay all Project Funds received under this Agreement, at the highest legal rate of interest.
- (b) Additionally, this Agreement may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division. In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

4.23 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.24 Useful Life.

The economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B hereto.

4.25 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.

4.26 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

5a.2

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF BRAWLEY:

By: *Gary Burnetts*
Name: GARY BURNETTS
Title: CITY MANAGER
Date: July 14, 2009

STATE WATER RESOURCES CONTROL BOARD

By: *B*
Name: Barbara Evoy
Title: Deputy Director, Division of Financial Assistance
Date: 7/21/09

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Recipient agrees to start construction no later than **January 15, 2010**.

TIME IS OF THE ESSENCE. Failure to meet this date will result in automatic termination of this agreement with immediate repayment due.

2. Completion of Construction date is hereby established as **November 10, 2011**.
3. The Project Completion date is hereby established as **December 10, 2011**.
4. The Project, commonly known as **Brawley Wastewater Treatment Plant (WWTP) Improvement Project** generally consists of, **complying with NPDES permit requirements and modification of the secondary process to lower ammonia concentrations in the plant effluent**, as more particularly described in the financial assistance application of the Agency and the accepted plans and specifications for the Project, if any.
5. Incorporated by reference into this Agreement are the following documents:
 - (a) the Facilities Plan Approval Letter of **August 21, 2008**;
 - (b) the Preliminary Funding Commitment of **May 21, 2009**;
 - (c) the Final Plans & Specifications of **April 24, 2009**, which are the basis for the construction contract to be awarded by the Recipient (Agreement will be amendment to incorporate such document); and
 - (d) the Waste Discharge Requirement No. **R7-2005-0021** of **June 29, 2005**.

EXHIBIT B – PROJECT FINANCING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs, is **twenty four million** dollars and no cents (**\$24,000,000.00**).
2. Project Funding. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of **twenty four million** dollars and no cents (**\$24,000,000.00**).
3. Repayment and Interest Rate. The Recipient agrees to repay all Project Funds according to the schedule in Exhibit C at an interest rate of **one percent (1%)** per annum and an Administrative Service Charge of **zero percent (0%)** per annum.
4. Contingent Principal Forgiveness. Contingent on the Recipient's performance of its timeline and ARRA obligations under Exhibits A and E, the State Water Board agrees to forgive **two million** dollars and no cents (**\$2,000,000.00**) of the principal due under this Agreement. Upon successful performance of such obligations, the State Water Board will prepare an alternate repayment schedule after Completion of Construction reflecting such principal forgiveness. If, for any reason whatsoever within or outside the Recipient's control, or any combination thereof, the Recipient fails to satisfy the conditions under these exhibits, the Recipient will be considered to have breached this Agreement, no principal will be forgiven, and all Project Funds will be due and payable immediately at the highest legal rate of interest.
5. The term of this agreement is from the date specified on the first page of this document to **November 10, 2031**
6. Budget costs are contained in the Project Cost Table, which is part of the Eligibility Determination Approval or Approval of Award Letter(s) in Exhibit A.1. (This Agreement will be amended to incorporate such document.)
7. Preliminary budget costs are as follows:

Planning & Design: **\$0**

Construction costs and disbursements are not available until after this Agreement has been amended to incorporate the Approval of Award/Eligibility Determination Approval.

Any construction expenses incurred by the Recipient prior to such amendment of this Agreement are at the Recipient's risk. Failure to begin construction according to the timelines set forth in Exhibit A will require the Recipient to repay to the State Water Board all disbursed Project Funds, including Planning and Design funds.

**EXHIBIT C
CWSRF PAYMENT SCHEDULE**

See the attached preliminary CWSRF Payment Schedule dated **June 18, 2009**. The final CWSRF Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

Loan Schedule

Loan No. 4502-110 - Brawley, City of
 Contract: 08848 - based on Actual + Projected Disbursements

Principal is paid over: **20 Years**
 Loan repayment interest rate: **1.00000%**

WASTEWATER TREATMENT PLANT EXPANSION

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate %	Interest Payment	Loan Payment	Total Payment	Annual Payment	Ending Balance	CPI Interest
1	11/30/2012		746,006.59	1	487,825.00	1,233,831.59	1,233,831.59	1,233,831.59	21,253,993.41	0.00
2	11/30/2013		1,021,291.66	1	212,539.93	1,233,831.59	1,233,831.59	1,233,831.59	20,232,701.75	0.00
3	11/30/2014		1,031,504.57	1	202,327.02	1,233,831.59	1,233,831.59	1,233,831.59	19,201,197.18	0.00
4	11/30/2015		1,041,819.62	1	192,011.97	1,233,831.59	1,233,831.59	1,233,831.59	18,159,377.56	0.00
5	11/30/2016		1,052,237.81	1	181,593.78	1,233,831.59	1,233,831.59	1,233,831.59	17,107,139.75	0.00
6	11/30/2017		1,062,760.19	1	171,071.40	1,233,831.59	1,233,831.59	1,233,831.59	16,044,379.56	0.00
7	11/30/2018		1,073,387.79	1	160,443.80	1,233,831.59	1,233,831.59	1,233,831.59	14,970,991.77	0.00
8	11/30/2019		1,084,121.67	1	149,709.92	1,233,831.59	1,233,831.59	1,233,831.59	13,886,870.10	0.00
9	11/30/2020		1,094,962.89	1	138,868.70	1,233,831.59	1,233,831.59	1,233,831.59	12,791,907.21	0.00
10	11/30/2021		1,105,912.52	1	127,919.07	1,233,831.59	1,233,831.59	1,233,831.59	11,685,994.69	0.00
11	11/30/2022		1,116,971.64	1	116,859.95	1,233,831.59	1,233,831.59	1,233,831.59	10,569,023.05	0.00
12	11/30/2023		1,128,141.36	1	105,690.23	1,233,831.59	1,233,831.59	1,233,831.59	9,440,881.69	0.00
13	11/30/2024		1,139,422.77	1	94,408.82	1,233,831.59	1,233,831.59	1,233,831.59	8,301,458.92	0.00
14	11/30/2025		1,150,817.00	1	83,014.59	1,233,831.59	1,233,831.59	1,233,831.59	7,150,641.92	0.00
15	11/30/2026		1,162,325.17	1	71,506.42	1,233,831.59	1,233,831.59	1,233,831.59	5,988,316.75	0.00
16	11/30/2027		1,173,948.42	1	59,883.17	1,233,831.59	1,233,831.59	1,233,831.59	4,814,368.33	0.00
17	11/30/2028		1,185,687.91	1	48,143.68	1,233,831.59	1,233,831.59	1,233,831.59	3,628,680.42	0.00
18	11/30/2029		1,197,544.79	1	36,286.80	1,233,831.59	1,233,831.59	1,233,831.59	2,431,135.63	0.00
19	11/30/2030		1,209,520.23	1	24,311.36	1,233,831.59	1,233,831.59	1,233,831.59	1,221,615.40	0.00
20	11/30/2031		1,221,615.40	1	12,216.15	1,233,831.55	1,233,831.55	1,233,831.55	0.00	0.00
			22,000,000.00		2,676,631.76	24,676,631.76	24,676,631.76	24,676,631.76		0.00

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EXHIBIT D — SPECIAL ENVIRONMENTAL, FINANCIAL, AND OTHER PROGRAM CONDITIONS

D.1 Special Environmental Conditions: **N/A**

D.2 Special Financial Conditions:

The City will establish a reserve fund of one year's debt service prior to completion of construction date.

The City will annually submit copies of its approved budget and audited financial statements to the Division for the first five years of the payment period.

D.3 Other Program Conditions: **N/A**

EXHIBIT E — FEDERAL ARRA CONDITIONS

1. ARRA Special Conditions

- (a) ARRA Requirements. The Recipient understands and acknowledges that financing pursuant to this Agreement is provided according to the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient agrees to perform its obligations under this Agreement in compliance with the letter and the spirit of ARRA.

The Recipient understands and agrees that failure to comply with ARRA will automatically terminate this Agreement and repayment of any and all Project Funds disbursed to the Recipient will be due and payable immediately.

- (b) Timeline Absolute. The Recipient understands that, for any reason whatsoever, foreseeable or unforeseeable, negligent, intentional, or due to any factor outside the Recipient's control, should the Recipient fail to start construction prior to the date specified in Exhibit A, this Agreement will automatically terminate and repayment of any and all Project Funds disbursed to the Recipient will be due and payable immediately.
- (c) Buy American. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient shall not use Project Funds to purchase iron, steel, and manufactured goods produced outside of the United States. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient hereby certifies that all iron, steel, and manufactured goods used in the Project were produced in the United States.
- (d) Waste, Fraud, & Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds.
- (e) Whistleblower Rights Notice. The Recipient shall post notice of the rights and remedies provided to state and local government and contractor whistleblowers as set forth in Section 1553 of ARRA and shall ensure that its contractors and subcontractors post such notices.
- (f) Reports. In addition to the reports specified in this Agreement, the Recipient may be asked for weekly reports related to the goals of ARRA, including jobs created or saved. The Recipient agrees to provide such reports in an expeditious fashion.
- (g) Land or Easement Acquisition. The Recipient shall not use Project Funds for the purchase of land, easements, or interests in land.

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EXHIBIT E — FEDERAL ARRA CONDITIONS

- (h) Davis Bacon. The Recipient agrees that all laborers and mechanics shall be paid not less than federal prevailing wages. (State prevailing wage requirements found elsewhere in this Agreement may be higher.)

- 2. Implementation of Recommendations. Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may make necessary amendments to this Agreement upon the request of the USEPA or the recommendation of the Recovery Accountability and Transparency Board as set forth in Section 1523 of ARRA.

5a.2

EXHIBIT F – Schedule of System Obligations

Except for the following and the Obligation evidenced by this Agreement, the Recipient certifies that it has no outstanding System Obligations:

The following outstanding debt is senior to the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date
1997 Cert. of Part	5.15%	\$2,845,000.00	\$1,620,000.00	7-1-2016
CIEDB	2.5%	\$2,759,775.00	\$2,397,431.00	8-1-2021

The following outstanding debt is on parity with the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date

The following outstanding debt is subordinate to the Obligation:

Title	Interest Rate	Total Amount	Amount Remaining	End Date
N/A				

EXHIBIT G – Section 1511 Certification

By entering into this Agreement, the authorized representative of the State Water Board and the authorized representative of the Recipient hereby certify, and/or affirm previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of ARRA:

- Project description: The Project, commonly known as **Brawley Wastewater Treatment Plant (WWTP) Improvement Project** generally consists of, **complying with NPDES permit requirements and modification of the secondary process to lower ammonia concentrations in the plant effluent**, as more particularly described in the financial assistance application of the Agency and the accepted plans and specifications for the Project, if any.
- Estimated total cost of the Project: The estimated reasonable cost of the total Project, including associated planning and design cost, is **twenty four million dollars and no cents (\$24,000,000.00)**.
- Type of assistance: **long-term financing with partial principal forgiveness.**

Estimated amount of ARRA funds to be used: **two million dollars and no cents.**

EXHIBIT H – Davis Bacon

(a) The Recipient shall include in full in any of its Project contracts or subcontracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work the following clauses (or any modifications thereof to meet the particular needs of the Recipient, Provided, That such modifications are first approved by the United States Department of Labor):

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding.

The **City of Brawley** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the **City of Brawley** may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to

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cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **City of Brawley** if the **City of Brawley** is a party to the contract, but if the **City of Brawley** is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the State Water Resources Control Board, or the United States Environmental Protection Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:

<http://www.dol.gov/esa/whd/forms/wh347instr.htm>

or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the State Water Resources Control Board or the United States Environmental Protection Agency if such agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the State Water Resources Control Board or the United States Environmental Protection Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a

EXHIBIT H – Davis Bacon

prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State Water Resources Control Board, the State of California, the United States Environmental Protection Agency, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal or state agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

EXHIBIT H – Davis Bacon

program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the State Water Resources Control Board, United States Environmental Protection Agency, federal Office of Management and Budgets, and/or federal Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Recipient shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any Project contract or subcontract in an amount in excess of \$100,000. These clauses shall be inserted in addition to the clauses required above. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

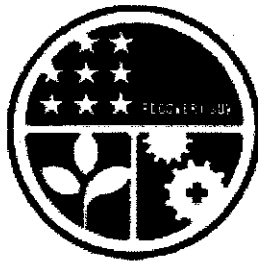
EXHIBIT H – Davis Bacon

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The **City of Brawley** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained above, in any Project contract or subcontract, the Recipient shall cause or require the contracting officer to insert a clause requiring that any contractor or subcontractor on this Project shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State Water Resources Control Board, the State of California, the United States Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5a.2

EXHIBIT I – Green Business Case

N/A



Clean Water
State Revolving Fund **Water Boards**

5a.2

CITY OF BRAWLEY
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

PROJECT FINANCE AGREEMENT - STATE REVOLVING FUND PROJECT NO. C-06-4502-110

AGREEMENT NO. 08-848-550
AMENDMENT NO. 1
Amount: ~~\$24,000,000~~ **\$24,595,000**

Term Dates: October 1, 2008 – January 1, 2032

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement, originally executed on July 21, 2009 and incorporated herein:

Changes made in this amendment are shown as follows in the attached Exhibits:

- Exhibit A – Scope of Work & Incorporated Documents (1 page attached)*
- Exhibit A.1-Approval of Award/Eligibility Determination Approval/Final Budget (4 pages attached)**
- Exhibit B – Project Financing Amount (1 page attached)*
- Exhibit C – CWSRF Payment Schedule (2 pages attached)**
- Exhibit D – Special Conditions (1 page attached)*
- Exhibit G – Section 1511 Certification (1 page attached)*
- Exhibit H – Davis Bacon (10 pages attached)**

* Text additions are displayed in bold and underline
* Except as otherwise noted, text deletions are displayed as strike through text (i.e., strike out)
**Entire Exhibit replaced

All other terms and conditions shall remain the same.

CITY OF BRAWLEY:

By: *Gary Burroughs*
Name: Gary Burroughs
Title: City Manager

Date: 12-14-2009

STATE WATER RESOURCES CONTROL BOARD

By: *Barbara L. Evoy*
Name: Barbara L. Evoy
Title: Deputy Director, Division of Financial Assistance

Date: 12/21/09

EXHIBIT A – SCOPE OF WORK & INCORPORATED DOCUMENTS

1. The Recipient agrees to start construction no later than January 15, 2010.

TIME IS OF THE ESSENCE. Failure to meet this date will result in automatic termination of this agreement with immediate repayment due.

2. Completion of Construction date is hereby established as ~~November 10, 2011~~ **January 1, 2012.**

3. The Project Completion date is hereby established as ~~December 10, 2011~~ **June 30, 2012.**

4. The Project, commonly known as Brawley Wastewater Treatment Plant (WWTP) Improvement Project generally consists of, complying with NPDES permit requirements and modification of the secondary process to lower ammonia concentrations in the plant effluent, as more particularly described in the financial assistance application of the Agency and the accepted plans and specifications for the Project, if any.

5. Incorporated by reference into this Agreement are the following documents:

- (a) the Facilities Plan Approval Letter of August 21, 2008;
- (b) the Preliminary Funding Commitment of May 21, 2009, **as amended on December 10, 2009;**
- (c) the Final Plans & Specifications of April 24, 2009, which are the basis for the construction contract to be awarded by the Recipient (Agreement will be amendment to incorporate such document); and
- (d) the Waste Discharge Requirement No. R7-2005-0021 of June 29, 2005.

**EXHIBIT A.1 – APPROVAL OF AWARD/ELIGIBILITY DETERMINATION
 APPROVAL/FINAL BUDGET**

Table 1: Approved Construction Bid Amount:

CONTRACTOR	AMOUNT BID	APPROVED COSTS
C.W. Roen Construction Co.	\$21,045,000	\$21,045,000

Table 2: Approved Construction Budget:

PROJECT COST TABLE			
Applicant:	City of Brawley		
Project Number:	C-06-4502-130		
Project Name:	Wastewater Treatment Plant Upgrade Project		
TYPE OF WORK	APPROVED CONSTRUCTION BUDGET ¹		
	Pre-October 1, 2008	Post-October 1, 2008	Total Costs
A. Construction		\$21,045,000	\$21,045,000
B. Allowances (Soft Costs) ¹			
1. Planning	\$ 100,000		\$100,000
2. Design	\$1,200,000		\$1,200,000
3. Construction Management		\$2,200,000	\$2,200,000
4. Administration ¹			
5. Value Engineering	\$ 50,000		\$50,000
Subtotal of Allowances	\$1,350,000	\$2,200,000	\$3,550,000
TOTAL	\$1,350,000	\$23,245,000	\$24,595,000

*ARRA funds may only be used for costs incurred on or after October 1, 2008, and cannot be used to cover Administration costs.

¹ Allowances (soft costs) may be adjusted between approved line items as needed; however, administration costs are not eligible for ARRA funding.

Table 3: ARRA Eligible Funding:

ARRA FUNDING DISTRIBUTION	AMOUNT
Principal Forgiveness	\$10,000,000
Financing at 1% Interest Rate with 20-year term	\$13,245,000
Financing at 0% Interest Rate with 20-year term	NA
Total ARRA Eligible ¹	\$23,245,000

¹ Total amount eligible for ARRA funds = Construction bid amount + allowances (soft costs) incurred on or after October 1, 2008 – administration costs. Administration costs are not eligible for ARRA funding.

PROJECT ELIGIBILITY DETERMINATION

List the eligible items (identify by bid item and schedule):

The eligibility determinations and conditions of approval identified below are based on the review of the:

- Facilities Plan Approval letter dated August 21, 2008;
- Stamped and Signed Final Plan and Specifications (P&S) for the Project dated September 2009
- Addendums No 1, 2 and 3, dated September 17, 2009, September 29, 2009, and September 29, 2009, respectively.

**EXHIBIT A.1 – APPROVAL OF AWARD/ELIGIBILITY DETERMINATION
 APPROVAL/FINAL BUDGET**

I. ELIGIBILITY DETERMINATION AGREEMENT

The eligibility determination for the bid items shown in Bid Schedule A and Additive Bid Schedule 1, Specification No. 2009-06 of the contract specifications are as follows:

Bid Item	Description	Percent Eligibility
1	Lump Sum Bid: For the construction of City of Brawley Wastewater Treatment Plant Improvements, complete as shown on the Contract Drawings and specified in the Technical Specification, including grading, subgrade preparation, foundation floor, drains, stub walls for three solar green houses, except green house structures and their associated electrical service, controls and equipment, and except as provided below.	100%
2	Lump Sum Bid: Trench Safety Shoring	100%
3	100 Cubic Yards: For the removal and offsite disposal of unsuitable materials under footings in areas other than shown on the Contract Drawings or called out in the Technical Specifications and replacement with compacted select fill material in accordance with Section 02200 of the Technical Specifications and at the direction of the Engineer, including all material and work incidental thereto	100%
4	50 Cubic Yards: For the removal and offsite disposal of unsuitable materials under footings in areas other than shown on the Contract Drawings or called out in the Technical Specifications and replacement with compacted base material in accordance with Section 02200 of the Technical Specifications and at the direction of the Engineer, including all material and work incidental thereto	100%
5	4865 Dry Tons: For the removal, transportation and disposal at a permitted disposal site of sludge from Ponds A1, A2 and Stabilization Pond S1 in accordance with Section 02205 of the Technical Specifications.	100%
1	Additive Item: Furnish and install two greenhouse structures, mechanical equipment, ventilation, controls, electrical service and all other necessary work for a complete function system as specified in Technical Specification Section 13200	100%

**EXHIBIT A.1 – APPROVAL OF AWARD/ELIGIBILITY DETERMINATION
APPROVAL/FINAL BUDGET**

II. CONDITIONS OF APPROVAL

1. Necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for CWSRF financing funding. This includes builder risk insurance, public liability insurance, fire, and Project specific insurance.
2. Earthquake insurance and "Act of God" insurance are ineligible for funding. Maintenance and subcontractor bonds are also ineligible.
3. Asphalt pavement, corresponding improvements, and excavation and refill materials due to trenching are limited to replacement of the trench width plus one foot on each side of the trench disturbed due to the construction work of the subject contract only. Full lane width paving or slurry seal is eligible if required by ordinance or code of the governing entity.
4. The cost of local permits and licenses other than those issued by the Agency are eligible for CWSRF financing.
5. The Division may approve Change Orders provided that such changes do not: (1) increase the maximum amount of the financing agreement based on actual bid selected for the Project, (2) increase the term of the financing agreement, or (3) result in a substantial change in the work.
6. Contingencies are not eligible.

III. PROJECT PERFORMANCE STANDARDS

Project Objectives

1. The Project must meet the intended goals and objectives. All components of the Project shall meet the material, workmanship, and performance standards identified in the contract Plans and Specifications (P&S) and shall be operational at the time of project performance certification.
2. The City's Project shall meet all conditions and requirements contained in the Waste Discharge Requirements (WDR) No. R7-2005-0021 and National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104523.
3. The City must have a level of staffing sufficient to properly operate and maintain the facility. The City must ensure that the funded facilities will be properly operated and maintained for the estimated life of the Project.

Project Performance Standards during Certification Period

4. Major mechanical components and process units shall be tested for the maximum design flow rates and wastewater concentrations, where feasible, to determine that the project performance objectives are met.

Data Collected for the Project

5. The existing operation and maintenance tracking system must be updated to include all new mechanical and electrical equipment, spare parts, and a record of preventative and corrective maintenance tasks scheduled and performed.

**EXHIBIT A.1 – APPROVAL OF AWARD/ELIGIBILITY DETERMINATION
APPROVAL/FINAL BUDGET**

6. Information required to complete monthly self-monitoring reports submitted to Regional Water Quality Control Board.
7. Recorded data shall be collected and used to compare actual performance with project objectives and the WDRs. An operation and maintenance log shall include the following:

General Treatment Plant Data

- Plant influent flow records (daily);
- Plant influent and effluent five-day Biochemical Oxygen Demand (BOD₅) and Suspended Solids (SS) concentrations (weekly 24-hour composite sample);
- Plant effluent pH (instantaneous);
- Plant influent Total Ammonia as Nitrogen concentration (weekly over a one-year period beginning at initiation of operation);
- Plant Effluent Total Ammonia as Nitrogen concentration (weekly over a one-year period beginning at initiation of operation);

Others

- Flow meters calibration records;
- Records of odor checks and /or complaints; and
- Records of preventive and corrective maintenance for all mechanical and electrical equipment.

Project Performance Report and Certification

8. One year after the initiation of operation, the City shall prepare a Project Performance Report (PPR) that includes the above listed information and certify whether the Project meets project performance standards. The PPR must include a description of the test conditions, comparison of the actual performance of the funded Project with expected performance, and the Project's ability to meet objectives. The PPR should assess individual unit processes for possible operational adjustments to optimize plant reliability.
9. If at the end of the project performance certification period the City is unable to certify the Project, the City must submit a Corrective Action Report (CAR). For components of the Project not meeting the material, workmanship or performance standards in the construction contract P&S, the City must provide a discussion of probable causes and recommended corrective measures. The CAR shall provide estimates of the nature, scope, cost, and schedule to implement the necessary corrective measures. The City understands that the cost of corrective measures is not eligible for CWSRF financial assistance.
10. If the City does not submit a PPR and the signed certificate of performance, or a CAR, within fifteen (15) months of the initiation of operation date, the Division will stop processing any pending or future applications for new CWSRF funding or bond funded grants, and withhold payments on any existing financing assistance that the City may have with the State Water Board until the PPR, and certification or CAR, are submitted. The Division may use any other legal means to obtain the PPR and certificate of performance, or CAR from the City.

EXHIBIT B – PROJECT FINANCING AMOUNT

1. Estimated Reasonable Cost. The estimated reasonable cost of the total Project, including associated planning and design costs, is ~~twenty four million~~ **twenty four million, five hundred ninety five thousand** dollars and no cents (~~\$24,000,000.00~~)(**\$24,595,000.00**).
2. Project Funding. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds in the amount of ~~twenty four million~~ **twenty four million, five hundred ninety five thousand** dollars and no cents (~~\$24,000,000.00~~)(**\$24,595,000.00**).
3. Repayment and Interest Rate. The Recipient agrees to repay all Project Funds according to the schedule in Exhibit C at an interest rate of one percent (1%) per annum and an Administrative Service Charge of zero percent (0%) per annum.
4. Contingent Principal Forgiveness. Contingent on the Recipient's performance of its timeline and ARRA obligations under Exhibits A and E, the State Water Board agrees to forgive ~~two million~~ **ten million** dollars and no cents (~~\$2,000,000.00~~)(**\$10,000,000.00**) of the principal due under this Agreement. Upon successful performance of such obligations, the State Water Board will prepare an alternate repayment schedule after Completion of Construction reflecting such principal forgiveness. If, for any reason whatsoever within or outside the Recipient's control, or any combination thereof, the Recipient fails to satisfy the conditions under these exhibits, the Recipient will be considered to have breached this Agreement, no principal will be forgiven, and all Project Funds will be due and payable immediately at the highest legal rate of interest.
5. The term of this agreement is from the date specified on the first page of this document to November 10, 2031.
6. Budget costs are contained in the Project Cost Table, which is part of the Eligibility Determination Approval or Approval of Award Letter(s) in Exhibit A.1. **See Exhibit A.1.**(~~This Agreement will be amended to incorporate such document.~~)
7. ~~Preliminary budget costs are as follows:~~

~~_____ Planning & Design: \$0~~

~~Construction costs and disbursements are not available until after this Agreement has been amended to incorporate the Approval of Award/Eligibility Determination Approval.~~

~~Any construction expenses incurred by the Recipient prior to such amendment of this Agreement are at the Recipient's risk. Failure to begin construction according to the timelines set forth in Exhibit A will require the Recipient to repay to the State Water Board all disbursed Project Funds, including Planning and Design funds.~~

**EXHIBIT C
CWSRF PAYMENT SCHEDULE**

See the attached preliminary CWSRF Payment Schedule dated ~~June 18, 2009~~ **December 9, 2009**. The final CWSRF Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

Payment Schedule

Project No. 4502-110 - Brawley, City of
 Agreement: 08848 - based on Actual + Projected Disbursements
 Wastewater Treatment Plant Expansion

Principal is paid over: 20 Years
 Interest rate: 1.00000%

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate %	Interest Payment	Loan Payment	Total Payment	Annual Payment	Ending Balance	CPI Interest
1	1/1/2013		544,303.46	1	271,364.11	815,667.57	815,667.57	815,667.57	14,050,696.54	0.00
2	1/1/2014		675,160.60	1	140,506.97	815,667.57	815,667.57	815,667.57	13,375,535.94	0.00
3	1/1/2015		681,912.21	1	133,755.36	815,667.57	815,667.57	815,667.57	12,693,623.73	0.00
4	1/1/2016		688,731.33	1	126,936.24	815,667.57	815,667.57	815,667.57	12,004,892.40	0.00
5	1/1/2017		695,618.65	1	120,048.92	815,667.57	815,667.57	815,667.57	11,309,273.75	0.00
6	1/1/2018		702,574.83	1	113,092.74	815,667.57	815,667.57	815,667.57	10,606,698.92	0.00
7	1/1/2019		709,600.58	1	106,066.99	815,667.57	815,667.57	815,667.57	9,897,098.34	0.00
8	1/1/2020		716,696.59	1	98,970.98	815,667.57	815,667.57	815,667.57	9,180,401.75	0.00
9	1/1/2021		723,863.55	1	91,804.02	815,667.57	815,667.57	815,667.57	8,456,538.20	0.00
10	1/1/2022		731,102.19	1	84,565.38	815,667.57	815,667.57	815,667.57	7,725,436.01	0.00
11	1/1/2023		738,413.21	1	77,254.36	815,667.57	815,667.57	815,667.57	6,987,022.80	0.00
12	1/1/2024		745,797.34	1	69,870.23	815,667.57	815,667.57	815,667.57	6,241,225.46	0.00
13	1/1/2025		753,255.32	1	62,412.25	815,667.57	815,667.57	815,667.57	5,487,970.14	0.00
14	1/1/2026		760,787.87	1	54,879.70	815,667.57	815,667.57	815,667.57	4,727,182.27	0.00
15	1/1/2027		768,395.75	1	47,271.82	815,667.57	815,667.57	815,667.57	3,958,786.52	0.00
16	1/1/2028		776,079.70	1	39,587.87	815,667.57	815,667.57	815,667.57	3,182,706.82	0.00
17	1/1/2029		783,840.50	1	31,827.07	815,667.57	815,667.57	815,667.57	2,398,866.32	0.00
18	1/1/2030		791,678.91	1	23,988.66	815,667.57	815,667.57	815,667.57	1,607,187.41	0.00
19	1/1/2031		799,595.70	1	16,071.87	815,667.57	815,667.57	815,667.57	807,591.71	0.00
20	1/1/2032		807,591.71	1	8,075.92	815,667.63	815,667.63	815,667.63	0.00	0.00
			14,595,000.00		1,718,351.46	16,313,351.46	16,313,351.46	16,313,351.46		0.00

5a.2

EXHIBIT D — SPECIAL ENVIRONMENTAL, FINANCIAL, AND OTHER PROGRAM CONDITIONS

D.1 Special Environmental Conditions: N/A

D.2 Special Financial Conditions:

The City will establish a reserve fund of one year's debt service prior to completion of construction date.

The City will annually submit copies of its approved budget and audited financial statements to the Division for the first five years of the payment period.

The City must provide the Division with a copy of an executed construction contract by December 31, 2009.

D.3 Other Program Conditions: N/A

EXHIBIT G – SECTION 1511 CERTIFICATION

By entering into this Agreement, the authorized representative of the State Water Board and the authorized representative of the Recipient hereby certify, and/or affirm previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of ARRA:

- Project description: The Project, commonly known as Brawley Wastewater Treatment Plant (WWTP) Improvement Project generally consists of, complying with NPDES permit requirements and modification of the secondary process to lower ammonia concentrations in the plant effluent, as more particularly described in the financial assistance application of the Agency and the accepted plans and specifications for the Project, if any.
- Estimated total cost of the Project: The estimated reasonable cost of the total Project, including associated planning and design cost, is ~~twenty four million~~ **twenty four million, five hundred ninety five thousand** dollars and no cents (~~\$24,000,000.00~~) **(\$24,595,000.00)**.
- Type of assistance: long-term financing with partial principal forgiveness.

Estimated amount of ARRA funds to be used: ~~two million~~ **ten million (\$10,000,000.00)** dollars and no cents.

EXHIBIT H – DAVIS BACON REQUIREMENTS

1. Applicability of the Davis- Bacon (DB) Prevailing Wage Requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants is subject to DB. If the **Recipient** encounters a unique situation at a site that presents uncertainties regarding DB applicability, the **Recipient** must discuss the situation with the State Water Board before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) The **Recipient** shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the **Recipient** shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The **Recipient** shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the **Recipient** may request a finding from the State Water Board that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State Water Board will provide a report of its findings to the **Recipient**.
 - (ii) If the **Recipient** does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State Water Board, at the request of the **Recipient**, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The **Recipient** shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the **Recipient** carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the **Recipient** shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) The **Recipient** shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a **Recipient's** contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the **Recipient** has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the **Recipient** shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The **Recipient's** contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

EXHIBIT H – DAVIS BACON REQUIREMENTS

3. Contract and Subcontract Provisions.

(a) The **Recipient** shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

The **Recipient** may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii)(A) The **Recipient**, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

EXHIBIT H – DAVIS BACON REQUIREMENTS

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **Recipient** agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **Recipient** to the State Water Board. The State Water Board will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State Water Board or will notify the State Water Board within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the **Recipient** do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), USEPA will refer the questions, including the views of all interested parties and the recommendation of the State Water Board, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding.

EXHIBIT H – DAVIS BACON REQUIREMENTS

The **Recipient**, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **Recipient**, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State Water Board or EPA. As to each payroll copy received, the **Recipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this

EXHIBIT H – DAVIS BACON REQUIREMENTS

purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **Recipient** for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **Recipient**.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

EXHIBIT H – DAVIS BACON REQUIREMENTS

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

EXHIBIT H – DAVIS BACON REQUIREMENTS

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

EXHIBIT H – DAVIS BACON REQUIREMENTS

(8) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the **Recipient**, State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act.

The **Recipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

EXHIBIT H – DAVIS BACON REQUIREMENTS

(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

The **Recipient**, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the **Recipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Recipient** shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA, State Water Board, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The **Recipient** shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The **Recipient** must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

EXHIBIT H – DAVIS BACON REQUIREMENTS

- (b) The **Recipient** shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **Recipient** must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The **Recipient** must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The **Recipient** shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The **Recipient** shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The **Recipient** shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the **Recipient** must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. The **Recipient** must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the **Recipient** shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The **Recipient** shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) The **Recipient** must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

5a.3

					Running
	Date	Principal	Interest	Payment	Balance
Amount Borrowed:					14,663,345.89
FY 12-13	01/01/13	677,473.45	133,454.37	810,927.82	13,985,872.44
FY 13-14	01/01/14	671,992.12	139,858.72	811,850.84	13,313,880.32
FY 14-15	01/01/15	678,712.04	133,138.80	811,850.84	12,635,168.28
FY 15-16	01/01/16	685,499.16	126,351.68	811,850.84	11,949,669.12
FY 16-17	01/01/17	692,354.15	119,496.69	811,850.84	11,257,314.97
FY 17-18	01/01/18	699,277.69	112,573.15	811,850.84	10,558,037.28
FY 18-19	01/01/19	706,270.47	105,580.37	811,850.84	9,851,766.81
FY 19-20	01/01/20	713,333.17	98,517.67	811,850.84	9,138,433.64
FY 20-21	01/01/21	720,466.50	91,384.34	811,850.84	8,417,967.14
FY 21-22	01/01/22	727,671.17	84,179.67	811,850.84	7,690,295.97
FY 22-23	01/01/23	734,947.88	76,902.96	811,850.84	6,955,348.09
FY 23-24	01/01/24	742,297.36	69,553.48	811,850.84	6,213,050.73
FY 24-25	01/01/25	749,720.33	62,130.51	811,850.84	5,463,330.40
FY 25-26	01/01/26	757,217.54	54,633.30	811,850.84	4,706,112.86
FY 26-27	01/01/27	764,789.71	47,061.13	811,850.84	3,941,323.15
FY 27-28	01/01/28	772,437.61	39,413.23	811,850.84	3,168,885.54
FY 28-29	01/01/29	780,161.98	31,688.86	811,850.84	2,388,723.56
FY 29-30	01/01/30	787,963.60	23,887.24	811,850.84	1,600,759.96
FY 30-31	01/01/31	795,843.24	16,007.60	811,850.84	804,916.72
FY 31-32	01/01/32	804,916.72	8,049.17	812,965.89	0.00
ORIGINAL		14,663,345.89	1,573,862.94	16,237,208.83	
OUTSTANDING		5,463,330.40	220,740.53		

City of Brawley

City Council
March 04, 2025
Agenda Item No 5b



5b

STAFF REPORT

To: City Council
From: Cynthia Mancha, Consultant City Planner
Prepared by: Cynthia Mancha, Consultant City Planner
Subject: 2nd Reading Zone Change Ordinance (ZC) 24-02

RECOMMENDATION:

Approve the 2nd Reading for Zone Change Ordinance (ZC) 24-02.

BACKGROUND INFORMATION:

On November 13, 2024, the Planning Commission recommended for approval Zone Change (ZC) 24-02 to convert two .13 acre lots from C-1 (Neighborhood Commercial) to R-1 (Single Family Residential). The properties are located within City limits identified as 388 and 400 Palm Avenue. The zone change will allow the construction of one single family home in each respective parcel. The Planning Commission reviewed the findings of the petition for ZC 24-02 and determined the zone change is consistent with the City's General Plan, Zoning Ordinance, and existing uses with the vicinity. The City Council accepted the conditionally approved ZC 24-02 and project Negative Declaration on February 18, 2025.

FISCAL IMPACT:

None. The applicant will be responsible for all filing fees, development impact fees, and any required off-site improvements associated with the project.

ALTERNATIVES:

None at this time.

ATTACHMENTS:

1. Zone Change Ordinance
2. Vicinity Map

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Jimmy Duran, City Manager
Silvia Luna, Finance Director

Status – Date of Status
Approved - 2/28/2025
Approved - 2/28/2025

5b.1

ORDINANCE NO. 2025-XX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AMENDING THE BRAWLEY MUNICIPAL CODE TO CHANGE THE ZONING FOR A SPECIFIC PROPERTY.

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

Section 1: The zoning map adopted at Chapter 27, Article III, Section 27.60 of the Brawley Municipal Code is hereby amended as follows:

The affected properties are described as follows:

LOT 8 ULLOA SUB FM 1 28

and

LOT 7 ULLOA SUB FM 1 28

Said parcels *each* contain .13 acres.

The current zoning for the Property is C-1. The zoning for the Property enacted by this ordinance is R-1.

APN	ZONE CLASSIFICATION	
	As amended by this Ordinance	Existing
047-301-02 (388 Palm Ave.)	R-1 (Residential Single Family)	C-1 (Neighborhood Commercial)
047-301-019 (400 Palm Ave.)	R-1 (Residential Single Family)	C-1 (Neighborhood Commercial)

SECTION 2: This ordinance shall be effective thirty (30) days after its adoption and the City Clerk shall cause a certified copy of this ordinance to be published one time within fifteen (15) days after its adoption in a newspaper of general circulation printed in Imperial County and circulated in the City of Brawley.

5b.1

APPROVED, PASSED, AND ADOPTED, at the regular meeting of the Brawley City Council of the City of Brawley, held on DAY MONTH YEAR.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebollar, Mayor

ATTEST:

1st Reading

2nd Reading

5b.2

Vicinity Map/Project Location

APN's:
047-301-012 and 047-301-019



City of Brawley

City Council
March 04, 2025
Agenda Item No 5c



STAFF REPORT

To: City Council
From: John Tang, Interim Assistant to the City Manager
Prepared by: John Tang, Interim Assistant to the City Manager
Subject: **Reclassification of Administrative Office Clerk to Staff Assistant**

RECOMMENDATION:

Approve by resolution to reclassify the position of Administrative Office Clerk to Staff Assistant.

BACKGROUND INFORMATION:

The City of Brawley has dramatically improved its personnel capacity and expanded the services available to the community. Reclassifying the current Administrative Office Clerk position to Staff Assistant will strengthen the City's commitment to effective records management.

The Staff Assistant will assume the responsibilities of the City Clerk and perform the duties of a Deputy City Clerk in the City Clerk's absence. This includes managing official city records, preparing agendas and meeting minutes, and ensuring compliance with legal and regulatory requirements.

A Staff Assistant typically has a broader skill set and can handle more complex tasks than an Administrative Office Clerk. This can increase efficiency in managing administrative duties and supporting various departments.

With the reclassification, the Staff Assistant can take on more responsibilities related to record management, including digitizing old records. This will ensure that essential documents are managed and maintained efficiently and are easily accessible in digital format.

A Staff Assistant can provide more comprehensive support to the City Manager's office and other departments, helping to streamline operations and improve overall efficiency.

By reclassifying the position, the city can leverage the existing employee's knowledge and experience while expanding their role to meet the city's growing needs. This can be a more cost-effective solution than hiring a new employee for a higher-level position.

Historically, the City's record management system has depended on filing and storing hard copies of essential documents in the City Manager's office. As the City grows, digitizing these old records has become essential. The reclassification will help facilitate the transition from hard copies to digital storage, ensuring that essential documents are efficiently managed, maintained, and easily accessible in digital format. This initiative is expected to streamline operations and enhance overall efficiency in the City Manager's office.

FISCAL IMPACT:

The estimated fiscal impact of reclassifying the Administrative Office Clerk position to Staff Assistant for FY24-25 (March – June) is \$4,417.

The Records Department (132) has sufficient savings from the vacant Assistant to the City Manager position; therefore, no budget adjustments are needed for the remainder of the fiscal year.

ALTERNATIVES:

Not approve the reclassification

ATTACHMENTS:

- 1. Job Description
- 2. Justification for Reclassification
- 3. Resolution
- 4. Budgetary Request for Personnel Form

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

Jimmy Duran, City Manager

Status – Date of Status

Approved - 2/28/2025

Approved - 2/28/2025



CITY OF BRAWLEY

5c.1

CLASS TITLE: Staff Assistant

DEFINITION: Under the direction of the Assistant to the City Manager or his/her designee, performs a variety of clerical and secretarial duties to relieve the supervisor of administrative and clerical detail; coordinates the flow of communications, correspondence, and information in support of assigned functions activities. Serve as Deputy City Clerk in the absence of the City Clerk.

SUPERVISION RECEIVED AND EXERCISED: Receives direction from the City Manager/Assistant to the City Manager or his/her designee.

EXAMPLES OF ESSENTIAL DUTIES AND RESPONSIBILITIES: Essential functions, as defined under the Americans with Disabilities Act, may include tasks, knowledge, skills, and other characteristics. The following list is not comprehensive; it is intended to provide a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific tasks to address business/organizational needs and changing business/organizational practices:

- Perform the duties of a Deputy City Clerk in the absence of the City Clerk
- Coordinate and attend various meetings as assigned; compile and prepare agenda items and other required information and materials for meetings and other events; take, transcribe, and distribute minutes as directed.
- Assist in preparing and distributing agendas, minutes, and other documents for city council.
- Maintain and update official city records, including ordinances, resolutions, and contracts.
- Provide administrative support to the City Clerk, including scheduling meetings and managing correspondence.
- Coordinate and oversee municipal elections in collaboration with the City Clerk
- Assist in preparing reports, presentations, and other materials for the city council and other governmental bodies.
- Perform various clerical and secretarial duties to relieve the supervisor of administrative and clerical detail; assure smooth and efficient office operations; coordinate communications and information flow to support assigned functions and activities.
- Serve as the secretary to the assigned supervisor; provide communication services; receive screen, and route telephone calls; take, retrieve, and relay messages as needed; schedule and arrange appointments, conferences, meetings, and other events.
- Receive visitors, including administrators, staff, and the public; provide assistance or direct to appropriate staff; respond to inquiries and provide information and assistance related to program or department operations, activities, standards, requirements, timelines, policies, and procedures.
- Compile information and prepare and maintain various records, logs, and reports related to projects, accounts, department functions, issues, financial activity, meetings, and assigned duties; establish and maintain filing systems.

Approved: March 2025

- Compose, independently or from oral instructions, notes, or rough drafts, various materials such as inter-office communications, forms, permits, work orders, memoranda, announcements, bulletins, agenda items, lists, notices, reports, flyers, requisitions, and other materials.
- Research, compile, and verify various data and information; compute statistical information for various reports as necessary; prepare and process various forms, applications, and paperwork; duplicate, assemble, distribute, collect, and verify accuracy and completeness of various documents.
- Process invoices and purchase orders and arrange payments as assigned; collect, process, and account for monies and deposits as required.
- Input various data into an assigned computer system; establish and maintain automated records and files; develop spreadsheets, initiate queries, and generate various computerized lists, forms, documents, and reports as requested; assure input and output data accuracy.
- Receive, sort, and distribute incoming mail, packages, and required materials; contact others to request documents; prepare outgoing mail and materials for distribution.
- Communicate with personnel, administrators, outside agencies, and the public to exchange information and resolve issues or concerns.
- Operate office equipment, including calculator, copier, fax machine, computer, and assigned software.
- Maintain appointment and activity schedules and calendars; reserve facilities for meetings and other events as needed.
- Monitor inventory levels of office and designated supplies; order, receive, and maintain appropriate inventory levels.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES TO:

- Strong knowledge of public records management and municipal government operations.
- Excellent organizational, communication, and interpersonal skills.
- Proficiency in Microsoft Office Suite and other relevant software applications.
- Modern office practices, procedures, and equipment.
- Policies and objectives of assigned programs and activities.
- General terminology, practices, and procedures of assigned office.
- Record-keeping and filing techniques.
- Business letter and report writing, editing, and proofreading.
- Telephone techniques and etiquette.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Principles and practices of data processing.
- Interpersonal skills, such as tact, patience, and courtesy.
- Operation of a computer and assigned software.
- Oral and written communication skills.
- Methods of collecting and organizing data and information.
- Mathematic calculations.
- Ability to coordinate the flow of communications, correspondence, and information.
- Ability to ensure smooth and efficient office operations.
- Ability to answer phones and greet the public courteously.
- Ability to complete work with many interruptions.

- Ability to compile and verify data and prepare reports.
- Ability to maintain a variety of records, logs and files.
- Ability to utilize a computer to input data, maintain automated records and generate computerized reports.
- Ability to establish and maintain cooperative and effective working relationships with others.
- Ability to meet schedules and time lines.
- Ability to work independently with little direction.
- Ability to communicate effectively both orally and in writing.

EDUCATION & EXPERIENCE AND LICENSE: Bachelor's degree with a major in public administration or related field.

Progressively responsible directly related experience may be substituted for the required education at the ratio of two years of experience for one year of education required.

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:

Work is performed in an office environment and may require occasional travel to offsite facilities. Job duties involve sitting, standing, and walking for prolonged or intermittent periods of time, and reaching, bending, and twisting at the waist to perform desk work and operate general office equipment, including a personal computer and keyboard, for prolonged or intermittent periods of time. The operation of a personal computer also requires finger and wrist dexterity and the ability to withstand exposure to vibration, pitch, and glare from the computer. Will be required to speak and participate in internal and public meetings. Additionally, the position requires near vision in reading correspondence and statistical data. Acute hearing is required when providing phone and personal service. Noise level in the work environment is usually low. Employee must be able to safely lift and carry books, files and reports weighing up to 25 pounds. Must be able to lift files and reports from counter tops or file drawers.

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

Disaster Service Workers:

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

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



5c.2

CITY OF BRAWLEY

MEMORANDUM

DATE: January 30, 2025

TO: Jimmy Duran, Interim City Manager

FROM: John Tang, Interim Assistant to the City Manager

RE: Reclass Administrative Office Clerk to Staff Assistant

The City of Brawley has significantly improved its personnel capacity and expanded the range of services available to the community. By potentially reclassifying the current Administrative Office Clerk to a Staff Assistant, the city will still require records personnel to manage and maintain its records effectively.

Over the years, the City's record management system has depended on filing and storing hard copies of important documents in the City Manager's office. As the City grows, digitizing these old records has become essential. Hiring an additional records clerk will help facilitate the transition from hard copies to digital storage.

The responsibilities of a Staff Assistant will include, though are not restricted to:

- The Staff Assistant will assume the responsibilities of the City Clerk and perform the duties of a Deputy City Clerk. This includes managing official city records, preparing agendas and meeting minutes, and ensuring compliance with legal and regulatory requirements.
- Perform a variety of clerical and secretarial duties to relieve the supervisor of administrative and clerical detail; assure smooth and efficient office operations; coordinate the flow of communications and information in support of assigned functions and activities.
- Serve as the secretary to the assigned supervisor; provide communication services; receive, screen and route telephone calls; take, retrieve and relay messages as needed; schedule and arrange appointments, conference, meetings and other events.

5c.2

- Receive visitors, including administrators, staff and the public; provide assistance or direct to appropriate staff; respond to inquiries and provide information and assistance related to program or department operations, activities, standards, requirements, time lines, policies and procedures.
- Provides clerical support to Human Resources such as answering phones, preparing mailings and responding to general Human Resources inquiries.
- Compile information and prepare and maintain a variety of records, logs and reports related to projects, accounts, department functions, issues, financial activity, meetings and assigned duties; establish and maintain filing systems.
- Compose, independently or from oral instructions, note or rough draft, a variety of materials such as inter-office communications, forms, permits, work orders, memoranda, announcements, bulletins, agenda items, lists, notices, reports, flyers, requisitions and other materials.
- Research, compile, and verify a variety of data and information; compute statistical information for various reports as necessary; prepare and process a variety of forms, applications and paperwork; duplicate, assemble, distribute, collect and verify accuracy and completeness of various documents.
- Process invoices and purchase orders and arrange for payments as assigned; collect, process and account for monies and deposits as required.
- Input a variety of data into an assigned computer system; establish and maintain automated records and files; develop spreadsheets, initiate queries and generate various computerized lists, forms, documents and reports as requested; assure accuracy of input and output data.
- Receive sort and distribute incoming mail, packages and materials required; contact others to request documents as needed; prepare outgoing mail and materials for distribution.
- Communicate with personnel, administrators, various outside agencies and the public to exchange information and resolve issues or concerns.
- Operate a variety of office equipment including calculator, copier, fax machine, computer and assigned software.
- Maintain appointment and activity schedules and calendars; reserve facilities for meetings and other events as needed.
- Coordinate and attend a variety of meetings as assigned; compile and prepare agenda items and other required information and materials for meetings and other events; take, transcribe and distribute minutes as directed.
- Monitor inventory levels of office and designated supplies; order, receive and maintain appropriate levels of inventory.

5c.2

- Performs other related duties as assigned.

Considering the additional responsibilities assumed by the Staff Assistants to improve the services and programs offered to the citizens of Brawley, alongside the necessity to uphold a competitive compensation structure and furnish a retention incentive, we respectfully present the ensuing pay scale Range 15.

Current Administrative Office Clerk pay scale Range 15:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$3025.89	\$3159.64	\$3320.16	\$3453.92	\$3606.98

Reclass to Staff Assistant (Range 24)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$4495.72	\$4694.88	\$4907.41	\$5128.85	\$5359.21

RESOLUTION NO. 2025 –

5c.3

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, ADOPTING THE RECLASSIFICATION OF THE
ADMINISTRATIVE OFFICE CLERK TO A STAFF ASSISTANT**

WHEREAS, the City of Brawley has made significant advancements in enhancing its personnel capacity and expanding the range of services available to the community; and

WHEREAS, the potential reclassification of the current Administrative Office Clerk to a Staff Assistant is a commendable step towards improving administrative efficiency and support for various departments; and

WHEREAS, the Staff Assistant will assume the responsibilities of the City Clerk and perform the duties of a Deputy City Clerk, including managing official city records, preparing agendas and minutes for city meetings, and ensuring compliance with legal and regulatory requirements; and

WHEREAS, the reclassification will facilitate the digitization of old records, ensuring that important documents are managed and maintained efficiently and are easily accessible in digital format; and

WHEREAS, this initiative will streamline operations and enhance overall efficiency in the City Manager's office, contributing to the city's goal of improving personnel capacity and expanding services for the community;

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

1. The City Council hereby approves the reclassification of the Administrative Office Clerk to a Staff Assistant.
2. The Staff Assistant shall assume the responsibilities of the City Clerk and perform the duties of a Deputy City Clerk.
3. The City Manager is authorized and directed to take all necessary actions to implement this reclassification, including updating job descriptions and ensuring appropriate training and support for the Staff Assistant.

5c.3

CITY OF BRAWLEY, CALIFORNIA

Gil Rebolgar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 4th day of March, 2025, and that it was so adopted by the vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, City Clerk



BUDGETARY REQUEST FOR PERONNEL FORM

Department and Position Information

City Department: Personnel and Risk Manager (Human Resources)

Position Requested: Administrative Office Clerk - Reclassification – Staff Assistant

Full-time or Part-time New Position or Existing position to be changed
 Change in hours worked request (increase or decrease)

Desired Pay (indicate Range and Step): Range 24, Step 1-5 ranging from \$4495.72 to 5359.21 per month.

Recommended Funding Source (Fund and/or Account Number): 101-111.500-700.100

Description of Request

If approved, this request shall assist the department in the following manner: _____

See Attached

Internal Review and Approval

Position is: _____ Approved _____ Disapproved

Department Head Signature

Date

Finance Department Signature

Date

City Manager's Signature

Date

City Council Approval

Date

City of Brawley

City Council

March 04, 2025

Agenda Item No 5d



STAFF REPORT

To: City Council
From: John Tang, Interim Assistant City Manager
Prepared by: Rachel Fonseca, Parks and Recreation Manager
Subject: **Approve Resolution 2025- to reallocate grant funds from the Major League Baseball Youth Development Foundation (MLBYDF) and authorize the Interim City Manager to execute the letter**

RECOMMENDATION:

Approve Resolution 2025- to reallocate grant funds from the Major League Baseball Youth Development Foundation (MLBYDF) and authorize the Interim City Manager to execute the letter

BACKGROUND INFORMATION:

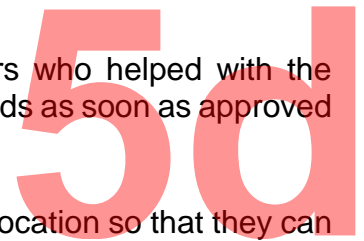
The Parks and Recreation Department was awarded a grant through the Major League Baseball Youth Development Foundation (MLBYDF) to build a small T-Ball field within the open space at Pat Williams Park. The City Council accepted the \$33,310 grant on December 20, 2022. The City of Brawley staff along with community members were to build the field using the MLBYDF grant and Development Impact Fees.

At the time of the award, various projects were getting ready to take place within the department and a sudden change in staff (in an ancillary department) contributed to the project's delay. In response to this delay, parks and recreation staff requested an extension on the grant from the MLBYDF. The MLBYDF was gracious enough to provide the department with a one-year extension, and the new deadline became December 31, 2024.

Parks and Recreation staff contacted the community members and gathered updated estimates to start the project. One such portion of the project was to be funded by an outside agency. After multiple attempts at the individual with no response, staff continued to move forward and obtained an estimate for the portion of the work that the outside agency would have funded. The cost for the portion of the work would require another \$100,000 infusion by the city along with any unanticipated costs. This discovery made the T-Ball field unfeasible due to Development Impact Fees funding restrictions.

In response, parks and recreation staff contacted the MLBYDF to notify them of the newfound issue and requested permission to reallocate the grant funding to clay the following infields: Hinojosa and Gonzalez. The MLBYDF graciously accepted the request and sent a letter for the City Managers' signatures. The letter indicated a new deadline of July 31, 2025.

Parks and Recreation staff have already spoken to the community members who helped with the Meserve Park Rehabilitation Project, and they are on board to expend these funds as soon as approved by the City Council.



Parks and Recreation staff is requesting that the City Council approve the reallocation so that they can begin playing the infields and meet the July 31, 2025, deadline.

FISCAL IMPACT:

There is no fiscal impact noted, only the reallocation of the existing MLBYDF grant funds.

ALTERNATIVES:

No alternative is recommended since these fields are in dire need of new clay, and the community is excited and ready to help clay the fields. The addition of new clay will allow for more use.

ATTACHMENTS:

- 1. MLBYDF Letter
- 2. MLBYDF Resolution

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

Staff, Title or Consultant, Agency

William Smerdon, City Attorney, ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Jimmy Duran, City Manager

Silvia Luna, Finance Director

Status – Date of Status

Approved - 2/28/2025

Approved - 2/28/2025



5d.1

February 10, 2025

Jimmy Duran
Interim City Manager
City of Brawley
383 Main Street
Brawley, CA 92227

Mr. Duran:

Reference is hereby made to that certain Letter Agreement, dated as of November 10, 2022, by and between MLB-MLBPA Youth Development Foundation ("MLBYDF") and the City of Brawley (the "Letter Agreement"), providing for a grant from MLBYDF to the City of Brawley in the amount of \$33,310 to purchase a backstop, dugouts, bases, a home plate, anchors, a pitcher's mound, sod and clay for the construction of a baseball field at 460 W. River Road in Brawley, California to support the Boys & Girls Club of Imperial Valley T-Ball Program, subject in each case to the restrictions set forth in the Letter Agreement (the "Grant" or "Grant Funds"). Reference is hereby also made to that certain letter agreement, dated October 24, 2023, by and between MLBYDF and the City of Brawley, pursuant to which the grant report dates set forth in Attachment 1 to the Letter Agreement were extended (the "Extension Letter" and, together with the Letter Agreement, the "Grant Agreement").

Per the terms of the Grant Agreement, the Approved Project (as defined in the Grant Agreement) was to be completed on or before November 30, 2024 and a final report and accounting of funds expended in connection with the Grant (the "Final Report") was due on December 31, 2024. The terms of the Grant Agreement provide that if the Approved Project is not completed by November 30, 2024, any unexpended Grant Funds will be returned to MLBYDF.

Thank you for your email dated December 22, 2024, pursuant to which (i) we were advised by you that (a) the Approved Project was not completed in time, and will not be able to be completed in the future, due to certain funding related to the electrical costs of the Approved Project no longer being available, and (b) as a result, the entire \$33,310 in Grant Funds remains unexpended (the "Unexpended Grant Funds") and (ii) you requested to instead utilize the Unexpended Grant Funds for the purpose of purchasing new clay for the existing Hinojosa Field and Gonzalez Field in the City of Brawley to support the Boys & Girls Club of Imperial Valley T-Ball Program (the "Amended Approved Project") in lieu of the construction of a new field, as was contemplated by the Approved Project.

Rather than require the immediate return to MLBYDF of the Unexpended Grant Funds, MLBYDF has agreed to honor your request and hereby agrees that the City of Brawley may instead use Unexpended Grant Funds only for the Amended Approved Project (the "Reallocated Grant Funds").

To effect the foregoing, the Grant Agreement is hereby amended to (i) update the Grant Period to extend through June 30, 2025 and (ii) require the City of Brawley to submit (a) an interim report by no later than April 30, 2025 and (b) an updated final report by no later than July 31, 2025, each in accordance with the terms of the




5d.1

Grant Agreement. For the avoidance of doubt, the Reallocated Grant Funds shall be deemed to be a part of the Grant Funds for purposes of the Grant Agreement, the Grant Agreement shall apply to the use of the Reallocated Grant Funds in all respects and the Grant Agreement, except as modified by this letter, shall remain in full force and effect and remain unchanged and is hereby reaffirmed by the parties.

In the event that there are any further delays, please provide MLBYDF with written notice thereof at least 30 days prior to the end of the current project deadline.

Sincerely,


Tony Reagins (Feb 10, 2025 12:20 EST)
Tony Reagins, MLB
Co-President

Leonor Colon
Leonor Colon, MLBPA
Co-President

Accepted and Agreed:

City of Brawley

By: _____

Name: Jimmy Duran
Title: Interim City Manager
Date:

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY CALIFORNIA MODIFYING PURPOSE OF MLB-MLBPA YOUTH DEVELOPMENT FOUNDATION GRANT

WHEREAS, by Resolution 2022-55 the Council accepted a grant from the MLB-MLBPA Youth Development Foundation for the purpose of constructing a T-Ball field to be located at 460 W. River Road in the City of Brawley; and

WHEREAS, to due unforeseen circumstances, it was not possible to construct the planned T-Ball field; and

WHEREAS, the MLB-MLBPA Youth Development Foundation has agreed to allow the City to use the grant funds to purchase new clay for the existing Hinojosa Field, and Gonzalez Field in the City of Brawley; and

WHEREAS, the proposed new use of the grant funds will support the Boys & Girls Club of Imperial Valley’s T-Ball Program;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

That the proposed modification of the purpose of the MLB-MLBPA Youth Development Foundation Grant is approved.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on March 4, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebolgar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

I, Ana Gutierrez, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 4th day of March 2025, and that it was so adopted by the following roll call vote:

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

DATED: _____

Ana Gutierrez, City Clerk

City of Brawley

City Council
March 04, 2025
Agenda Item No 5e



STAFF REPORT

To: City Council
From: Jimmy Duran, Interim City Manager
Prepared by: John Tang, Interim Assistant to the City Manager
Subject: **Personnel Policy 153-60, Personnel Policy 153-61, and Personnel 153-62**

RECOMMENDATION:

Approve by resolution to adopt the proposed educational, bilingual, and Administrative Leave policies for eligible personnel to support employee development, enhance retention, and improve service delivery. Personnel Policy 153-60, Personnel Policy 153-61, and Personnel Policy 153-62.

BACKGROUND INFORMATION:

The City of Brawley is committed to recruiting and retaining a highly skilled and diverse workforce to enhance service delivery and operational effectiveness. As part of this commitment, the City recognizes the value of employees who acquire additional skills and qualifications that contribute to improved public service. To support and reward these contributions, the City proposes the implementation of educational and bilingual incentives for full-time, unrepresented employees.

Providing incentives for continued education allows employees to develop advanced skills and knowledge, resulting in greater efficiency, higher service quality, and increased productivity. A well-trained workforce enhances the City's ability to meet evolving operational and community needs while fostering professional growth and long-term employee engagement.

Additionally, bilingual proficiency is essential to improving communication and service accessibility for Brawley's diverse population. By incentivizing bilingual skills, the City can enhance community interactions, streamline public engagement, and ensure more inclusive service delivery.

The City also acknowledges the additional time and effort required of management supervisors and department heads, who often work beyond standard hours, including evenings and weekends, to fulfill their responsibilities. Since these employees are not eligible for overtime compensation, providing paid Administrative Leave serves as recognition for their dedication while supporting work-life balance.

These initiatives will play a critical role in strengthening the City's recruitment and retention efforts. In a competitive job market, top-tier candidates are increasingly seeking employers who invest in professional development, skill enhancement, and a supportive work environment. By implementing these incentives, the City of Brawley can attract and retain highly qualified employees, reduce turnover costs, and maintain a high standard of public service for the community.

FISCAL IMPACT:

Based on a recent employee census and analysis, it is estimated that 32 unrepresented employees may be eligible for Bilingual pay, while 12 unrepresented employees qualify for Education pay.

According to the FY24-25 salary schedules, the fiscal impact of implementing the Education and Bilingual incentive pay for the remainder of FY24-25 (February through June) is estimated at approximately \$38,000.

The Incentive pay will be offered to any City unrepresented employee under the General Fund and/or Enterprise Fund. The estimated fiscal impact of \$38,000 will be covered through the unrestricted reserves of each respective fund.

ALTERNATIVES:

The council may choose not to adopt the recommended policies.

ATTACHMENTS:

1. Policy 153-61 Bilingual Incentive
2. Policy 153-62 Admin Leave
3. Policy 153-60 Education Incentive
4. Resolution

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
Jimmy Duran, City Manager

Status – Date of Status

Approved - 2/28/2025
Approved - 2/28/2025



5e.1

City of Brawley

Personnel Policy

Subject City of Brawley Bilingual Incentives Policy

Policy Number 153-61

The City of Brawley recognizes the value of employees with additional skills and qualifications that enhance service delivery and operational effectiveness. To support and reward these contributions, this policy outlines the criteria and procedures for bilingual incentives for full-time unrepresented employees.

This policy applies to all full-time unrepresented employees of the City of Brawley. Contract employees are not eligible for these incentives.

Bilingual Incentive

Eligibility Criteria:

1. Employees must demonstrate proficiency in Spanish and use their bilingual skills to assist the public or employees in their official duties.
2. Eligibility will be determined through an oral assessment exam to verify language proficiency.

Incentive Amount:

- Qualified employees will receive a 2.5% increase in their base pay.

Assessment Process:

1. Employees who believe they qualify must submit a written request to their supervisor or Human Resources.
2. A formal assessment will determine proficiency in speaking Spanish as needed for the role.
3. Human Resources will notify the employee of the results within ten (10) business days of the assessment.

5e.1

General Provisions

1. Employees may qualify for the incentive if they meet the requirement.
2. Contract employees are not eligible for this incentive.
3. Incentives will be reviewed periodically to ensure compliance with policy requirements.

Human Resources will maintain all incentive eligibility and approvals records.

Effective Date:

This policy is effective upon council approval and will remain in effect until amended or revoked.



5e.2

City of Brawley Personnel Policy

Subject: Administrative Leave

Policy Number: 153-62

Administrative Leave (admin leave) acknowledges the additional time management, supervisors and department heads devote to fulfilling their responsibilities, including work performed during evenings, weekends, and other non-standard hours. Employees in these roles who are not eligible for overtime pay may receive paid time off in the form of Administrative Leave as compensation for their extra efforts.

Scope

Unrepresented employees who receive a fixed salary each pay period and are exempt from all Fair Labor Standards Act (FLSA) overtime provisions are eligible for Administrative Leave.

Process

Effective upon approval of this policy by the Brawley City Council, the following classifications will receive the designated hours of Administrative Leave per fiscal year:

<u>Classification</u>	<u>Current Admin Leave Hours</u>	<u>New Admin Leave Hours</u>
City Manager	24 hours	80 hours
Directors/Fire & Police Chief/Administrator	24 hours	80 hours
Assistant Directors/Fire & Police Chief	16 hours	72 hours
Managers and other Salaried Supervisors	16 hours	64 hours

Effective immediately upon approval of this policy, administrative leave will no longer be carried over from one fiscal year to the next. Employees must use administrative leave within the fiscal year in which it is earned.

Employees with an administrative leave balance as of the effective date of this policy will retain their existing balance, which will be grandfathered and exempt from the new carryover restriction.

For fiscal year 2024/2025, any additional leave hours will be prorated.

In 1981, a resolution granting administrative leave was incorrectly applied to hourly employees in a single department. This policy corrects that error by allowing affected employees to retain previously granted hours. However, no additional administrative leave will be granted to hourly employees moving forward.



5e.3

City of Brawley

Personnel Policy

Subject City of Brawley Educational Incentives Policy

Policy Number 153-60

The City of Brawley recognizes the value of employees with additional skills and qualifications that enhance service delivery and operational effectiveness. To support and reward these contributions, this policy outlines the criteria and procedures for educational incentives for full-time unrepresented employees.

This policy applies to all full-time unrepresented employees of the City of Brawley. Contract employees are not eligible for these incentives.

Educational Incentive

Eligibility Criteria:

1. Employees must possess an educational degree that exceeds the minimum qualifications stated in their job description.
2. The degree must be a Bachelor's or higher from an accredited college or university recognized and approved by the U.S. Department of Education.

Incentive Amount:

- Qualified employees will receive a 2.5% increase in their base pay.
- The educational incentive is capped at 2.5%, even if an employee holds multiple qualifying degrees.

5e.3

Verification Process:

1. Employees must provide official transcripts or documentation of their educational attainment to Human Resources.
2. Human Resources will review the submission and confirm whether the education exceeds the employee's current position requirements.
3. Approved incentives will be applied to the employee's base pay within the next full pay cycle of receiving official transcripts and will not be back-dated.

General Provisions

1. It is the employee's responsibility to submit Education Incentive pay requests in writing to the City of Brawley Human Resources department during the hiring process or upon receiving and obtaining proof of a qualifying degree.
2. Employees may qualify for the incentive if they meet the requirement.
3. Contract employees are not eligible for this incentive.
4. Incentives will be reviewed periodically to ensure compliance with policy requirements.

Human Resources will maintain all incentive eligibility and approvals records.

Effective Date:

This policy is effective upon council approval and will remain in effect until amended or revoked.

RESOLUTION NO. 2025 –

5e.4

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA ADOPTING THREE EMPLOYMENT POLICIES**

WHEREAS, the City’s Council believes that it is in the best interest of the City to offer benefits to its employees designed to retain and recruit quality employees; and

WHEREAS, the attached policies will provide low cost benefits to the City’s employees designed to improve employee retention and recruitment.; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That Personnel Policy Number 153-60 – City of Brawley Educational Incentives Policy is hereby adopted; and
2. That Personnel Policy Number 153-61 – City of Brawley Bilingual Incentive Policy is hereby adopted; and
3. That Personnel Policy Number 153-62 – City of Brawley Administrative Leave Policy is hereby adopted.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on February 18, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebolgar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 18th day of February, 2025, and that it was so adopted by the vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, City Clerk

City of Brawley

City Council
March 04, 2025
Agenda Item No 5f



STAFF REPORT

To: City Council
From: John Tang, Police Commander
Prepared by: John Tang, Police Commander
Subject: **Approve an Additional Services Agreement to purchase five Flock Safety License Plate Recognition (ALPR) cameras with 12-month software support; renew software support for 22 cameras for an additional 12 months**

RECOMMENDATION:

Approve an Additional Services Agreement to purchase five Flock Safety License Plate Recognition (ALPR) cameras, including 12 months of software support; renew the software support for 16 existing ALPR cameras for an additional 12 months; renew the software support for six existing ALPR cameras for an additional 12 months and the City Manager will be authorized to execute the Agreement on behalf of the Brawley Police Department.

BACKGROUND INFORMATION:

In December 2019, the Brawley Police Department strategically deployed Automatic License Plate Recognition (ALPR) cameras throughout the city limits. Since their installation, the department has funded software services through various federal funding sources. The cameras are now due for renewal.

The renewal costs are as follows: the first set of six cameras will cost \$20,500, the second set of eight cameras will cost \$24,000, and the final set of eight cameras will cost \$20,000. This Services Agreement is for an additional 12 months of service on all 22 Cameras.

Staff requests authorization to renew the Services Agreement for the existing cameras for an additional 12 months. Additionally, they seek approval to purchase five more ALPR cameras under a new 12-month Agreement for \$16,850.00. Operation Stonegarden will fully fund This request for the fiscal years 2022-2025.

FISCAL IMPACT:

The total cost of the four (4) Flock safety multi-year agreements is \$ 166,350. If approved, the overall cost per fiscal year would be distributed as follows:

Year 1 - FY24-25 (Current Year) - funding will be provided by the Stonegarden grant.

5 Additional New Cameras -	\$16,850.00 (12-month term)
8 Camera renewals-	\$24,000.00 (24-month term)
8 Camera renewals-	\$20,000.00 (24-month term)

6 Camera renewals- \$20,500.00 (36-month term)
Total FY24-25 \$81,350.00 (Initial year)

Year 2- Funding for the requested renewals for the second year will be paid potentially through the City's general fund if no grant funding is secured:

8 Camera renewals- \$24,000.00 (second term)
8 Camera renewals- \$20,000.00 (second term)
6 Camera renewals- \$20,500.00 (second term)
Total FY25-26 \$ 64,500.00 (second year)

Year 3 -Funding for the requested renewal for the third year will be paid potentially through the City's general fund, if no grant funding is secured:

6 Camera renewals- \$20,500.00 (third term)
Total- FY26-27 \$20,500.00 (third year)

ALTERNATIVES:

Council may choose not to approve

ATTACHMENTS:

- 1. Service Agreement for 5 New Cameras
- 2. Service Agreement for 8 Renewal Cameras
- 3. Service Agreement for 8 Renewal Cameras
- 4. Service Agreement for 8 Renewal Cameras
- 5. Proposed Resolution

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Jimmy Duran, City Manager
Silvia Luna, Finance Director

Status – Date of Status
Approved - 2/28/2025
Approved - 2/28/2025

5f.1

Flock Safety + CA - Brawley PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617

flock safety

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$16,850.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$16,850.00

*Tax not included

5f.1

5f.1

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Signed by:
Mark Smith
AC5C931454C24F3
By: _____
Name: Mark Smith
Title: General Counsel
Date: 11/14/2024

Customer: CA - Brawley PD

Signed by:
John Tang
C1CD1CE4A0B1496
By: _____
Name: John Tang
Title: _____
Date: 11/13/2024
PO Number: _____

5f.2

Flock Safety + CA - Brawley PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landerson@flocksafety.com
4047774113

flock safety

Year 1	
At Contract Signing	\$20,000.00
Annual Recurring after Year 1	\$20,000.00
Contract Total	\$40,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$8,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

5f.2

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

5f.2

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Brawley PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

5f.3

Flock Safety + CA - Brawley PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Libby Landers
libby.landiers@flocksafety.com
4047774113

flock safety

At Contract Signing	\$24,000.00
Annual Recurring after Year 1	\$24,000.00
Contract Total	\$48,000.00

*Tax not included

5f.3

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

5f.3

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Brawley PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

5f.4

Flock Safety + CA - Brawley PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landerson@flocksafety.com
4047774113

flock safety

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$20,500.00
Annual Recurring after Year 1	\$20,500.00
Contract Total	\$61,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$3,000.00
Flock Safety Professional Services	\$0.00

5f.4

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

5f.4

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Brawley PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY,
CALIFORNIA, APPROVING THE FLOCK CAMERA SERVICE AGREEMENT**

WHEREAS, the City of Brawley recognizes the importance of enhancing public safety and security through the use of advanced technology; and

WHEREAS, the Flock Safety Automated License Plate Reader (ALPR) cameras have proven to be an effective tool in aiding law enforcement efforts and improving community safety; and

WHEREAS, the City of Brawley has reviewed the Flock Safety service agreements, which include the renewal of existing contracts and the addition of five new cameras for a total contract amount of \$81,350.00 for the first year; and

WHEREAS, the City of Brawley has reviewed the Flock Safety service agreements, which include the renewal of existing contracts amounting to \$79,500 for the second year; and

WHEREAS, the City of Brawley has reviewed the Flock Safety service agreements, which include the renewal of existing contracts amounting to \$20,500 for the third year; and

WHEREAS, the funding for the first year of the service agreement will be provided by the Operations Stonegarden (OPSG) grant, with future funding to be secured through the General Fund or other available sources; and

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

1. The City Council hereby approves the Flock Safety service agreement, including the renewal of existing contracts and the addition of five new cameras, for a total contract amount of \$81,350 for the first year.
2. The City Manager is authorized to execute the service agreement on behalf of the City of Brawley.
3. The City Council directs the Finance Department to allocate the necessary funds from the Operations Stonegarden (OPSG) grant for the first year and to secure future funding through the General Fund and other available sources.
4. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Brawley City Council held on March 4, 2025.

CITY OF BRAWLEY, CALIFORNIA

Gil Rebolgar, Mayor

5f.5

ATTEST:

Ana Gutierrez, City Clerk

I, ANA GUTIERREZ, City Clerk of the City of Brawley, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2025- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 4th day of March, 2025, and that it was so adopted by the vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

DATED: _____

Ana Gutierrez, City Clerk

City of Brawley

City Council
March 04, 2025
Agenda Item No 5g



STAFF REPORT

To: City Council
From: Denise Garcia, Special Projects Manager
Prepared by: Denise Garcia, Special Projects Manager
Subject: **Resolution of the City Council of the City of Brawley Approving the Application for the Outdoor Recreation Legacy Partnership (ORLP) Program Grant Funds through National Park Services (NPS)**

RECOMMENDATION:

Approve Resolution No. 2025- ____ Resolution of the City Council of the City of Brawley Approving the Application for the Outdoor Recreation Legacy Partnership (ORLP) Program through the National Park Services (NPS).

BACKGROUND INFORMATION:

The Outdoor Recreation Legacy Partnership (ORLP) program is a nationally competitive program targeting grant assistance to help economically disadvantaged urban communities with no, or almost no, access to publicly available, close-by, outdoor recreation. Funds can be used for the acquisition and/or development of, or to substantially renovate obsolete, public parks and other outdoor recreation spaces.

On December 11, 2024, the Office of the Interior National Parks Service opened its application process with a closing date of March 11, 2025. City staff attended a webinar covering eligibility and qualification requirements.

The first step consisted of staff identifying the project site, which would be determined by various eligibility requirements. 1.) Parks projects must create a new park, expand an existing park, or to substantially renovate an existing park; 2.) Minimum grant request of \$300,000 and maximum request of \$15,000,000. 3.) Park must be located in a disadvantaged community with a population over 25,000; 4.) City must cashflow 100% of the funds (money already secured) for the total project cost. ORLP can reimburse up to 50%; After reviewing three City parks and eligibility requirements, it was determined, that Meserve Park met the requirements and would be a suitable site for the competitive parks grant.

The competitive applications must include inclusive and authentic community engagement with an emphasis on community-based planning. Specifically, the application requires a diversity of engagement methods, and a list of proposed park features that were identified and prioritized by residents.

Shortly after selecting the site, the City solicited feedback from residents on recreation features and amenities through in person meetings, presentations and school site visits, onsite voting, and a design activity. Through these engagement and outreach activities, residents shared their preferences for the following additions and upgrades: a walking and exercise trail, new playground equipment specifically for younger children that includes accessible features and shade covers, addition of sod, irrigation and landscaping, enclosed dugouts, enclosed batting cage/warm up area, stadium lighting, shaded barbeque and picnic areas, benches, pickleball courts, cornhole, community garden, tennis courts,

splashpad, snack bar, and basketball courts. City staff will need to create a site plan reflecting the residents' preferences and priorities for the most requested eligible recreation activities that fit within the park's existing footprint, budget, and meet the grant goals of creating at least four new recreational features that will expand access to the park for new visitors. The site plan is required to be submitted with the application.

In addition to the above steps, a Resolution is required to formally approve the application for submission to the State. The same Resolution certifies that the City has sufficient funds to complete the project, to operate and maintain the project, and that the City has reviewed and understands the provisions in the contract of the Grant Administration Guide. This is a highly competitive national grant with two rounds of state and national competition and submitting an application does not guarantee an awarding of grant monies.

With the assistance of the Institute of Local Government (ILG) through their BOOST technical assistance program, City staff is preparing the application with all of the requested data and attachments to submit by March 11, 2025. After submission, the application will go into review at the State level. If selected, the application will be advanced to the National level June 1, 2025, with the anticipated selection date September 2025. If selected at the national level, the City will need to complete the Post Selection Federal Requirements before NPS will issue a funding agreement. The approval and funding agreement would be issued within 30-90 days of that selection notification. NPS estimates the term of the funding agreement will be from 2026-2032. The entire project must be completed five years from the start date of the funding agreement.

FISCAL IMPACT:

At the time of application submittal for Fiscal Year 24/25, the City must identify and designate funding sources that will cover 100% of the project cost.

The City proposed to earmark the following funding sources for the estimated \$1,000,000 project cost:

Parks DIF Fund (Fund 459) – \$200,000

General Fund Reserves (Unassigned Reserves) – \$300,000

ORLP Grant – \$500,000

The ORLP grant requires a 50% City match, with the remaining 50% reimbursed upon project completion. This means the City must cash-flow the full \$1,000,000 project cost upfront before receiving grant reimbursement.

ALTERNATIVES:

City Council may elect to increase or decrease the project amount requested, requiring staff to amend the project scope accordingly.

ATTACHMENTS:

1. 2025- Resolution

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

Jimmy Duran, City Manager

Status – Date of Status

Approved - 2/28/2025

Approved - 2/28/2025

5g

59-1

**RESOLUTION 2025-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA
APPROVING THE APPLICATION FOR GRANT FUNDING UNDER THE OUTDOOR
RECREATION LEGACY PARTNERSHIP (ORLP) GRANT PROGRAM AS
ADMINISTERED BY THE FEDERAL NATIONAL PARK SERVICES (NPS).**

WHEREAS, the ORLP program was established in 2014 and is funded through the Land and Water Conservation Fund; and

WHEREAS, the National Park Services is responsible for the administration of this grant program; and

WHEREAS, the California Department of Parks and Recreation's Office of Grants and Local Services competitively reviews the application first and then forwards selected applications to NPS to compete in the nationwide competition; and

WHEREAS, the ORLP is a reimbursement only program and requires the applicant to cash-flow 100% of the total project costs, with the understanding that ORLP can reimburse up to 50% of the total project cost; and

WHEREAS, the City of Brawley is authorized to apply for and accept the Outdoor Recreation Legacy Partnership Program, if awarded, and authority to execute all related documents;

WHEREAS, the City of Brawley approves the filing of an application for the Outdoor Recreation Legacy Partnership grant program for funding year 2026-2032, to be submitted no later than March 11, 2025.

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

APPROVES THE FILING OF AN APPLICATION FOR THE MESERVE PARK RENOVATION AND;

1. Certifies that Lead Applicant will have sufficient reimbursable cashflow sources equal the ORLP grant request amount, to execute project that is outlined in the grant application, until an ORLP reimbursement is processed; and
2. Certifies that Lead Applicant will have sufficient "committed" funds for match that is equal at least 50% of the total project cost; and
3. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests that may be necessary for competition of the aforementioned strategies and projects.
4. The City Clerk shall certify to the adoption of this resolution, which shall take effect immediately upon adoption.

5g.1

APPROVED, PASSED AND ADOPTED this 4th day of March 2025, by the following vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

CITY OF BRAWLEY, CALIFORNIA

Gil Rebollar, Mayor

ATTEST:

Ana Gutierrez, City Clerk

City of Brawley

City Council
March 04, 2025
Agenda Item No 6a



STAFF REPORT

To: City Council
From: Shirley Bonillas, Human Resources Administrator
Prepared by: Shirley Bonillas, Human Resources Administrator
Subject: **Monthly Staffing Report for March 2025**

RECOMMENDATION:

Informational item of City's recruitment efforts

BACKGROUND INFORMATION:

AB 2561 which went into effect 1/1/2025 mandates full disclosure of all open positions and the recruitment process/struggles of filling those positions.

FISCAL IMPACT:

In May 2025, prior to the adoption of the budget, a public hearing is to be held to fully discuss with the governing body the successes and challenges of filling open positions

ALTERNATIVES:

None

ATTACHMENTS:

1.

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

Staff, Title or Consultant, Agency

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Jimmy Duran, City Manager
Silvia Luna, Finance Director

Status – Date of Status
Approved - 2/28/2025
Approved - 2/28/2025



Fiscal Year 2024 - 2025

6a.1

Monthly Staffing Report for March 1, 2025

Updated: 2/19/2025

Full-time Regular EE Groups	Authorized Positions	Filled Positions	Vacant Positions	Notes
Building & Community Develop.	5	5	0	
Finance	9	9	0	
Fire	24	24	0	
Human Resources	2	2	0	
Information Technology	2	2	0	
Library	4	3	1	Literacy Clerk - in backgrounds
Parks & Recreation	12	12	0	
Planning	2	1	1	Planning Technician recruitment closes 2/21/2025
Police	55	50	5	(1) COPS Grant Police Officer, (4) General Fund Police Officers
Public Works	36	32	4	Utility Leadman; Utility Worker I in backgrounds; Environmental Compliance Officer, Senior Civil Engineer
City Clerk	1	1	0	City Clerk is an elected position
Records Administration	2	1	1	Asst to City Manager interviews 2/24/2025
Council Members	5	5	0	
City Manager	2	2	0	
Total	161	149	12	

Groups	Limited Term Positions	Temp & Part time Positions	Temp Agency Positions	
Planning/CDS	0	0	0	
Library	0	4	0	
Parks & Recreation	0	14	0	2 Parks Maint temps, 2 Cattle Call temps, 5 PR Cashiers, 2 PT Sr Center Coord., 3 rovers
Personnel	0	0	0	
Public Works	0	3	0	Assisting WTP

Prepared by: Shirley Bonillas, Human Resources Administrator

6a.1