



City Council

Ida Obeso-Martinez - Mayor
Stacy Mendoza - Mayor Pro-Tem
Katherine Burnworth - Council Member
Robert Amparano - Council Member
James Tucker- Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial , CA 92251

August 19, 2026
Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial. By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting. Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: If you wish to address the City Council concerning any item within the City Council’s jurisdiction, please raise your hand and be acknowledged by the mayor. At that time, state your name and address for the record. The mayor reserves the right to place a time limit of three (3) minutes on each person’s presentation.

A. PRESENTATIONS:

A.1. Eagle Scout Project Proposal.

A.2. Friends of Imperial Parks Check Presentation.

B. CONSENT AGENDA: All items appearing under the “Consent Agenda” will be acted upon by the City Council with one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the mayor.

B.1. Approval of Warrants Report.

B.2. Authorization to destroy oaths, department employees list, and personnel files (not including medical files) from January 1, 2017 - December 31, 2018, in compliance with the City's current Records Retention Schedule section HR-017.

B.3. Approval of Community Facilities District (CFD) Partial Disbursement of Funds for Request No. 1-2018 from Monterrey CFD 2006-1.

B.4. Approve Letter of Support of Imperial County Transportation Commission FY2026 Low or No-Emission Grant Program

B.5. Authorize the Notice of Completion and release of retention for the Manhole and Lift Station Rehabilitation Project Bid No. 2025-01.

C. ACTION ITEMS (DISCUSSION/ACTION):

C.1. Designation of a voting delegate and up to two (2) alternates for the League of CA Cities Annual Conference and General Assembly, September 23-25, 2026.

Presenter: Dennis H. Morita, City Manager

Recommended Action: Appoint a voting delegate and two (2) alternates for the League of CA Cities Annual Conference and General Assembly.

- C.2.** Authorization to utilize an existing septic system for a proposed single-family residence at 591 Brewer Road (APN 064-300-021).

Presenter: Othon Mora, Community Development Director

Recommended Action: Review, receive public testimony, and determine whether to authorize the continued use of the existing septic wastewater disposal system at 591 Brewer Road pursuant to Chapter 18, Article II, Section 18-7 of the Imperial City Code.

If the City Council approves the continued use of the existing septic wastewater disposal system, Staff further recommends that the City Council authorize the execution of an agreement requiring the property to connect to the City sewer system when a connection to the City sewerage system becomes available within 100 lineal feet of the property, consistent with Section 18-7 of the Imperial City Code, and to discontinue use of the existing septic wastewater disposal system upon such connection.

- C.3.** Adopt Resolution No. 2026-60, ACCEPTING AN AWARD OF FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) PROP 64 GRANT PROGRAM FOR THE IMPERIAL POLICE DEPARTMENT AND AUTHORIZING THE ADMINISTRATION AND EXPENSES OF THE GRANT.

Presenter: Aaron Reel, Police Chief

Recommended Action: Accept the BSCC Proposition 64 Public Health and Safety Grant Program award in the amount of \$792,781.00; and authorize the City Manager, Police Chief, or their designee to execute all grant-related documents necessary to administer the grant; and authorize the Finance Department to establish the necessary revenue and expenditure accounts and appropriate grant funds in accordance with the approved grant agreement and program requirements.

D. REPORTS:

- Department Reports
- City Manager Report
- Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on September 2, 2026.

Thomas Valencia's Eagle Scout Project Proposal

Flag Retirement Box

1. Project Description

For my Eagle Scout service project, I will design, build, and install a secure **metal American Flag Retirement Collection Box** at the Veterans Memorial Hall in Imperial, California. The box will provide a permanent location where members of the community can respectfully deposit worn or damaged United States flags for proper retirement.

The project will include:

- Designing the metal retirement box
- Purchasing or obtaining donated materials
- Organizing volunteers
- Fabricating and assembling the retirement box
- Preparing the installation site
- Installing and securing the box
- Coordinating with the City of Imperial and Veterans Memorial Hall

Project Timeline

Planning & Approval: August-September

Material Collection: September-October

Construction & Installation: October-November

Project Completion: by December 1

2. Project Benefit

The beneficiary of this project is the Veterans Memorial Hall and the City of Imperial.

Currently, there is no permanent public location where residents can respectfully dispose of worn American flags. This project will provide the community with a designated collection site while promoting proper flag disposal and respect for the American flag.

The completed project will:

- Provide a permanent, secure flag collection box.
- Encourage respectful retirement of American flags.
- Support veterans and patriotic organizations.
- Provide a convenient location for community members to donate worn flags.
- Promote patriotism and civic responsibility within the community.

This project will continue serving the community long after construction is complete.

3. Leadership Plan

This project will require planning and coordination with approximately 10–15 volunteers.

Volunteers

- Scout troop members
- Parents and family members
- Friends
- Community volunteers
- Veterans Memorial Hall representatives
- City officials (as needed)

Volunteer Tasks

Assembly Team

- Prepare and assemble metal components
- Install hardware
- Clean and finish the box

Installation Team

- Prepare the installation site
- Set anchors or posts as required
- Pour concrete (if needed)
- Secure the retirement box in place
- Clean the work area

Leadership Challenges

Possible challenges include:

- Coordinating volunteer schedules
- Assigning tasks based on experience
- Ensuring safe handling of metal materials and tools
- Completing the project on schedule
- Communicating with the beneficiary

To overcome these challenges, I will hold a volunteer briefing, assign responsibilities before work begins, monitor safety throughout the project, and maintain regular communication with the beneficiary.

4. Materials and Supplies

Possible materials include:

- Sheet steel or steel plate
- Steel tubing or angle iron
- Hinges
- Locking mechanism
- Anchor bolts
- Concrete (if required)
- Exterior primer and paint or powder coating
- Vinyl lettering or metal signage
- Fasteners and hardware

Many materials may be donated by local businesses or community members.

5. Tools and Equipment

The following tools may be used:

- Tape measure
- Carpenter's square
- Drill and drill bits
- Socket and wrench set
- Angle grinder (if needed)
- Welding equipment (if required)
- Shovels
- Post-hole digger (if required)
- Wheelbarrow
- Concrete mixing tools
- Work gloves
- Safety glasses
- Hearing protection
- First aid kit

Specialized tools such as welding equipment may be operated only by qualified adults or experienced volunteers following BSA safety guidelines.

6. Preliminary Cost Estimate

Materials for box	\$1000
Power tools/equipment (if needed)	\$200
Safety gear	\$100
Total Estimate	\$1,300

Donations of materials and services will help reduce project expenses.

7. Safety Considerations

Potential hazards include:

- Handling heavy metal components

- Operating power tools
- Welding or grinding (if required)
- Lifting heavy materials
- Digging installation holes
- Working outdoors in hot weather

Safety measures include:

- Adult supervision
 - Following the BSA Guide to Safe Scouting
 - Wearing gloves, eye protection, hearing protection, and closed-toe shoes
 - Using proper lifting techniques
 - Keeping the work area clean and organized
 - Having a first aid kit available
 - Ensuring only qualified individuals operate welding or cutting equipment
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8. Project Planning Steps

1. Obtain approval from the beneficiary.
 2. Finalize the design and dimensions of the metal retirement box.
 3. Prepare a budget and obtain donations.
 4. Purchase or collect materials.
 5. Recruit and organize volunteers.
 6. Fabricate and assemble the retirement box.
 7. Paint or finish the box.
 8. Install and secure the box at Veterans Memorial Hall.
 9. Inspect the completed project with the beneficiary.
 10. Clean the work area and complete project documentation.
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Visual Representations

Veterans Hall Memorial



Retirement box



Date: 08/11/2026

Time: 9:13 am

Page: 1

CITY OF IMPERIAL

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Page: 2

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Time: 9:13 am

Page: 3

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134622	08/07/26	Printed			7687	LAW OFFICE OF KATHERINE TURNER	FEB-JUNE 2026 89120	40,000.00
134623	08/07/26	Printed			427	LEAGUE OF CA CITIES	2014 89125	650.00
134624	08/07/26	Printed			079	ONE SOURCE DISTRIBUTORS	S008339570.002 88541	1,493.43
134625	08/07/26	Printed			7343	ROVE ENGINEERING INC	7624 89316	503,670.45
134626	08/07/26	Printed			5257	SKM ENGINEERING LLC	33669 89809	8,833.10
134627	08/07/26	Printed			1568	WEBB AND ASSOCIATES	ARIV0013245 89808	23,662.38
134628	08/07/26	Printed			355	WYMORE, INC.	1244706 TAX 89225	352.68

Date: 08/11/2026
Time: 9:13 am
Page: 4

CITY OF IMPERIAL

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
134629	08/10/26	Printed			9154	BOARD OF STATE AND COMMUNITY	OWMH GRANT 2022 89707	1,128.00

Total Checks: 141	Checks Total (excluding void checks):	1,536,348.05
Total Payments: 141	Bank Total (excluding void checks):	1,536,348.05
Total Payments: 141	Grand Total (excluding void checks):	1,536,348.05



City Council **STAFF REPORT**

Document ID: 2026-439

Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: August 19, 2026

SUBJECT:

AUTHORIZATION TO DESTROY OATHS, DEPARTMENT EMPLOYEES LIST, AND PERSONNEL FILES (NOT INCLUDING MEDICAL FILES) FROM JANUARY 1, 2017 - DECEMBER 31, 2018, IN COMPLIANCE WITH THE CITY'S CURRENT RECORDS RETENTION SCHEDULE SECTION HR-017.

BACKGROUND:

Human Resources is requesting authorization to destroy oaths, department employees list, and personnel files (not including medical files) from January 1, 2017 - December 31, 2018, as per the record retention policy, section HR-017.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REQUESTED ACTION:

Staff recommends approval to destroy oaths, department employees list, and personnel files (not including medical files) from January 1, 2017 - December 31, 2018.

CITY MANAGER RECOMMENDATION:

Attachments:

1. City of Imperial Record Destruction Authorization Form – Human Resources



City of Imperial

Record Destruction Authorization Form

Date: July 31, 2026

To: Paul Early, City Attorney

Subject: Legal Review and Authorization for HR Records Destruction

Requested By: Kristen Smith, Human Resources and Risk Management Director *KWS*

Legal Basis for Destruction:

Records that have met the applicable retention periods as set forth in the City of Imperial's records retention schedule (HR-017) and are no longer required to be retained under any other applicable law or regulation. Under the California Public Records Act, Government Code § 34090, public agencies are authorized to destroy records after the retention period has expired, subject to approval by the City Attorney.

California Public Records Act (CPRA) Reference

Government Code§ 6250 et seq. -General provisions for the public's right to access records.
Government Code§ 34090 -Authorization to destroy records in accordance with applicable retention schedules.

City Attorney Approval:

This memorandum serves as formal legal authorization for the destruction of the records as described above.

In accordance with Government Code§ 34090, I have reviewed the records listed in Exhibit A and have determined that they are eligible for destruction. This action is consistent with the City's legal obligations and records retention policy.

Signatures:

Paul Early, City Attorney

Date: 8/3/26

SHREDDING

Personal File to Be Shred 2017 and 2018

Approved:

- Carter, Christina – DOH 08/16/05 LDW 07/20/18
- Flores, Bertha – DOH 09/03/12 LDW 07/10/17
- Gaddis, Argelia – DOH 08/18/09 LDW 12/19/18
- Galvan, Jorge – DOH 07/16/07 LDW 05/26/17
- Harry, Kenny – DOH 11/07/16 LDW 03/10/17
- Honse, Steven – DOH 08/25/10 LDW 01/16/2018
- Parra, Raul – DOH 10/23/17 LDW 01/23/18
- Renteria, Raquel – DOH 01/16/16 LDW 03/03/17
- Rodriguez, Michael J. – DOH 08/14/15 LDW 01/05/17
- Sampson, Betty – DOH 04/17/90 LDW 12/30/18
- Smith, Melissa – DOH 01/04/18 LDW 07/13/2018
- Smith, Bari – DOH 09/07/17 LDW 03/16/2018
- Terriquez, Michael – DOH 07/08/13 Rehire 08/04/14 LDW 10/17/18
- Emily Ortega - Summer Program 2018
- Cesar Rodriguez - Summer Program 2018
- Melissa Smith – DOH 01/04/18
- Marlett Solano – Summer Program 2018
- Mark Thomason – Summer Program 2018
- Samantha Whipple – Summer Program 2018
- Peyton Zavala – Summer Program 2018
- Quiana Alderete – Summer Program 2018
- **Summer Staff 2011-2017**
- Cristina Fuentes – DOH 08/22/17
- Hector Fuentes – Summer Program 2017
- Mia Hernandez – Summer Program 2017
- Ruben Lopez – Summer Program 2017
- Alyzandra Luna – Summer Program 2017
- Faith Macias – Summer Program 2017
- Mariah Macias – Summer Program 2017
- Saydee Martinez – DOH 06/08/17
- Fatima Noriega – Summer Program 2017
- Jasmine Ramos – Summer Program 2017
- Sadriena Rodriguez – Summer Program 2017
- Fabian Sanchez – Summer Program 2017
- Bari Smith – DOH 09/07/17

[illegible]

**None of the records listed for destruction are related to any police officer or police department (PD) personnel, operations, or investigations.*

SHREDDING

- Erika Stoffel- Summer Program 2017
- Fernando Tejeda – Summer Program 2017
- Harrison Thomas – Summer Program 2017
- Brad Thomason – Summer Program 2017
- Brea Torquato – Summer Program 2017
- Kimberly Valdez – Summer Program 2017
- Stephany Velasquez – Summer Program 2017
- Ted Vogel – Summer Program 2017
- Nathan Warner – Summer Program 2017
- **Lifeguard/Water safety instructor – Rec. leader**
- § Brandee Gallaway May 9, 2018- Aug 2018
- § Ruben Urquidez May 9, 2018- Aug 2018
- § Priscilla Garcia May 9, 2018- Aug 2018
- § Cesar Rodriguez May 9, 2018- Aug 2018
- § Emily Ortega May 9, 2018- Aug 2018
- § Juan Noriega May 9, 2018- Aug 2018
- § Marriah Macias May 9, 2018- Aug 2018
- § JR Macias May 9, 2018- Aug 2018
- § Shari Madrigal May 9, 2018- Aug 2018
- § Fausto Lizarde May 9, 2018- Aug 2018
- § Jade Aguilera May 9, 2018- Aug 2018
- § Samantha Whipple May 9, 2018- Aug 2018
- § Quiana Alderete May 9, 2018- Aug 2018
- § Abril De La Mora May 9, 2018- Aug 2018
- § Flor Medellin May 9, 2018- Aug 2018
- § Mark Thomason May 9, 2018- Aug 2018
- § Marlett Solano May 9, 2018- Aug 2018
- § Erika Stoffel May 9, 2018- Aug 2018
- § Saydee Martinez May 9, 2018- Aug 2018
- § Sydnee Gallaway May 9, 2018- Aug 2018
- § Victoria Plaza May 9, 2018- Aug 2018
- § Hector Fuentes May 9, 2018- Aug 2018
- § Jose Cristerna May 9, 2018- Aug 2018
- § Rose Fiorenza May 9, 2018- Aug 2018
- § Aly Luna May 9, 2018- Aug 2018
- § Christa Elias May 9, 2018- Aug 2018
- § Angel Herrera May 9, 2018- Aug 2018
- § Peyton Zavala May 9, 2018- Aug 2018
- § Isaac Garcia May 9, 2018- Aug 2018
- § Amanda Madrigal May 9, 2018- Aug 2018
- § Andreine Valenzuela May 9, 2018- Aug 2018

[illegible]



City Council **STAFF REPORT**

Document ID: 2026-455
Category: Consent Item

Department: Finance
Department Head: Victor Manriquez, Finance Director
Meeting Date: August 19, 2026

SUBJECT:

**APPROVAL OF COMMUNITY FACILITIES DISTRICT (CFD) PARTIAL
DISBURSEMENT OF FUNDS FOR REQUEST NO. 1-2018 FROM MONTERREY CFD
2006-1.**

BACKGROUND:

On July 18, 2018, the City approved CFD Disbursement Payment Request 1-2018 from Monterrey CFD 2006-1 to Jupiter Ventures, LP, totaling \$4,206,490.88 for construction, engineering, and related costs incurred by the developer.

Ten payments totaling \$1,997,490.88 have already been disbursed, leaving a remaining balance of \$2,209,000. The end of fiscal year 2026 allows for a partial payment of \$70,000, leaving monies available for debt service and proposed budgeted projects for the area in fiscal year ending 2027.

Additionally, the developer has paid off the facilities portion of four lots for an additional \$109,996. Both payments will be processed to reimburse the developer for a total of \$179,996.

FISCAL IMPACT:

\$179,996 from Monterrey CFD (Fund 63).

REQUESTED ACTION:

Staff recommends approval of the disbursement of funds.

CITY MANAGER RECOMMENDATION:

Attachments:

1. B.3 Monterrey 2026_Redacted

Monterrey Park CFD Reimbursement

6/6/2018	Consent - E-2. Approval of the 1-2018	4,206,490.88	
6/20/2018	Request 1st payment of reimbursement 1-2018	<u>500,000.00</u>	ck# 82467
		3,706,490.88	Remaining Balance
9/5/2018	Request 2nd payment of reimbursement 1-2018	<u>270,000.00</u>	ck# 83644
		3,436,490.88	Remaining Balance
2/20/2019	Request 3rd payment of reimbursement 1-2018 (payment 2019-01)	<u>336,490.88</u>	CK# 86307
		3,100,000.00	Remaining balance
9/4/2019	Request 4th payment of reimbursement 1-2018 (payment 2019-02)	<u>250,000.00</u>	CK# 87656
		2,850,000.00	Remaining balance
	Reduce Payment by this amount transferred to park impact fees for Horizonte Park Cost:	<u>-102,164.00</u>	1/21/2020
		2,747,836.00	
2/19/2020	Request 5th payment of reimbursement 1-2018 (payment 2020-02)	<u>147,836.00</u>	ck# 92523
		2,600,000.00	Remaining balance
5/27/2021	Request 6th payment of reimbursement 1-2018 (payment 2021-01)	<u>70,000.00</u>	ck# 98799
		2,530,000.00	Remaining balance
7/6/2022	Request 7th payment of reimbursement 1-2018 (payment 2022-01)	<u>100,000.00</u>	CK#105743
		2,430,000.00	Remaining balance
1/3/2024	Request 8th payment of reimbursement 1-2018 (payment 2024-01)	<u>70,000.00</u>	CK#115215
		2,360,000.00	Remaining balance
8/21/2024	Request 9th payment of reimbursement 1-2018 (payment 2024-02)	<u>81,000.00</u>	CK#120450
		2,279,000.00	Remaining balance
8/6/2025	Request 10th payment of reimbursement 1-2018 (payment 2025-01)	<u>70,000.00</u>	CK#127104
		2,209,000.00	Remaining balance
	Lots 50, 75, 76 and 77	109,996.00	
8/19/2026	Request 11th payment of reimbursement 1-2018 (payment 2026-01)	<u>70,000.00</u>	
		179,996.00	
		2,029,004.00	Remaining balance



Date: March 17, 2026

Requested By: Karina Sandoval, KaSandoval@firstam.com

The City of Imperial has received a request for prepayment of Special Taxes for the parcel listed below, which is located within Community Facilities District No. 2006-1 (Monterrey Park) Improvement Area No. 1.

Parcel Information

APN: 064-261-001-000
Address: 660 Costa Azul St
Imperial, CA 92251
Lot No.: 50
Tract: MPS2-UNIT1
Square Feet: 2,564
Tax Category: 6

Requested Prepayment Amount in Full: **\$29,441.00 (See Notes below)**

Payments and Checks shall be made out to the following:

City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

Please email a copy of the check along with the letter to info@kgpf.net

If you have any questions regarding this prepayment demand letter, please contact Koppel & Gruber Public Finance at (760) 510-0290.

Notes:

- 1.) This form will only be accepted if prepared by the City of Imperial or their special tax administrator, Koppel & Gruber Public Finance.
- 2.) Prepayments are only for the Facilities portion of the special tax. The services special tax charge will continue to be levied.
- 3.) This prepayment amount does not include the First and Second Installment FY 2025/2026 Special Taxes.
- 4.) This prepayment quote is valid through June 30, 2026.



7/30/26

Date: July 28, 2026

Requested By: Andrew Dixon, (andrew@pwdevelopment.com)

The City of Imperial has received a request for prepayment of Special Taxes for the parcel listed below, which is located within Community Facilities District No. 2006-1 (Monterrey Park) Improvement Area No. 1.

Parcel Information

APN: 064-262-010-000
Address: 671 Costa Azul St
Imperial, CA 92251
Lot No.: 75
Tract: MPS2-UNIT1
Square Feet: 2,564
Tax Category: 6

Requested Prepayment Amount in Full: **\$24,066.00 (See Notes below)**

Payments and Checks shall be made out to the following:

City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

Please email a copy of the check along with the letter to info@kgpf.net

If you have any questions regarding this prepayment demand letter, please contact Koppel & Gruber Public Finance at (760) 510-0290.

Notes:

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- 3.) This prepayment amount does not include the First and Second Installment FY 2026/2027 Special Taxes.
- 4.) This prepayment quote is valid through June 30, 2027.



Date: March 17, 2026

Requested By: Karina Sandoval, KaSandoval@firstam.com

The City of Imperial has received a request for prepayment of Special Taxes for the parcel listed below, which is located within Community Facilities District No. 2006-1 (Monterrey Park) Improvement Area No. 1.

Parcel Information

APN: 064-262-009-000
Address: 673 Costa Azul St
Imperial, CA 92251
Lot No.: 76
Tract: MPS2-UNIT1
Square Feet: 2,339
Tax Category: 5

Requested Prepayment Amount in Full: **\$27,048.00 (See Notes below)**

Payments and Checks shall be made out to the following:

City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

Please email a copy of the check along with the letter to info@kgpf.net

If you have any questions regarding this prepayment demand letter, please contact Koppel & Gruber Public Finance at (760) 510-0290.

Notes:

- 1.) This form will only be accepted if prepared by the City of Imperial or their special tax administrator, Koppel & Gruber Public Finance.
- 2.) Prepayments are only for the Facilities portion of the special tax. The services special tax charge will continue to be levied.
- 3.) This prepayment amount does not include the First and Second Installment FY 2025/2026 Special Taxes.
- 4.) This prepayment quote is valid through June 30, 2026.



7/29/26

Date: March 17, 2026

Requested By: Karina Sandoval, KaSandoval@firstam.com

The City of Imperial has received a request for prepayment of Special Taxes for the parcel listed below, which is located within Community Facilities District No. 2006-1 (Monterrey Park) Improvement Area No. 1.

Parcel Information

APN: 064-262-008-000
Address: 675 Costa Azul St
Imperial, CA 92251
Lot No.: 77
Tract: MPS2-UNIT1
Square Feet: 2,564
Tax Category: 6

Requested Prepayment Amount in Full: **\$29,441.00 (See Notes below)**

Payments and Checks shall be made out to the following:

City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

Please email a copy of the check along with the letter to info@kgpf.net

If you have any questions regarding this prepayment demand letter, please contact Koppel & Gruber Public Finance at (760) 510-0290.

Notes:

- 1.) This form will only be accepted if prepared by the City of Imperial or their special tax administrator, Koppel & Gruber Public Finance.
- 2.) Prepayments are only for the Facilities portion of the special tax. The services special tax charge will continue to be levied.
- 3.) This prepayment amount does not include the First and Second Installment FY 2025/2026 Special Taxes.
- 4.) This prepayment quote is valid through June 30, 2026.



CITY COUNCIL
James Tucker - Mayor
Geoff Ziegler - Mayor Pro Tem
Robert Armstrong - Councilmember
Darrin Fennell - Councilmember
Jettie Sampson - Councilmember

CITY CLERK
Debra Johnson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morris

CITY MANAGER
Stefan L. Chatwin

CFD Disbursement Approval Procedure

CFD 2006-1 (Monterrey Park)

Payment Request No. 1-2018

Date Requested: February 21, 2018

Request Information: Payment Request No. 2-2017 is for construction, engineering and related costs incurred for an Acquisition Agreement Exhibit "A" facilities/fees as shown in Attachment 1. The request is to reimburse the advanced amount as follows: \$4,206,490.88

Actions required and steps taken in approving this request:

1. **Special Tax Consultant:** Confirms that the facilities/fees are per the Acquisition Agreement dated November 1, 2005, includes confirmation of three (3) bids, contracts to perform the work, invoices or cancelled checks, and lien releases.

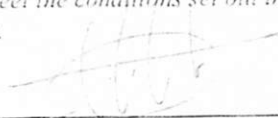
Special Tax Consultant Recommendations: To submit to the City Manager the request to pay as requested from Surplus Funds. The Request lists the facilities/fees and meets the requirements for reimbursement that include the submittal of support documents in the form of contracts, invoices, cancelled checks, and lien releases, so that it can be processed for submission to the City Finance Director for payment under the Acquisition Agreement. This request should be paid from **Surplus Funds** (less retention if applicable) as drawdowns as funds become available to not exceed the following:

\$4,206,490.88 representing infrastructure items.



City Special Tax Consultant Approval

2. **Community Development Director:** Confirm that the improvements have been completed, inspected, and meet the conditions set out in the Acquisition Agreement. Sign the original copy of the request and below.



City Community Development Director Approval



CITY COUNCIL
James L. Lister - Mayor
Geoff D. Lee - Mayor Pro Tem
Robert W. Lippert - Councilmember
Daniel R. Smith - Councilmember
Betsy Sampson - Councilmember

CITY CLERK
Debra Johnson

CITY TREASURER
Stacy Cox

CITY ATTORNEY
Dennis Morris

CITY MANAGER
Stefan J. Chastain

3. *City Manager: Review, submit to Council if appropriate, and approve the request for disbursement.*

City Manager Approval

4. *City Administrative Service Department: Please prepare and send these payments (wire instructions on file):*

Wells Fargo Bank
32381 Temecula PIKWAY
Temecula, CA 92592
Juniper Ventures 4, LP

5. Funds will be disbursed to the Developer as surplus funds become available.

From: Surplus Funds in drawdowns as funds become available (with 0% retention of 0.00 to be held)
\$4,206,490.88



CITY COUNCIL
Ida Obeso-Martinez – Mayor
Stacy Mendoza – Mayor Pro-Tem
Katie Burnworth – Councilmember
Robert Amparano – Councilmember
James Tucker – Councilmember

CITY CLERK
Kristina M. Shields

CITY MANAGER
Dennis H. Morita

CITY ATTORNEY
Paul Early

August 19, 2026

The Honorable Sean Duffy
Secretary of the United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support of Imperial County Transportation Commission (ICTC) FY 2026 Low or No Emission Grant Program for the ICTC/Imperial Valley Transit (IVT) Administration, Operations and Maintenance Center

Dear Secretary Duffy:

On behalf of the City of Imperial, I am writing in support of the application of the Imperial County Transportation Commission (ICTC) to the Federal Transit Administration's *FY 2026 Low or No Emission Grant Program* for the ICTC/Imperial Valley Transit (IVT) Administration, Operations and Maintenance Center project.

ICTC/IVT's existing administration, operations and maintenance facilities are significantly undersized to accommodate its existing fleet, in addition to the proposed expanded future fleet and the transition to zero-emission buses. The existing operations and maintenance facility is also currently leased by the transit contract operator, is privately owned and cannot be expanded. The existing operations and maintenance facility needs significant improvement to meet the needs of ICTC's existing services.

The project will fund the construction of a new IVT/ICTC Administration, Operations, and Maintenance Center including electric charging infrastructure and the hydrogen fueling facility and equipment to allow ICTC to transition to a 100 percent zero-emission fleet by 2035. The new facility will be centrally located within the county and support better integration of transit services in the region by allowing all transit vehicles (fixed route, demand responsive, and microtransit) to be housed, maintained, and operated in one facility. The project supports the reduction in transit vehicle emissions to improve air quality and the future expansion of transit service.

We appreciate your consideration of this important project.

Sincerely,

Ida Obeso-Martinez
Mayor
City of Imperial



City Council **STAFF REPORT**

Document ID: 2026-472
Category: Consent Item

Department: Public Services

Department Head: Jenell Guerrero, Interim Public Services Director

Meeting Date: August 19, 2026

SUBJECT:

ACCEPT PROJECT 2025-01 (CIP #832) AS COMPLETED, APPROVE FILING OF NOTICE OF COMPLETION WITH COUNTY RECORDER'S OFFICE, AND AUTHORIZE RELEASE AND PAYMENT OF 5% RETENTION.

BACKGROUND:

On May 7, 2025, the City Council awarded the construction contract to ROVE Engineering for the Manhole and Lift Station Rehabilitation Project (Bid No. 2025-01; CIP No. 832) in the original contract amount of \$1,414,064.

The project included the rehabilitation and lining of existing sewer manholes; removal and demolition of existing sewer clean-outs; construction and installation of new precast concrete manholes; and rehabilitation of the existing lift station wet well, including surface preparation and application of protective coating to the concrete walls and floor.

The project was completed on March 31, 2026. During construction, unforeseen field conditions required additional work and repairs beyond the original contract scope. Staff worked with the contractor to identify credits and offsets in other areas of the project, resulting in a net contract increase of \$117,071.14. The final project cost is \$1,531,135.14, which includes \$76,556.76 in 5% retention.

All work associated with the project has been completed, and staff has determined that the project is ready for final acceptance and closeout.

Staff recommends that the City Council accept the Manhole and Lift Station Rehabilitation Project as complete, authorize the filing of a Notice of Completion with the County Recorder's Office, and authorize the release and payment of the 5% retention in the amount of \$76,556.76.

FISCAL IMPACT:

Release and payment of the \$76,556.76 retention to ROVE Engineering. The retention

payment will be charged to Account No. 54-832-5210. No additional funding is being requested as part of this action.

REQUESTED ACTION:

Accept the Manhole and Lift Station Rehabilitation Project as complete, authorize the filing of a Notice of Completion with the County Recorder's Office, and authorize the release and payment of the 5% retention totaling \$76,556.76.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Notice of Completion - County Clerk Recorder (2025-01; 832)
2. Pay App 8 - Retention
3. 2025-01 (CIP 832) Project Final Breakdown
4. Final Completion Cert 08-05-2026 cert

RECORDING REQUESTED BY

City of Imperial

AND WHEN RECORDED MAIL TO

City Clerk's Office
City of Imperial
420 S. Imperial Avenue
Imperial, CA 92251

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER of the interest stated below in the property hereinafter described.
2. The FULL NAME of the undersigned is **CITY OF IMPERIAL**
3. The FULL ADDRESS of the undersigned is **420 SOUTH IMPERIAL AVENUE, IMPERIAL, CA 92251**
4. The NATURE OF THE INTEREST of the undersigned is: **IN FEE**
5. The FULL NAMES AND FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are: **N/A**
6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvement herein referred to: **N/A**
7. A work of improvement on the property hereinafter described was COMPLETED on **March 31, 2026**
8. NAME OF THE ORIGINAL CONTRACTOR, for such work of improvement, is **Rove Engineering.**
9. The street address of said property is **Various locations throughout the City of Imperial**

The property on which said work of improvement was completed is in the City of Imperial, County of Imperial, State of California, and is described as follows: **Manhole and Lift Station Rehabilitaiton and New Manhole Installation Project; Bid No. 2025-01; CIP #832**

VERIFICATION

I, Dennis H Morita, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on _____, at Imperial, California.

Dennis H. Morita, City Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER:
City of Imperial
402 S Imperial Ave
Imperial, CA 92251

PROJECT:
City of Imperial - Manhole and
Lift Station Rehabilitation and
New Manhole Installation

APPLICATION NO: 8-Retention
APPLICATION DATE: 5/26/2026
PERIOD OF: 05/01/2026 TO 05/31/2026

DISTRIBUTION TO:
☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

FROM PRIME CONTRACTOR:
Rove Engineering, Inc
398 E Aurora Drive
El Centro, CA 92244

VIA CONSULTANT:
The Holt Group, Inc.
1501 N. Imperial Ave
El Centro, CA 92243

CITY PROJECT NO: 2025-01
ENGINEER NO: 173.139
CONTRACTOR NO: 25-043

CONTRACT DATE:

PRIME CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,414,064.00
2. Net change by Change Orders \$ 117,071.14
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,531,135.14
4. TOTAL COMPLETED & STORED TO DATE (Column G2 on G703) \$ 1,531,135.14
5. RETAINAGE:
a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
b. 5 % of Stored Material (Column F on G703) \$ 0
Total Retainage (Lines 5a + 5b or

- Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,531,135.14
8. CURRENT PAYMENT DUE \$ 1,531,135.14
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$117,071.14	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$117,071.14	\$0.00
NET CHANGES by Change Order	\$117,071.14	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA - 01992

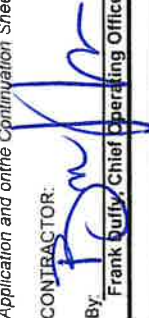
CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager certifies to the Owner that to the best of the Construction Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Prime Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 76,556.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONTRACTOR:

By:  Date: 06-09-2026
Frank Buffo, Chief Operating Officer

CONSULTANT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Prime Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 76,556.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 6-10-2026
Juny Marmolejo, P.E., Resident Engineer

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Prime Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Prime Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CITY OF IMPERIAL

FINAL PROJECT COST SUMMARY

Project: Manhole and Lift Station Rehabilitation Project

Bid No.: 2025-01

CIP No.: 832

Contractor: ROVE Engineering

Project Completion Date: March 31, 2026

PROJECT COST BREAKDOWN

Description	Amount
Original Contract Amount	\$1,414,064.00
Additional Work / Change Order Items	\$323,251.89
Less: Project Credits / Unused Work	(\$206,180.75)
Net Change Order	\$117,071.14
Final Contract Amount	\$1,531,135.14
5% Retention	\$76,556.76

FINAL PROJECT COST

The original contract amount for the project was \$1,414,064.00. During construction, additional work and repairs totaling \$323,251.89 were identified. Staff worked with the contractor to identify credits, unused work, and other cost reductions totaling \$206,180.75.

After applying these credits, the resulting net change order is \$117,071.14, bringing the final contract amount to \$1,531,135.14.

RETENTION

The final contract amount includes 5% retention totaling \$76,556.76. Upon City Council approval, the retention will be released and paid to ROVE Engineering.

The Holt Group, Inc.
Engineering Department



■ Municipal Design ■ Infrastructure Engineering ■ Construction Management ■

August 8, 2026

Ms. Jenell Guerrero
Public Services Manager
City of Imperial
420 S. Imperial Ave
Imperial, CA 92251

**RE: City of Imperial – Manhole and Lift Station Rehabilitation and New Manhole Installation
City Project No. 2025-01
THG Project No. 173.139
Rove Engineering Project No. 25-043
Project Completion Certification**

Dear Ms. Guerrero,

I am forwarding this correspondence regarding the City of Imperial – Manhole and Lift Station Rehabilitation and New Manhole Installation (Project). The Holt Group was contracted by the City of Imperial to provide the Construction Management / Resident Engineering services for the construction of the Project. This correspondence specifically addresses the completion of construction by Rove Engineering, as the contracted construction contractor for the Project.

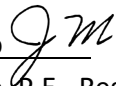
An informal construction punchlist was developed by The Holt Group and City's Public Services. The Holt Group has inspected and attest that all construction work including the informal punch list items were completed by Rove Engineering on March 10, 2026.

On March 31, 2026, City Public Services and The Holt Group conducted a Final Job Walk (visual inspection) of the Project; Rove was invited but did not attend. The Final Job Walk concluded with the acknowledgement that all construction work had been completed, as per the attached memo. It should be noted that the As-Built Drawings were to be provided by Rove Engineering during the Final Job Walk. Rove Engineering has provided their as-built notes. The Holt Group prepared and finalized the As-Built drawings of the Project, dated June 2026, and provided to City's Public Services for records.

As the designated Resident Engineer for this Project, I certify that Rove Engineering has completed the construction as per the contract's scope of work including approved change order. The Holt Group recommends that March 31, 2026 be referenced as the construction completion date for the Project, as the final inspection was conducted on such date.

As noted in the Final Job Walk Memo, it is recommended that a visual inspection of the sewer manholes be conducted in February 2027, to which any defects in the work can be identified and claimed as to be repaired as a warranty to the Project.

Respectfully,

Juny Marmolejo 
Juny Marmolejo, P.E., Resident Engineer

Cc: Jenell Guerrero, Public Services Manager, City of Imperial
Chris Kemp, Chief Wastewater Treatment Plant Operator
James G. "Jack" Holt, P.E., Principal Engineer, The Holt Group
Joel Mora, Assistant Resident Engineer, The Holt Group
Lambert Soto, Assistant Resident Engineer, The Holt Group



Memo

Subject: City of Imperial
Manhole and Lift Station Rehabilitation and New Manhole Installation
City Project No. 2025-01
THG Project No. 173.139

Originator: Juny Marmolejo, Resident Engineer

Distribution: City of Imperial (Owner)
- Jenell Guerrero, Public Works Manager
- Chris Kemp, Chief Wastewater Operator

The Holt Group, Inc (Consultant Engineer)
- James G. "Jack" Holt, P.E., Principal Engineer
- Joel Mora, Assistant Resident Engineer
- Lambert Soto, Assistant Resident Engineer

Rove Engineering (Construction Contractor)
- Frank Duffy, Project Manager
- Javier Moreles, Underground Foreman
- Beau Carson, Underground Foreman

Date: March 31, 2026

Re: Construction Completion - Final Job Walk

A Jobwalk (review of manholes) was conducted for the construction completion on Tuesday, March 31, 2026 at 6:15 AM. The Jobwalk was completed at 8:00 AM.

It was acknowledged that the Manhole and Lift Station Rehabilitation and New Manhole Installation construction was completed and in use by the public.

Present at the walkthrough were the following representatives:

- Jenell Guerrero with City of Imperial
- Chris Kemp with City of Imperial
- Sewer Collection / Wastewater Treatment Plant Operators
- Juny Marmolejo with The Holt Group

Of note, Rove Engineering was invited to participate the Final Job Walk but did not attend.

The following manholes were opened and observed by all attendees. Photos were taken of the inside of the manholes. Not all manholes were reviewed. Only the manholes deemed to be of major importance (high flow and specific intersections) were reviewed.

Punch List Items / Notes

1. Manhole 10A – good
2. Manhole 60 – good
3. Manhole 59 – good
4. Manhole 58 – good
5. Manhole 57 – good
6. Manhole 56 – good
7. Manhole 55 – good
8. Manhole 54 – good
9. Manhole 1022 – good
10. Manhole 1023 – good
11. Manhole 1024 – good
12. Manhole 1027 – good
13. Manhole 1142 – coating is starting to lift on the west side over the pipeline.
14. Manhole 350 – good
15. Manhole 348 – good
16. Manhole 345 – good

The As-Built Drawings are to be submitted for final review. Rove is to provide As-Built Drawings to The Holt Group for review, the current day.

All of the manholes are to be reviewed in approximately 11 months. To be scheduled for January or February of 2027.

Of note, David Dale was the Director of Public Services from the start of construction until the middle of December 2025. Jenell Guerrero and Chris Kemp filled in for the role of Director of Public Services.



City Council **STAFF REPORT**

Document ID: 2026-468

Category: Action Item

Department: City Clerk's Office
Department Head: Dennis H. Morita, City Manager
Meeting Date: August 19, 2026

SUBJECT:

DESIGNATION OF A VOTING DELEGATE AND UP TO 2 ALTERNATES FOR THE LEAGUE OF CA CITIES ANNUAL CONFERENCE AND EXPO, SEPTEMBER 23-25, 2026.

BACKGROUND:

The annual League of CA Cities Conference and General Assembly will be held on September 23-25, 2026 in Anaheim, CA. The General Assembly portion of the conference will be held on Friday, September 25, 2026 and is comprised of voting delegates from each member city.

Action is required by Council to designate a voting delegate and up to two (2) alternates. Conference registration is required for voting delegates/alternates. The deadline to make the appointments is September 1, 2026.

FISCAL IMPACT:

This conference has been included in the FY 26-27 budget.

REQUESTED ACTION:

Appoint a voting delegate and two (2) alternates for the League of CA Cities Annual Conference and General Assembly.

CITY MANAGER RECOMMENDATION:

Attachments:

1. 2026-voting-delegate-information-packet



Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and



alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



City Council **STAFF REPORT**

Document ID: 2026-412

Category: Action Item

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: August 19, 2026

SUBJECT:

REQUEST FOR CITY COUNCIL AUTHORIZATION TO UTILIZE AN EXISTING SEPTIC SYSTEM FOR A PROPOSED SINGLE-FAMILY RESIDENCE AT 591 BREWER ROAD (APN 064-300-021)

BACKGROUND:

Daniel Davila, owner of the property located at **591 Brewer Road (APN 064-300-021)**, is requesting City Council authorization to utilize an existing on-site septic wastewater disposal system to serve a proposed single-family residence.

The property was annexed into the City of Imperial from Imperial County in 2002 and is therefore subject to the City's Municipal Code and all applicable City regulations. The existing septic system was originally permitted by the Imperial County Department of Environmental Health in 1992, prior to annexation.

Chapter 18, Article II, Section 18-7 of the Imperial City Code provides that, except as specifically authorized by the City Council, it is unlawful to maintain or operate a private sewerage disposal system within the City. The Municipal Code further provides that a private sewerage disposal system may not be maintained or operated where a connection to the City's sewerage system is available within 100 lineal feet of the property.

The applicant proposes to construct a new single-family residence on the property and connect the residence to the existing septic system rather than the City's sanitary sewer system. The request is not to install a new septic system, but to continue utilizing the existing septic system that was legally permitted prior to annexation.

The existing septic system was permitted by the Imperial County Department of Environmental Health in 1992 (Attachment 1). The applicant submitted an inspection report prepared by Dean's Backhoe and Excavation (Attachment 2). According to the report, the septic tank shows minimal deterioration, the leach field is functioning, and the overall system is in serviceable condition.

ANALYSIS

The request before the City Council is whether to authorize the continued use of the existing septic wastewater disposal system to serve a proposed single-family residence pursuant to Chapter 18, Article II, Section 18-7 of the Imperial City Code. The property was annexed into the City of Imperial in 2002 and is therefore subject to the City's Municipal Code, including the provisions regulating private sewerage disposal systems. Section 18-7 provides that, except as specifically authorized by the City Council, it is unlawful to maintain or operate a private sewerage disposal system within the City. The section further provides that private sewerage disposal systems are not permitted where a connection to the City's sewerage system is available within 100 lineal feet of the property.

Staff evaluated the availability of municipal sewer service to the property. Although a City force main is located approximately 240 feet from the site, force mains are pressurized transmission facilities and are not designed to provide direct service connections to individual properties. Consequently, the existing force main cannot be used to provide sanitary sewer service to the proposed residence. The nearest gravity sewer capable of serving the property is located approximately 1,200 feet from the site (Attachment 3).

Extending sewer service would require construction of significant new public sewer infrastructure, the acquisition of any necessary easements or rights-of-way, and substantial engineering and construction costs.

At this time, the City does not have any Capital Improvement Program (CIP) projects planned or funded to extend sanitary sewer infrastructure to this area. Consequently, municipal sewer service is not anticipated to become available to the subject property in the foreseeable future.

The existing septic system was permitted by Imperial County in 1992, prior to the property's annexation into the City, and the applicant has submitted an inspection report indicating that the system remains operational and in serviceable condition. Staff has not independently verified the findings contained in the inspection report; however, the report has been included as part of the record for the City Council's consideration in evaluating this request.

FISCAL IMPACT:

There is no direct fiscal impact associated with the requested appeal. The City Council's decision does not authorize construction of public improvements or require expenditure of City funds.

REQUESTED ACTION:

Review, receive public testimony, and determine whether to authorize the continued use of the existing septic wastewater disposal system at 591 Brewer Road pursuant to Chapter 18, Article II, Section 18-7 of the Imperial City Code.

If the City Council approves the continued use of the existing septic wastewater disposal system, Staff further recommends that the City Council authorize the execution of an agreement requiring the property to connect to the City sewer system when a connection to the City sewerage system becomes available within 100 lineal feet of the property, consistent with Section 18-7 of the Imperial City Code, and to discontinue use of the existing septic wastewater disposal system upon such connection.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Imperial County Dept. of Health Cert of Compliance
2. Dean's Backhoe and Excavation Inspection
3. Nance Road Sewer Connections

IMPERIAL COUNTY DEPARTMENT OF HEALTH SERVICES

(X) Extra
Rock

935 Broadway
El Centro, California
PERMIT APPLICATION FOR SEPTIC SYSTEM

10-21-92
PR 4500
(2)

Name of Owner: David & Louise Barkum District Number: 105
Mailing Address: 827 South Hope Street, El Centro
Address of Installation: 591 Brewster Road, Imperial
Lot/Parcel No./Legal Description: APN: 043-320-21-01

Install New System ☒
Repair Old System ☐

New installation
Type of Structure/Business: mobile home Lot Size: 2 Acres Est. Waste Discharge (gal/day): 1000
Number of Bedrooms: 3 Fixture Units: Employees: Other (specify):
Liquid Capacity of Septic tank: 1000 gallons Trench System ☒ Leach Bed System ☐
Length of Each Disposal Line: 75 feet No. of Disposal Lines: 3 Total lineal Ft. of Line: 225
Distance from Water System: >50' for gravity fed, >5' for onsite pressure lines
Type and Condition of Soil: clay with silt Groundwater Table Depth (ft. from surface): >5
Rate of Percolation Test: 80 gal/ft²/day Test Performed by: Lyon Engineers Inc Job No: 85041
Other Type of Installation: gravel pits at end of each line Test Filed Under (name): Doug Skains
2 ft of gravel below each disposal line, minimum trench separation on centers = 9 ft

I certify that I have read this application and state that the above information is correct. I agree to comply to all County Ordinances and State Laws relating to building construction. I certify that in the performance of the above work I shall not employ any person in violation of the Labor Code of California relating to Workmen's Compensation Insurance.

CONTRACTORS SIGN BELOW

I certify that I am a licensed contractor and that my license number is in full force and effect.

Contractor By: Authorized Agent

OWNER - BUILDER SIGN BELOW

I certify that I am exempt from the provisions of Chapter 9, Division 3, B. and P. Code (Contractor's License Law) because:
(check one)

- ☐ I am the owner of the above property and will personally perform the above work,
☐ I am the owner of the above property and will contract to have all of the work performed by a licensed contractor.

Louise Barkum By: Authorized Agent
Owner's Signature

Planning Dept. Approval by: [Signature] PERMIT Date: 10-21-92
Permit Issued By: [Signature]
Date Permit Issued: 10/21/92 Permit Number: 4449

CERTIFICATE OF COMPLIANCE

Sewage System Approved and May Be Covered. Signature: Paul F. Nichols Date: 11/17/92
Sewage System Not Approved and May Not Be Covered. Signature: Date:
(If disapproved, see instructions on back)

NOTE: A scale drawing must be submitted on the attached sheets showing location of septic tank, leach lines, etc., revealing distances from buildings, lot lines, water supply, etc. permit fee must also accompany each application submitted.

THIS PERMIT VOID after six months of date of issue and/or if final inspection is not made by Sanitarian from Imperial County Department of Health Services. A new house cannot be occupied or sold until this certificate is completed.

Prop. Size (Acres)	2 AC	Name: 11111 1211 11111	Assr. No. 043320101
Legal Description	PAR 3 PM 1310 POR OF TR 48 15-132AC		

Undeveloped

145'

151'

Undeveloped

Developed

600'

W 600'

S

E

N

1000 gallon
septic tank

Mobil H

EXISTING mobile home

WATER SPY

EXISTING mobile home

EXISTING water cistern

DRIVE WAY

BEECHER RD

Scale in feet

P.W.	E.H.S.	ZONING	OTHER
- DO NOT WRITE IN THIS SPACE -			

ORIGINAL - PLANNING DEPT.
 1st COPY - Planning Dept.
 2nd COPY - E.H.S. Dept.

Notes 1) 1000 gallon septic tank correctly installed

A) Made by: Pyramid Pre Cast

Rialto, Ca

UPC rated

2) Distribution box correctly installed

3) 3 disposal lines at 75 feet each correctly installed

A) 24" of gravel below each line, 2" of gravel above each line

B) Gravel pits present

C) Trench width = 3 feet

D) Soil backfill = 2 1/2 feet

E) All tight lines correctly installed

4) Water system not installed at time of inspection

5) Contracted by Rutherford

Dean Martens

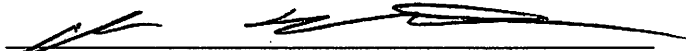
Dean's Backhoe and Excavation
2592 Hwy 111
Imperial, Ca 92251
Phone: 760-427-2746
Contractor license number: 884359
Class: A

► **Daniel Davila**
591 Brewer Rd.
Imperial, Ca. 92251

Subject 591 Brewer Rd., Imperial Ca. Septic System

On May 6, 2025, I inspected the septic system at 591 Brewer Rd. in Imperial, CA. The tank and leech field are located on the East side of the property about 150' from the road. The system is a 1000 gallon tank. The lids are 16" inches below grade. The down spouts are both in place with baffle wall intact. There is very little deterioration on the tank.

The d-box is in fair condition. There is 3 75' leech lines in working order. I was unable to perform a flow test but seen no reason it would not pass.



Dean Martens

Owner

Dean's Backhoe and Excavation

5/6/2025



**591 BREWER RD.
PROJECT LOCATION**



City Council **STAFF REPORT**

Document ID: 2026-470

Category: Action Item

Department: Police

Department Head: Aaron Reel, Police Chief

Meeting Date: August 19, 2026

SUBJECT:

ACCEPTANCE OF THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM AWARD IN THE AMOUNT OF \$792,781.00

BACKGROUND:

The California Board of State and Community Corrections (BSCC) administers the Proposition 64 Public Health and Safety Grant Program, which provides funding to eligible local governments for activities addressing public health and safety impacts associated with the implementation of Proposition 64, the Adult Use of Marijuana Act.

The Imperial Police Department submitted a grant application to BSCC seeking funding to support local public safety efforts and enhance the Police Department's ability to address community needs consistent with the goals and requirements of the Proposition 64 Public Health and Safety Grant Program.

The Imperial Police Department has been awarded **\$792,781.00** through the BSCC Proposition 64 Public Health and Safety Grant Program. Acceptance of the award will allow the Police Department to implement the activities identified, such as a fully funded School Resource Officer, vehicle, and equipment.

FISCAL IMPACT:

The Imperial Police Department will receive **\$792,781.00** in grant funding from the Board of State and Community Corrections Proposition 64 Public Health and Safety Grant Program.

REQUESTED ACTION:

Accept the BSCC Proposition 64 Public Health and Safety Grant Program award in the amount of \$792,781.00; and authorize the City Manager, Police Chief, or their designee

to execute all grant-related documents necessary to administer the grant; and authorize the Finance Department to establish the necessary revenue and expenditure accounts and appropriate grant funds in accordance with the approved grant agreement and program requirements.

CITY MANAGER RECOMMENDATION:

Attachments:

1. 2026 Prop 64 Grant Agreement - City of Imperial PD 1445-26
2. BSCC reso 2026

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1445-26

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF IMPERIAL, POLICE DEPARTMENT**2. The term of this Agreement is:**

START DATE

July 1, 2026

THROUGH END DATE

December 31, 2031**3. The maximum amount of this Agreement is:****\$792,781.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (02/2025)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 4 Application for Funding	19
Appendix A	Proposition 64 PH&S Grant Program Cohort 4 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at:

<https://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF IMPERIAL, POLICE DEPARTMENT

CONTRACTOR BUSINESS ADDRESS

424 SOUTH IMPERIAL AVENUE

CITY

IMPERIAL

STATE

CA

ZIP

92251

PRINTED NAME OF PERSON SIGNING

DENNIS MORITA

TITLE

CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Proposition 64 Public Health and Safety Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the City of Imperial, Police Department (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Imperial Police Department seeks BSCC funding for a full-time School Resource Officer (SRO) serving Ben Hulse, T.L. Waggoner, and Robert Rosas Elementary Schools. Currently, no dedicated SRO exists, limiting proactive safety efforts and early intervention in issues such as bullying, behavioral health, family instability, and youth THC vaping. The SRO will provide consistent campus presence, focusing on safety, mentorship, and education. Duties include safety planning, emergency response, student engagement, and instruction on prevention topics like substance abuse, internet safety, and conflict resolution. The SRO will also connect at-risk students with counseling and partner agencies. Using a trauma-informed approach, the program aims to improve school safety, reduce disciplinary incidents, strengthen community trust, and support early intervention. Funding will cover all SRO costs without impacting existing services.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 64 PH&S Grant Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's Designated Financial Officer and Project Director must be employees of the Contractor. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: DENNIS MORITA
Title: CITY MANAGER
Address: 420 S. IMPERIAL AVE. IMPERIAL, CA 92251
Phone: 760-355-4371
Email: dmorita@imperial.ca.gov

Designated Financial Officer authorized to receive warrants:

Name: DIANA QUINTANA
Title: CITY FINANCE MANAGER
Address: 420 S. IMPERIAL AVE. IMPERIAL, CA 92251
Phone: 760-355-3050
Email: dquintana@imperial.ca.gov

EXHIBIT A: SCOPE OF WORK

Project Director authorized to administer the project:

Name: AARON REEL
Title: POLICE CHIEF
Address: 424 S. IMPERIAL AVE. IMPERIAL, CA 92251
Phone: 760-355-4327
Email: areel@imperial.ca.gov

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. July 1, 2026 to September 30, 2026
2. October 1, 2026 to December 31, 2026
3. January 1, 2027 to March 31, 2027
4. April 1, 2027 to June 30, 2027
5. July 1, 2027 to September 30, 2027
6. October 1, 2027 to December 31, 2027
7. January 1, 2028 to March 31, 2028
8. April 1, 2028 to June 30, 2028
9. July 1, 2028 to September 30, 2028
10. October 1, 2028 to December 31, 2028
11. January 1, 2029 to March 31, 2029
12. April 1, 2029 to June 30, 2029
13. July 1, 2029 to September 30, 2029
14. October 1, 2029 to December 31, 2029
15. January 1, 2030 to March 31, 2030
16. April 1, 2030 to June 30, 2030
17. July 1, 2030 to September 30, 2030
18. October 1, 2030 to December 31, 2030
19. January 1, 2031 to March 31, 2031
20. April 1, 2031 to June 30, 2031

Due no later than:

- November 15, 2026
- February 15, 2027
- May 15, 2027
- August 15, 2027
- November 15, 2027
- February 15, 2028
- May 15, 2028
- August 15, 2028
- November 15, 2028
- February 15, 2029
- May 15, 2029
- August 15, 2029
- November 15, 2029
- February 15, 2030
- May 15, 2030
- August 15, 2030
- November 15, 2030
- February 15, 2031
- May 15, 2031
- August 15, 2031

Note: Project activity period ends June 30, 2031. The period of July 1, 2031 to December 31, 2031 is for completion of Final Local Evaluation Report and program-specific compliance audit only.

EXHIBIT A: SCOPE OF WORK

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

November 20, 2026
December 31, 2031

C. Other

Program-Specific Compliance Audit

Due no later than:

December 31, 2031

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 64 PH&S Scoring Panel (See Appendix A) from receiving funds from the Proposition 64 PH&S grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 64 PH&S Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Proposition 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT A: SCOPE OF WORK

8. STATE AUDIT REQUIREMENTS

Grantees are required to provide the BSCC with a program-specific compliance audit that covers the entire service delivery period of the grant (July 1, 2026 to December 31, 2031). The audit report will be due no later than the end of the contract term, December 31, 2031. The program-specific compliance audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

In addition, the BSCC reserves the right to call for a program, compliance or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, State Controller, the California State Auditor, the Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. July 1, 2026 to September 30, 2026
2. October 1, 2026 to December 31, 2026
3. January 1, 2027 to March 31, 2027
4. April 1, 2027 to June 30, 2027
5. July 1, 2027 to September 30, 2027
6. October 1, 2027 to December 31, 2027
7. January 1, 2028 to March 31, 2028
8. April 1, 2028 to June 30, 2028
9. July 1, 2028 to September 30, 2028
10. October 1, 2028 to December 31, 2028
11. January 1, 2029 to March 31, 2029
12. April 1, 2029 to June 30, 2029
13. July 1, 2029 to September 30, 2029
14. October 1, 2029 to December 31, 2029
15. January 1, 2030 to March 31, 2030
16. April 1, 2030 to June 30, 2030
17. July 1, 2030 to September 30, 2030
18. October 1, 2030 to December 31, 2030
19. January 1, 2031 to March 31, 2031
20. April 1, 2031 to June 30, 2031

Due no later than:

- November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
August 15, 2028
November 15, 2028
February 15, 2029
May 15, 2029
August 15, 2029
November 15, 2029
February 15, 2030
May 15, 2030
August 15, 2030
November 15, 2030
February 15, 2031
May 15, 2031
August 15, 2031

Final Invoicing Periods:

21. July 1, 2031 to September 30, 2031
22. October 1, 2031 to December 31, 2031

Due no later than:

- November 15, 2031
February 29, 2032

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the program-specific compliance audit) must be expended by the end of the grant project period, June 30, 2031, and included on the invoice due August 15, 2031. Project expenditures spent after June 30, 2031 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2031. Expenditures spent for the completion of the Final Local Evaluation Report during the period of July 1, 2031 to December 31, 2031 must be submitted during the Final Invoicing Periods, with the final invoice due on February 29, 2032. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The program-specific compliance audit is due to BSCC by December 31, 2031. Expenditures spent for the completion of the financial audit during the period of July 1, 2031 to December 31, 2031 must be submitted during the Final Invoicing Periods, with the final invoice due on February 29, 2032. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records. Grantee also agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.
- F. The BSCC maintains the right to disallow all or any portion of an invoice at any time based upon information or documentation uncovered through a site visit, desk review, audit, etc. The BSCC may disallow all or any portion of an invoice even after an invoice is approved or paid.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Proposition 64 PH&S funding is reduced or falls below estimates contained within the Proposition 64 PH&S Cohort 4 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the March 2026 BSCC Grant Administration Guide, which can be found under Quick Links here:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. The BSCC may withhold the final payment amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final quarterly progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the program-specific compliance audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET CATEGORIES	A. GRANT FUNDS FOR PPA 1 (PUBLIC SAFETY/ ENFORCEMENT)	B. GRANT FUNDS FOR PPAs 2-4	TOTAL REQUESTED GRANT FUNDS (A+B)
1. Salaries and Benefits	\$667,186	\$0	\$667,186
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services or Public Agency Contracts	\$0	\$0	\$0
4. Non-Governmental Organization (NGO)	\$0	\$0	\$0
5. Equipment/Fixed Assets	\$114,345	\$0	\$114,345
6. Other (Travel, Training, etc.)	\$11,250	\$0	\$11,250
7. Indirect Costs	\$0		\$0
TOTAL	\$792,781	\$0	\$792,781

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 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 the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- A. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- B. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- C. Notification shall be provided to the State designee identified in this Contract.
- D. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- E. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- F. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the [Grant Program Name] RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or
- 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16645 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Appendix A:
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM
SCORING PANEL ROSTER

Name	Title	Organization/Agency
Ella Ban	Environmental Scientist	California State Water Resources Control Board
Jose Barajas	Assistant Branch Chief	California Department of Cannabis Control
Jacqueline Campion	Deputy Director, Policy & Research	California Department of Cannabis Control
Brittany Falcon	Program Analyst II	Board of State and Community Corrections
Jason Grundel	Deputy State Public Defender	State of California, Office of the State Public Defender
Jim Keddy	Executive Director	Youth Forward
Colin Medigovich	Strategic Intelligence Analyst	California Governor's Office of Emergency Services
Nikkole Melgoza	Office of Program Operations	California Department of Corrections and Rehabilitation
Nancy O'Malley	District Attorney (Ret.)	Alameda County
Douglas Roehler	Staff Services Manager I	California Department of Cannabis Control
Killi Seto	Deputy Lieutenant	San Joaquin County Sheriff's Office
Douglas Smurr	Attorney IV / Assistant General Counsel	California Department of Cannabis Control
Doug Snell	Correctional Lieutenant (Ret.)	California Department of Corrections and Rehabilitation
George Tiongson	Sergeant	California Department of Cannabis Control
Kellie Vasen	Attorney IV	California Department of Cannabis Control

Title	City of Imperial	03/26/2026
	by Aaron Reel in Proposition 64 Public Health & Safety Grant Program, Cohort 4- Request for Proposals	id. 53637670
	areel@imperial.ca.gov	

Original Submission	03/26/2026
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Score	n/a
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KEY INFORMATION	The Proposition 64 Public Health & Safety Grant Program, Cohort 4 Request for Proposals is organized into five (5) sections: Part I – Applicant Information Part II – Proposal Abstract Part III – Proposal Narrative Part IV – Project Budget (upload attachment) Part V – Attachments: Mandatory and Optional (upload attachments) Each section contains fields that require a response. Applicants may be prompted to provide written text, numerical input, select radial button options, or upload attachments. Some narrative response fields have character limits. When a character limit applies, a counter will display the total number of allowable characters and will update to show the number remaining as text is entered. Character limits include all letters, numbers, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear stating: “You have exceeded the character limit.” Applicants may start and stop their application at any time during the solicitation period. To ensure information is saved in the BSCC–Submittable Application, applicants must select “Save Draft” at the bottom of the application before exiting. Applicants are prohibited from submitting the Prop 64 Grant Program, Cohort 4 application until all mandatory fields (identified with a red asterisk) are completed, all character limits are met, and all required documents have been uploaded. Applicants should review the Prop 64 Cohort 4 RFP Instruction Packet before beginning the application. The Instruction Packet contains all information necessary to successfully complete and submit the Prop 64 Cohort 4 application. The document is available at: http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/..
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CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Proposition 64 Public Health & Safety Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)
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PART I - APPLICANT INFORMATION	This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.
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Name of City or County Applicant	City of Imperial
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Applicant Category	Small county or city (with fewer than 50,000 residents)*
*Check this box if you are a city or county with a population under 10,000.	unchecked
Tax Identification Number	W32xlnmnh5
Lead Public Agency (LPA) Information	This sub-section requires information about the governmental agency with local authority of or within the applicant county or city that will be acting as the LPA. All Prop 64 grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.
Name of Lead Public Agency (LPA)	Imperial Police Department
Project Title	IPD
Project Summary	The Imperial Police Department seeks BSCC funding for a full-time School Resource Officer (SRO) serving Ben Hulse, T.L. Waggoner, and Robert Rosas Elementary Schools. Currently, no dedicated SRO exists, limiting proactive safety efforts and early intervention in issues such as bullying, behavioral health, family instability, and youth THC vaping. The SRO will provide consistent campus presence, focusing on safety, mentorship, and education. Duties include safety planning, emergency response, student engagement, and instruction on prevention topics like substance abuse, internet safety, and conflict resolution. The SRO will also connect at-risk students with counseling and partner agencies. Using a trauma-informed approach, the program aims to improve school safety, reduce disciplinary incidents, strengthen community trust, and support early intervention. Funding will cover all SRO costs without impacting existing services.
Project Purpose Areas (PPAs)	PPA 1: Public Safety/Enforcement (Applicants that dedicate at least 70% of their budget to PPA 1 will earn priority points)
Applicant's Physical Address	424 South Imperial Ave. Imperial California 92251 US

Applicant's Mailing
Address (if different
than physical
address)

Mailing Address For Reimbursement Payments	424 South Imperial Ave. Imperial California 92251 US
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Project Director	Max Sheffield
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Project Director's Title	Police Captain
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Project Director's Email Address	msheffield@imperial.ca.gov
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Project Director's Phone Number	+17603554327
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Financial Officer	Victor Manriquez
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Financial Officer's Title	Finance Director
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Financial Officer's Email Address	vmanriquez@imperial.ca.gov
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Financial Officer's Phone Number	+17603554371
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Day-To-Day Program Contact	Leslie Aguirre
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Day-To-Day Program Contact's Title and Agency/Department/Organization	Chief's Assistant
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Day-To-Day Program Contact's Email Address	laguirre@imperial.ca.gov
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Day-To-Day Program Contact's Phone Number	+17603553332
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Day-To-Day Fiscal Contact	Diana Quintana
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Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Finance Manager
Day-To-Day Fiscal Contact's Email Address	dquintana@imperial.ca.gov
Day-To-Day Fiscal Contact's Phone Number	+17603553050
Name of Authorized Officer*	Dennis Morita
Authorized Officer's Title	City Manager
Authorized Officer's Email Address	dmorita@imperial.ca.gov
Authorized Officer's Phone Number	+17603554373
I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.	checked
PART II - PROPOSAL ABSTRACT	The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.

The Imperial Police Department is seeking funding through the BSCC grant program to establish a full-time School Resource Officer (SRO) position serving Ben Hulse Elementary, T.L. Waggoner Elementary, and Robert Rosas Elementary Schools. This project is intended to enhance campus safety, strengthen relationships between youth and law enforcement, and provide early intervention and prevention services for students and families.

Currently, the district lacks a dedicated, on-site law enforcement presence. While officers respond to incidents as needed, the absence of a consistent SRO limits opportunities for proactive safety planning, early intervention, and trust-building with students. Schools are often left relying on reactive responses to issues such as bullying, behavioral health concerns, family instability, and substance use, including emerging trends like cannabis/THC vaping among elementary-aged youth.

The proposed SRO will be a specially trained officer assigned full-time to the three campuses, maintaining a visible and consistent presence while rotating between sites. The SRO will serve in three primary roles: safety leader, mentor, and educator. Responsibilities will include collaborating with school staff to strengthen safety plans, conducting drills, and providing immediate response during emergencies. The SRO will also foster positive relationships with students, with a focus on mentorship and engagement, particularly for at-risk youth.

In addition, the SRO will deliver age-appropriate education on topics such as bullying prevention, internet safety, substance abuse awareness, and conflict resolution. The officer will work closely with school personnel to identify students in need of support and connect them with appropriate services, including counseling and community-based resources.

The program will utilize a trauma-informed and culturally responsive approach. The SRO will receive specialized training in youth development, de-escalation, and implicit bias to ensure equitable and developmentally appropriate interactions.

Designed outcomes include improved safety among students, staff, and families; reductions in disciplinary incidents which when unsupported result in law enforcement referrals; stronger community relationships; earlier identification of student needs; and increased prevention and awareness of substance use.

Grant funding will support all program costs, including salary, benefits, training, and equipment, allowing implementation without impacting existing services. Our initiative represents a shift toward a proactive, prevention-focused model that promotes student well-being and long-term community safety.

Proposal Narrative Instructions	The Proposal Narrative includes four sections: Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation. The character limits and page equivalents for each narrative section are outlined below and must be followed when preparing proposal materials. The Project Need narrative may not exceed 8,400 total characters. The Project Description narrative may not exceed 14,000 total characters. The Project Organizational Capacity and Coordination narrative may not exceed 5,600 total characters. The Project Evaluation narrative may not exceed 5,600 total characters.
Proposal Need	The City of Imperial is a community of approximately 22,000 residents located in a region that continues to face significant economic challenges while at the same time being one of the fastest growing cities in the State. Imperial County consistently experiences among the highest unemployment rates in the nation, creating widespread financial strain for families and limiting access to critical support services. These conditions contribute to increased risk factors for youth, including exposure to instability, increased behavioral health needs, and early involvement in negative or high-risk behaviors. The Imperial Police Department serves the community with only 24 sworn personnel, requiring officers to balance patrol responsibilities, emergency response, and community policing efforts across the entire city. Our department remains committed to public safety and youth engagement; however, current staffing levels do not allow for the assignment of a dedicated, full-time School Resource Officer (SRO) for our elementary schools. As a result, the Department is limited to responding to incidents at our elementary schools on a call-for-service basis, rather than providing consistent, proactive engagement. Our three elementary schools in Ben Hulse Elementary, T.L. Waggoner Elementary, and Robert Rosas Elementary (2026), serve a large population of young students during critical developmental years. At present, these campuses do not have a dedicated law enforcement presence. Without a consistent SRO, schools must rely heavily on reactive approaches to address safety concerns and student behavior, often after issues have escalated. This gap reduces our ability to implement comprehensive safety planning, deliver prevention education, and build positive relationships between students and law enforcement. We also experience events where law enforcement should have been summoned yet the schools and their staff have chosen not to due to response times, incorrect evaluation and triage, and lack of knowledge of law enforcements role in intervention, prevention, and early detection of myriad issues such as mental health concerns, protective/preventative services, and services extending beyond the campus. School administrators and law enforcement have identified a growing need for early intervention related to behavioral health challenges, bullying, family instability, and substance use. Of particular concern is the emergence of cannabis/THC vaping among elementary-aged students, with local cases identified in children as young as nine years old. The trend underscores the urgency of implementing prevention-focused strategies at

an earlier age to reduce long-term negative outcomes. The program is intended to be built around the SRO as its steward.

Research demonstrates that early engagement with youth in elementary schools significantly improve long-term outcomes by fostering trust, promoting positive decision-making, and addressing significant risk factors prior to escalation. However, without a dedicated SRO, opportunities for mentorship, education, and early identification of at-risk students remain limited. An inconsistent presence impacts the ability to build trust with students who may otherwise only encounter law enforcement during times of crisis or enforcement actions which by their very nature are psychologically negative.

Economic conditions in Imperial County place increased pressure on schools to serve as a primary access point for supportive services. Many families face barriers to accessing behavioral health care, counseling, and other community resources. A dedicated SRO will serve to play a critical role in bridging this gap when working collaboratively with school staff and partner agencies to identify needs early and connect students and families to appropriate services.

The need for a structured, prevention-oriented approach to school safety is further reinforced by the evolving nature of campus safety concerns. Schools must be prepared not only for traditional safety threats but also for complex social and emotional challenges impacting students. A dedicated SRO enhances the capacity of each campus to plan, prepare, and respond effectively, and having a visible deterrent to potential threats. Given our limited staffing and the City's economic constraints, local funding is insufficient to support the creation of a full-time elementary school SRO position without negatively impacting other essential public safety services. External funding is therefore critical to this program.

Investment in a dedicated SRO for the City's three elementary schools will address a clear and documented gap in services. It will allow the Imperial Police Department and local schools to transition from a primarily reactive model to a proactive, prevention-focused approach that prioritizes student safety, well-being, and positive youth development. By providing consistent engagement, early intervention, and access to resources, this program will help mitigate risk factors and improve outcomes for students, families, and our community.

This project responds to an urgent and unmet need by aligning law enforcement, education, and community resources to support some of the City's most vulnerable residents, our youth, during their formative years.

Project Description	The Imperial Police Department proposes the development and implementation of a comprehensive Elementary School Resource Officer (SRO) Program to serve Ben Hulse Elementary, T.L. Waggoner Elementary, and Robert Rosas Elementary Schools. This program will build upon the Department's existing School Resource Officer framework, which is currently limited to a full-time high school SRO and a part-time middle school SRO, by creating a dedicated, developmentally appropriate model tailored to elementary-aged students.
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The addition of a full-time Elementary SRO will expand the ability to provide consistent, proactive safety services while at the same time strengthening relationships between law enforcement and youth at crucial and earlier stages in their development. The program is designed to be collaborative in nature, engaging school administrators, teachers, staff, students, and law enforcement as active stakeholders in creating safe, supportive learning environments.

Imperial Police Officer's Role and SRO Function

The SRO will serve as a highly visible, specially trained law enforcement officer assigned full-time to the three elementary campuses. While maintaining full law enforcement authority, the SRO's role will extend beyond traditional policing to emphasize prevention, problem-solving, and relationship-building. The officer will act in three primary capacities: law enforcement officer, mentor, and educator. SRO Programs have been proven nation wide to be a highly effective prevention and education tool for all communities.

The SRO will collaborate with school administrators to assess and strengthen campus safety plans, conduct regular safety drills, and provide immediate on-site response to emergencies. The SRO will also work closely with patrol personnel and allied agencies to ensure coordinated responses to critical incidents.

SROs build trust-based relationships with students through daily interaction, engagement in school activities, and positive reinforcement. This role is particularly important for at-risk youth, providing a consistent and approachable adult presence who can help guide decision-making and connect students with supportive resources.

The SRO will act as an educator and deliver structured, age-appropriate lessons that address key issues facing elementary students, including bullying prevention, drug and substance abuse awareness, internet safety, conflict resolution, and mental wellness. These educational efforts will be integrated into the school environment in collaboration with teachers and administrators to ensure alignment with existing curricula and student needs.

Extending Services Beyond the Campus

A key component of this program is the SRO's ability to extend services beyond the school campus. The SRO will serve as a bridge between schools, families, and community-based resources, helping to identify students and families in need of additional support. This includes coordination with behavioral health providers, juvenile probation, social services, and other partner agencies which prove vital to students and families.

The SRO will engage in community outreach efforts, including participation in school events, parent meetings, and neighborhood activities. By maintaining a presence both on and off campus, the SRO will reinforce positive relationships with families and promote a broader sense of

community trust and collaboration.

Program Equipment and Resources

Grant funding will support the acquisition of essential equipment necessary for the SRO to effectively perform their duties. This includes a dedicated police vehicle, which will allow the SRO to safely and efficiently travel between the three campuses while remaining available for rapid response both on and off school grounds and without pulling from existing resources.

In addition, the program will fund critical emergency response equipment, including major incident response bags equipped with pre-fabricated/pre-stocked supplies designed and tailored for school-based emergencies. These kits will include items necessary for immediate response to medical incidents, critical incidents, and campus safety threats, ensuring the SRO is prepared to act quickly and effectively in high-risk situations.

Additional equipment will support educational programming and student engagement, including materials for classroom instruction and outreach activities.

Development of Prevention and Education Programs

The Elementary SRO Program will include the development and implementation of structured, age-appropriate educational modules focused on key areas of need within the community including: 1) Bullying Prevention: Promoting respect, empathy, and conflict resolution skills to reduce peer-to-peer harm; 2) Drug and Substance Abuse Awareness: Addressing early exposure to substances, including emerging concerns such as cannabis/THC vaping; 3) Mental Wellness: Supporting emotional regulation, resilience, and awareness of mental health resources; 4) Law Enforcement as Community Members: Humanizing law enforcement by fostering positive interactions and helping students and families view officers as trusted members of the community.

These programs will be developed in collaboration with school staff to ensure they are culturally responsive, developmentally appropriate, and aligned with student needs. The SRO will work to create a positive and engaging learning environment that encourages student participation and reinforces key prevention messages.

Collaborative, Stakeholder-Driven Approach

This program is intentionally designed as a collaborative partnership between the Imperial Police Department and the school community. School administrators, teachers, staff, students, and the SRO will all play an active role in shaping and sustaining the program. Regular communication and feedback will be incorporated to ensure the program remains responsive to evolving needs.

The Elementary SRO Program will complement and enhance the Department's existing SRO presence at the middle and high school levels. Our establishment of a continuum of engagement across grade levels, the Department will be able to provide consistent messaging, build long-term

relationships with students, and intervene earlier in the development of risk behaviors.

Conclusion

The proposed Elementary SRO Program represents a strategic investment in prevention, safety, and community engagement. By embedding a dedicated SRO within the elementary school environment, the Imperial Police Department will enhance its ability to proactively address safety concerns, support student well-being, and strengthen trust between law enforcement and the community. This program will create a sustainable, stakeholder-driven model that supports students from an early age and contributes to long-term community safety.

The Imperial Police Department has the experience and partnerships necessary to successfully implement and sustain the proposed Elementary School Resource Officer (SRO) Program. With 24 existing sworn personnel, the Department effectively delivers community-oriented policing services and currently operates a full-time high school SRO and a part-time middle school SRO. These existing programs provide a proven framework for implementation, including established policies, training practices, and strong collaboration with school partners.

Department leadership remains committed to proactive, prevention focused policework and provides direct oversight of the SRO program to ensure accountability and alignment with community needs. The assigned SRO will be a trained officer who will receive specific instruction in youth development, trauma-informed practices, de-escalation, and intervention competency.

The Department maintains strong, ongoing partnerships with school administrators and staff across all campuses. Coordination is supported through regular communication, joint safety planning, and clearly defined roles, which will be formalized through memorandums of understanding (MOUs). The SRO will work closely with principals, teachers, and support staff to identify concerns, support interventions, and integrate into the school environment as a collaborative partner.

The Department also collaborates with key community and county agencies, including behavioral health services, juvenile probation, and social services. These partnerships allow IPD and the SRO to connect students and families with appropriate resources, supporting coordinated, multi-disciplinary approaches to intervention and prevention.

Internally, the SRO will coordinate with patrol personnel and supervisors to ensure effective communication and response to school-related issues, allowing the SRO to remain focused on prevention and engagement while maintaining access to enforcement resources when necessary.

The Department has the administrative and fiscal systems in place to manage grant funding in compliance with BSCC requirements, including established procedures for oversight, reporting, and accountability.

The proposed Elementary SRO Program will build on and align with existing middle and high school SRO efforts, creating continuity across grade levels and strengthening early intervention strategies. Through established partnerships, experienced personnel, and a commitment to collaboration, the Imperial Police Department is well-positioned to implement this program effectively and deliver measurable benefits to students, schools, and the community.

Project Evaluation	The Imperial Police Department uses clear and measurable processes to evaluate the effectiveness of the Elementary School Resource Officer (SRO) Program. The evaluation will include both quantitative data and feedback from involved parties to ensure the program meets its goals related to safety, prevention, and community relationship-building. Key measures will include: 1) impacting perceptions of school safety; 2) number and type of disciplinary incidents and referrals to law enforcement; 3) calls for service and on-campus incidents; 4) participation in SRO-led education and outreach activities; and 5) the number of students referred to and connected with support services. If available, baseline data will be collected prior to implementation using existing school and police records. Data will then be tracked on an ongoing basis and reviewed biannually for progress monitoring, identification of relevant trends, and retooling if necessary. Quantitative data will come from school records, incident reports, and program activity logs. The SRO will document daily activities, including student contacts, presentations, and referrals. The data will be gathered through school surveys and feedback from students, staff, and parents to assess perceptions of safety and trust. The Department will work closely with school administrators to ensure appropriate data sharing while maintaining student privacy. Feedback from school staff and partner agencies will also be used to improve program delivery. Evaluation results will be reviewed regularly to make adjustments, improve programming, and respond to emerging issues. The Department will meet all BSCC reporting requirements and submit timely progress reports. This evaluation approach ensures accountability while supporting continuous improvement, helping the program remain effective and responsive to the needs of students and schools.
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PART IV: PROJECT BUDGET ATTACHMENT	The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. All project costs must be directly related to the objectives and activities of the project, demonstrating how the funds will be used to address the local needs due to the impact of legalizing cannabis in California. The Budget Table must cover the entire 66-month grant period. For additional guidance related to allowable uses of grant funds, refer to pages 8-15 of the Proposition 64 Request for Proposals (RFP).
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Project Budget Attachment

[2.-Prop-64-PHS-Cohort-4-Budget-Attachment_2_Imperial_Police_Department.xlsx](#)

PART V -
ATTACHMENTS:
MANDATORY AND
OPTIONAL

In addition to the Budget Attachment, the list of mandatory attachments include: Project Work Plan Letter of Eligibility Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement Criteria for Non-Governmental Organizations Receiving BSCC Funds The Governing Board Resolution attachment upload is optional at Application submission. However, it will be required if the project is awarded Prop 64 Cohort 4 Grant Funds. These documents are stand-alone documents available on the BSCC Proposition 64 Homepage:
<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>.
Download, complete, and upload where prompted below.

PROJECT WORK PLAN

[Work-Plan-Appendix-G_Imperial_Police.docx](#)

Letter of Eligibility

[03242026_Letter_of_Eligibility.pdf](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement

[03242026_Certification_of_Compliance_with_BSCC_Policies_Regardin.pdf](#)

Criteria for Non-Governmental Organizations Receiving BSCC Funds as a Subcontractor

[03242026_Criteria_and_Assurance_for_Non-Governmental_Organizatio.pdf](#)

Governing Board
Resolution (Optional)

Prop 64 PH&S Grant Project Work Plan

Complete this required document. You will be prompted to upload this attachment to the BSCC Submittable Application.

Instructions: Applicants must complete a Project Work Plan using the format below. Provided goals and objectives must have a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. The plan must identify the top three goals and corresponding objectives, with a minimum of one goal pertaining to each identified PPA. Completed plans should identify:

1. the project's top goals and objectives.
2. how the goal(s) will be achieved in terms of the activities/services, responsible staff/partners, and the timelines.
3. a list of the data elements to be collected.

Name of City or County Applicant:	City of Imperial		
(1) Goal:	Prevent Youth Cannabis Use through education and early intervention		
Objectives (A., B., etc.)	A. Cannabis Education B. Early Identification C. Parent Education		
Process Measures and Outcome Measures:	Conduct and deliver presentations to students throughout the school year, along with workshops for parents in order to reach the majority of the education population		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
1. Providing age-appropriate presentations on the health, legal, and academic implications of cannabis education. 2. Collaborate with educators and staff to identify students who exhibit risk indicators or substance use symptoms. 3. Offer workshops and resources to assist parents in identifying and addressing the use of cannabis by their children.	1. SRO 2. Faculty 3. Parents	1. 7/1/26 2. 1/21/27 3. 8/11/27	1. 1/20/27 2. 8/10/27 3. 2/29/28

List data and sources to be used to measure outcomes: Rosters of attendance for presentations along with surveys,

(2) Goal:	Reduce Cannabis Related Incidents and Improve Campus Safety		
Objectives (A., B., etc.)	A. On Campus Enforcement B. Diversion Over Arrest C. Safe School Environment		
Process Measures and Outcome Measures:	Reduce cannabis related disciplinary incidents and maintain tracking records in order to share with school faculty and staff. Decrease the number of repeat cannabis offenders throughout the year.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
1. Address the possession, use, and distribution of cannabis in accordance with state law and school policy. 2. When feasible, prioritize education-based or restorative responses over punitive enforcement. 3. Prevent drug related activity by maintaining a consistent and approachable presence of SROs.	1. SRO 2. Faculty 3. Students	1. 3/1/28 2. 9/21/28 3. 4/11/29	1. 9/20/28 2. 4/10/29 3. 10/31/29
List data and sources to be used to measure outcomes: Use of school disciplinary records, CAD system along with student/faculty surveys.			

(3) Goal:	Strengthen Partnerships to Address Youth Substance Use		
Objectives (A., B., etc.)	A. School Partnerships B. Multi-Disciplinary Teams C. Outreach and Engagement		

Process Measures and Outcome Measures:	Participate and support school threat assessments with each school site. Coordinate meetings with stakeholders to review trends.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
1. Collaborate with administrators, counselors, and educators to develop prevention strategies. 2. Take part in threat assessment and student assistance teams that concentrate on substance-related hazards. 3. Participate in community and school events to raise awareness of the dangers of underage cannabis usage.	1. SRO 2. Faculty 3. Stakeholders	1. 11/1/29 2. 5/21/30 3. 12/11/30	1. 5/20/30 2. 12/10/30 3. 6/30/31
List data and sources to be used to measure outcomes: Attendance logs for presentations, agendas, and meeting minutes.			

2026 Proposition 64 Public Health & Safety Grant Program - Proposal Budget and Budget Narrative				
Name of City or County Applicant:		Imperial, City of		
Grant Term: July 1, 2026 through December 31, 2031				
Note: Budget Categories 1 - 7 will auto-populate based on the information entered in the sections below. Do not alter or recreate this budget template. Applicants that do not use the BSCC Budget Template will be disqualified.				
Budget Category		A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
1. Salaries and Benefits		\$667,186	\$0	\$667,186
2. Services and Supplies		\$0	\$0	\$0
3. Professional Services or Public Agency Subcontracts		\$0	\$0	\$0
4. Non-Governmental Organization (NGO) Subcontracts		\$0	\$0	\$0
5. Equipment/Fixed Assets		\$114,345	\$0	\$114,345
6. Other (Travel, Training, etc.)		\$11,250	\$0	\$11,250
7. Indirect Costs (For PPAs 1 through 4)		\$0		\$0
TOTAL		\$792,781	\$0	\$792,781
Percentage of Grant Funds Dedicated to PPA 1: Public Safety/Enforcement (excludes amount budgeted for Indirect Costs)		100.00%		
1a. Salaries and Benefits				
Position Title	(Show as either % FTE or Hourly Rate) & Benefits	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
Police Officer	\$40.55 per hour + fully burdened 17% benefit = \$58.05 increasing at 5% per year for for a total of five (5) years, funding one (1) FTE	\$667,186	\$0	\$667,186
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$667,186	\$0	\$667,186
1b. Salaries and Benefits Narrative: Provide a brief description for each position that addresses their role on the grant project.				
The School Resource Officer (SRO) will support a safe, healthy, and drug-free elementary school environment through a balanced approach of education, prevention, and enforcement, aligned with California BCSS Proposition 64 goals. The SRO will provide age-appropriate instruction on substance use prevention, decision-making, and personal safety, while fostering positive relationships with students, staff, and families. The SRO will collaborate with elementary school personnel and community-based partners to identify at-risk youth, support early intervention strategies, and connect students and families to appropriate services. Responsibilities include mentoring, participation in school safety planning, and implementation of mental health well being and restorative practices. Enforcement actions will be limited, developmentally appropriate, and focused on protecting student well-being, with an emphasis on diversion and prevention over punitive measures. The SRO will also work with those at the middle school and highschool levels when appropriate to ensure a continuation of care and support beyond the elementary school years.				
2a. Services and Supplies				
Description of Services or Supplies	Calculation for Expenditure	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
			\$0	\$0
		\$0	\$0	\$0
		0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0
2b. Services and Supplies Narrative: Provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.				

6a. Other (Travel, Training, etc.)				
Description of Other (Travel, Training, etc.)	Calculation for Expense	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
NASRO Basic School Resource Officer Course	\$500 per person, travel and lodging \$2200	\$2,700	\$0	\$2,700
National Association of School Resource Officers Safety Conference	Regular Conference registration is \$650 for current NASRO members, plus travel, lodging, and per diem \$2200 (every other year =3)	\$8,550	\$0	\$8,550
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$11,250	\$0	\$11,250
6b. Other (Travel, Training, etc.) Narrative: Provide a brief explanation for how each item listed above will contribute toward fulfilling grant objectives. Please budget for at least one 2-day trip to Sacramento for 3-5 key grant team members.				
Funding is requested for the School Resource Officer (SRO) to attend the National Association of School Resource Officers Basic School Resource Officer Course. This nationally recognized training equips SROs with specialized skills in adolescent development, de-escalation, behavioral threat assessment, substance use prevention, and trauma-informed practices. The course emphasizes a balanced approach to school-based policing through education, prevention, and appropriate enforcement, aligning with California BCSS Proposition 64 goals. Participation will enhance the SRO's ability to build positive relationships with students, implement early intervention strategies, and support a safe, supportive, and drug-free school environment. Additionally finding is requested for the SRO to attend the NASRO Safety Conference (every other year). The Conference provides updates, legal changes, and best practices in order to maintain a current and effective program.				
7a. Indirect Costs				
For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:		Grant Funds	Total Requested Grant Funds	
1) Indirect costs not to exceed 15 percent (15%) of all grant-funded costs, excluding equipment and fixed assets . Applicable if the applicant does not have a federally approved indirect cost rate.		\$0	\$0	
If using Option 1) grant funds allocated to Indirect Costs may not exceed:		\$101,765		
2) Indirect costs not to exceed 20 percent (20%) of all grant-funded costs, excluding equipment and fixed assets . Applicable if the applicant has a federally approved indirect cost rate. Amount claimed may not exceed the applicant's federally approved indirect cost rate.		\$0	\$0	
If using Option 2) grant funds allocated to Indirect Costs may not exceed:		\$135,687		
Please see Instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red , please adjust it to not exceed the line-item noted.		\$0	\$0	
7b. Indirect Costs Narrative:				
Enter narrative here. You may expand row height if needed. If using a federally approved indirect cost rate, please include the rate in the narrative.				

**APPENDIX B:
CRITERIA AND ASSURANCE FOR NON-GOVERNMENTAL ORGANIZATIONS
THAT RECEIVE BSCC GRANT FUNDS AS A SUBCONTRACTOR**

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 4, includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as subcontractors**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Prop 64 PH&S grant funds. These requirements are as follows.

Any non-governmental organization that receives **Prop 64 PH&S grant funds** must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the start date of the Grantee's Grant Agreement with BSCC.

Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.

- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

Name of Grantee:			
Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

See next page for signature block.

**APPENDIX B:
CRITERIA AND ASSURANCE FOR NON-GOVERNMENTAL ORGANIZATIONS
THAT RECEIVE BSCC GRANT FUNDS AS A SUBCONTRACTOR**

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract with an NGO is executed after the initial assurance date. Grantees shall retain (on site) applicable source documentation for each subcontracted party that verifies compliance with the requirements listed in the **Prop 64 PH&S RFP**. These records will be subject to the records and retention language found in the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed Criteria and Assurance form on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
<i>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</i>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable)			DATE
X			

RESOLUTION NO. 2026-60

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE ACCEPTANCE OF BOARD OF STATE AND COMMUNITY CORRECTIONS PROPOSITION 64 GRANT AWARD OF \$792,781.00

WHEREAS, the City of Imperial desires to undertake a project designated as the Imperial Police Department Proposition 64 Public Health and Safety Grant Program administered by the State of California Board of State and Community Corrections (hereafter referred to as BSCC); and,

WHEREAS, it is agreed that any liability arising out of the performance of this contact, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and BSCC disclaim responsibility for any such liability.

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

1. The Police Chief or his designee is authorized to execute on behalf of the City of Imperial Police Department
2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 19th day of August, 2026

Ida Obeso-Martinez,
Mayor

ATTEST:

Kristina M. Shields, City Clerk

