



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

September 16, 2026
Closed Session at 06:00 pm
Open Session at 07:00 pm

The City Council meetings are live-streamed on CivicClerk and 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.

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation - G.C §54956.9 (d)(2) Number of Cases: 1

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of Litigation pursuant to California Government Code section 54956.9(c) Number of Cases: 1

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code §54956.9(d)(1).) City of Imperial vs. County of Imperial, et. al. Case No ECU004457

PUBLIC EMPLOYEE PERFORMANCE EVALUATION § GC 54954.5(e) Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6 Agency Representatives: Dennis H. Morita, City Manager; Employee Organizations: Imperial Police Officers Association, Teamsters Local 542, Management Supervisory Professional Confidential and Police Captain/Unrepresented

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. 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.

- A.1.** Approval of Warrants Report.
- A.2.** Approve City Council Minutes for the Special and Regular Meetings of July 15, 2026.
- A.3.** Ratification of Sponsor Letter regarding SB 675 (Padilla) to Governor Gavin Newsom
- A.4.** Ratification of Support Letter for SB 886 to Governor Gavin Newsom: Ratepayer and Technological Innovation Protection Act
- A.5.** Ratification of Support Letter for SB 887 to Governor Gavin Newsom: Good Neighbor Data Centers Leadership Project
- A.6.** Authorization to destroy accounts payable records, accounts receivable records, utility billing daily transactions, and payroll reports from July 1, 2015, to June 30, 2022, in compliance with the City's current records retention sections FIN-013, FIN-014, FIN-036, and FIN-038.
- A.7.** Approve Fourth Amendment to Agreement with Allied Waste Transportation, Inc., dba Republic Services for Street Sweeping Services
- A.8.** Adopt Resolution No. 2026-54, amending the City of Imperial's Conflict of Interest Code and the list of designated employees.
- A.9.** Add one (1.0 FTE) Full-Time Police Officer as an Elementary School Resource Officer (SRO) funded by the BSCC Proposition 64 Grant (Agreement No. BSCC 1445-26).
- A.10.** Approve a contract renewal with Urban SDK for a three-year term.
- A.11.** Approval of Purchase for Axon DroneSense Program
- A.12.** Donation of Movie Screen to Ben Hulse PTO
- A.13.** Approval to purchase Stalker Radar Message Trailer
- A.14.** Approval of purchase of Sotoxa Oral Fluid Mobile Analyzer

B. PUBLIC HEARING (DISCUSSION/ACTION):

- B.1.** Conduct a public hearing to adopt Resolution No. 2026-61, approving the issuance of bonds by the California Municipal Finance Authority for the benefit of borrower CRP Wall LP to provide for the financing of the Wall Apartment Project.

Presenter: Othon Mora, Community Development Director

Recommended Action:

- 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code").
- 2) Adopt Resolution 2026-61 approving the issuance of the Bonds by the California Municipal Finance Authority for the benefit of CRP Wall LP (the "Borrower"), to provide for the financing of the Wall Apartment Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500 (and following).

C. ACTION ITEMS (DISCUSSION/ACTION):

- C.1.** Adopt Resolution No. 2026-62 Authorizing a Special Certification Stipend for Qualified Employees Holding an International Code Council Certified Building Official Credential and Authorizing the City Manager to Designate Qualified Personnel.

Presenter: Kristen Smith, Human Resources Director

Recommended Action: Adopt Resolution No. 2026-62, authorizing a special certification stipend of \$500.00 per month for a qualified City employee holding an active International Code Council Certified Building Official credential, and authorizing the City Manager to designate qualified personnel to perform statutory and regulatory Building Official duties in conjunction with their regular responsibilities.

- C.2.** Approve a renewal agreement between the County of Imperial and the City of Imperial for Fire Services.

Presenter: Thomas Garcia, Assistant to the City Manager

Recommended Action: Approve the renewal of the agreement with the County of Imperial for Fire Services.

- C.3.** Introduction and First Reading of Ordinance No.836, Establishing a Prima Facie speed limit in school zones pursuant to California Vehicle Code Section 22352.5.

Presenter: Aaron Reel, Police Chief

Recommended Action: Introduction and First Reading of Ordinance No.836, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, ESTABLISHING A PRIMA FACIE SPEED LIMIT OF 20 MILE PER HOUR (MPH) IN SCHOOL ZONES PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 22352.5.; Waive full reading and Read by Title Only and direct staff to place the ordinance on the next regular meeting agenda for second reading and adoption.

- C.4.** Introduction and First Reading of Ordinance No. 837, Establishing Local Regulations on Drones.

Presenter: Aaron Reel, Police Chief

Recommended Action: Introduction and First Reading of Ordinance No.837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING CHAPTER ___ TO THE IMPERIAL MUNICIPAL CODE RELATING TO THE SAFE OPERATION OF UNMANNED AIRCRAFT SYSTEMS ("DRONES"); Waive full reading and Read by Title Only and direct staff to place the ordinance on the next regular meeting agenda for second reading and adoption.

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 October 7, 2026.

Check Register Report

A.1

Date: 09/10/2026

Time: 10:38 am

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CITY OF IMPERIAL

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134913	08/26/26	Reconciled		09/03/26	5201	AIR MED CARE NETWORK	5882-20260824 89902	74.00
134914	08/26/26	Reconciled		09/02/26	8924	ALENE TABER LAW	00124 89130	45,164.97
134915	08/26/26	Reconciled		08/31/26	9173	ALESHIRE & WYNDRER LLP	108741 89131	3,240.00
134916	08/26/26	Reconciled		09/02/26	638	ALL AMERICAN CLEANING	CI 2602 88344	187.50
134919	08/26/26	Reconciled		08/31/26	5956	AMAZON CAPITAL SERVICES	1MP7-C7RK-Q4R4 89860	4,333.10
134920	08/26/26	Reconciled		09/01/26	1338	AMERICAN RED CROSS	23418199 89851	117.00
134921	08/26/26	Printed			6474	ANTHONY LOPEZ	9/21/26 - 9/24/26 JPIA CONF/MGMT TRAINING	194.50
134922	08/26/26	Reconciled		09/04/26	9169	ARISSAH ROCIO MARTINEZ	SCHOLARSHIP 6/12/26-8/14/26 89632	2,000.00
134923	08/26/26	Reconciled		08/31/26	5994	AUTOZONE INC.	04187175877 88681	92.15
134926	08/26/26	Reconciled		09/02/26	4400	BABCOCK LABORATORIES, INC.	CH61011-8203 89390	9,283.60
134927	08/26/26	Reconciled		09/02/26	3869	BASE HILL INC.	27228 JULY 2026 89826	4,847.00
134928	08/26/26	Reconciled		08/31/26	250	BLUE SHIELD OF CALIFORNIA	260060025060 SEP 2026 89238	74,789.29
134931	08/26/26	Reconciled		09/01/26	7158	BLUETARP FINANCIAL, INC.	A26097 89852	2,492.32
134932	08/26/26	Reconciled		08/31/26	7808	BOOT BARN INC.	234837 F. GONZALEZ 88738	1,451.50
134933	08/26/26	Reconciled		08/31/26	8296	BRAWLEY ANALYTICAL, INC.	002222 88556	2,114.00
134934	08/26/26	Reconciled		08/31/26	674	BRENNTAG	BPI624250 89392	14,012.15
134935	08/26/26	Reconciled		08/31/26	6286	BURKE, WILLIAMS & SORENSEN, LL	374063 88946	2,893.50
134936	08/26/26	Reconciled		09/01/26	8991	CANON FINANCIAL SERVICES INC	43703879 89236	3,541.63
134937	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	MAYFIELD07 9/1/26 89237	136,311.00
134938	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	IMPE715STRA 9/1/26 89237	320,536.88
134939	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	IMPESAV716ST 9/1/26 89237	257,199.51
134940	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	IMPE715SPRING 9/1/26 89237	324,144.25
134941	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	IMPEMON1016ST 9/1/26 89237	380,077.50
134942	08/26/26	Reconciled		08/31/26	1132	COMPUTERSHARE CORPORATE	IMPE715BRATTON 9/1/26 89237	338,468.88
134943	08/26/26	Printed			2676	CONSTANCIO S. TORRES	JULY 2026 89290	56.00
134944	08/26/26	Reconciled		09/04/26	3135	COUNTY OF SAN DIEGO, RCS	27IMPCPDN01 89717	1,600.00
134945	08/26/26	Printed			7442	DEANNA CALDWELL	9/13/26 - 9/17/26 BACKGROUNDS INV	387.00
134946	08/26/26	Reconciled		09/01/26	1056	DELL MARKETING L.P.	10888069630 89668	2,926.27
134947	08/26/26	Reconciled		09/01/26	2019	DRISCOLLS	13360 88947	979.66
134948	08/26/26	Printed			7472	ELADIO REYES	9/16/26 - 9/18/26 TACTICAL OPERATORS	215.00
134949	08/26/26	Reconciled		09/08/26	8600	EMILY BUSTAMANTE	9/7/26 - 9/11/26 DRE SCHOOL	387.00
134950	08/26/26	Printed			8600	EMILY BUSTAMANTE	9/13/26 - 9/18/26 DRE SCHOOL	473.00
134951	08/26/26	Reconciled		08/31/26	9176	ERIKA GONZALEZ	REFUND-TFF APPLICATION 89857	100.00
134952	08/26/26	Reconciled		09/01/26	8740	FERNANDO RUIZ, INC.	174920 89824	1,050.00
134953	08/26/26	Reconciled		09/03/26	4456	GRAFFIK SCREEN PRINTING	5487 89858	551.36
134954	08/26/26	Reconciled		08/31/26	710	GRAINGER	9043924175 88563	2,734.82
134955	08/26/26	Reconciled		08/31/26	7720	GREEN RUBBER-KENNEDY AG	I-111472 88569	803.46
134956	08/26/26	Reconciled		09/01/26	9022	HERITAGE POOL SUPPLY	0028983506-001 89299	19.79
134957	08/26/26	Reconciled		08/31/26	3039	HOLTVILLE TRIBUNE	0102310 89335	1,186.50
134958	08/26/26	Reconciled		09/04/26	2096	HOME DEPOT CREDIT SERVICES	6903454 89382	1,762.99
134959	08/26/26	Printed			4271	HUMANE SOCIETY OF IMPERIAL	JULY 2026 89710	350.00
134960	08/26/26	Reconciled		08/31/26	028	IMPERIAL IRRIGATION DISTRICT	AUGUST 24, 2026	9,970.48
134962	08/26/26	Reconciled		09/01/26	3187	IMPERIAL TRUSS & LUMBER CO.	B87594 89859	401.34

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134966	08/26/26	Reconciled		09/01/26	8841	INSIGHT TRAFFIC CONTROL	SS180 89716	391.13
134967	08/26/26	Reconciled		09/04/26	1927	IV TELECOMMUNICATIONS	INV27-00007 89675	41,780.00
134968	08/26/26	Reconciled		08/31/26	9170	JACOB ELIJAH PAZ	SCHOLARSHIP 6/12/26-8/14/26 89630	2,000.00
134969	08/26/26	Reconciled		09/01/26	9167	JASMIN KHOSHNAW	8721-0105/240 MORONGO	65.19
134970	08/26/26	Reconciled		08/31/26	642	JORDAN CENTRAL IMPLEMENT CO.	P45492 88549	135.58
134971	08/26/26	Reconciled		08/31/26	8609	JOSE VEGA ESPINOZA	SCHOLARSHIP 6/12/26-8/14/26 89635	2,000.00
134972	08/26/26	Reconciled		09/09/26	868	K-C WELDING & RENTALS, INC.	230553 88566	1,676.06
134973	08/26/26	Reconciled		09/08/26	9168	KHEYLA LOPEZ	SCHOLARSHIP 6/12/26-8/14/26 89631	2,000.00
134974	08/26/26	Reconciled		08/31/26	1647	LA BRUCHERIE IRRIGATION SUPPLY	337060 89854	993.04
134975	08/26/26	Reconciled		09/01/26	5230	LABOR COMPLIANCE CONSULTANTS	4346 89821	270.00
134976	08/26/26	Reconciled		09/01/26	1996	LEE TIRE CO.	414060 89861	1,862.98
134977	08/26/26	Printed			2028	MAD GRAPHIX PRINTING &	8035 89816	221.94
134978	08/26/26	Reconciled		08/31/26	260	MALLORY SAFETY AND SUPPLY LLC	6482640 89386	1,012.94
134979	08/26/26	Reconciled		09/03/26	8864	MIA HERNANDEZ	REIMBURSEMENT-8/7/26 89637	90.75
134980	08/26/26	Reconciled		09/03/26	8617	MOISES M. MURILLO	9/16/26 - 9/18/26 TACTICAL OPERATORS	215.00
134981	08/26/26	Reconciled		09/03/26	776	MOSS, LEVY & HARTZHEIM LLP	19356 89231	20,000.00
134983	08/26/26	Reconciled		08/31/26	8669	NAPA AUTO PARTS	576170 88680	1,029.33
134984	08/26/26	Reconciled		09/01/26	4481	O'REILLY	2687-235613 88685	566.38
134985	08/26/26	Reconciled		08/31/26	079	ONE SOURCE DISTRIBUTORS	S008407008.001 88689	44.05
134986	08/26/26	Reconciled		09/08/26	9177	PATTY KOPKA	REFUND- TFF APPLICATION 89856	100.00
134987	08/26/26	Reconciled		09/03/26	9163	PNC EQUIPMENT FINANCE	2588297 89232	134,708.26
134988	08/26/26	Reconciled		09/01/26	2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 SEPT 2026 89239	6,563.85
134989	08/26/26	Reconciled		09/01/26	2642	R & K AIR CONDITIONING	54497 88661	270.00
134990	08/26/26	Reconciled		08/31/26	694	REXEL OF AMERICA, LLC	S141265302.004 89297	59.54
134991	08/26/26	Reconciled		08/31/26	3526	RSD	3357118-00 88683	3,081.91
134992	08/26/26	Reconciled		09/02/26	957	SC FUELS	IN-0000413366 89823	2,156.97
134993	08/26/26	Reconciled		09/03/26	8949	SEWERAI CORP	2026-774-1 89825	916.48
134994	08/26/26	Reconciled		09/01/26	9166	SIRCHIE LLC	0750433-IN 897002	641.86
134995	08/26/26	Reconciled		09/02/26	135	SOCALGAS	420 S IMPERIAL 7/13-8/12/26 89835	66.51
134996	08/26/26	Reconciled		09/01/26	334	SPRAGUE'S SPORT'S & RV, INC.	670256 89715	2,342.73
134997	08/26/26	Reconciled		09/01/26	7189	SUMMIT SAFETY LLC	HINV056902 88993	1,260.56
134998	08/26/26	Reconciled		08/31/26	1265	SUPERIOR READY MIX CONCRETE LP	97310201 88547	977.17
134999	08/26/26	Reconciled		08/31/26	1239	THE SHERWIN-WILLIAMS CO.	7273-2 8/17/26 88350	21.32
135000	08/26/26	Reconciled		08/27/26	8681	THOMAS GARCIA	8/9/26 - 8/14/26 KEYS COURSE	337.50
135001	08/26/26	Reconciled		09/03/26	7708	TUCKER MINI STORAGE	SEPTEMBER 2026- UNIT 425 89853	270.00
135002	08/26/26	Reconciled		08/31/26	8965	TURBO DATA SYSTEMS INC	49365 89720	352.49
135003	08/26/26	Reconciled		09/01/26	6883	ULINE	211472250 89701	2,584.44
135004	08/26/26	Reconciled		09/01/26	9097	USALCO LLC	910244181 89378	12,459.46
135005	08/26/26	Printed			9174	VICKI HEGER	9412-0008/636 W LEE	102.22
135006	08/26/26	Reconciled		08/31/26	8677	VICTOR MORALES	REFUND-ENCROACHMENT PERMIT 89324	161.05
135007	08/26/26	Reconciled		09/01/26	1568	WEBB AND ASSOCIATES	ARIV0013662 89820	7,881.06
135008	08/26/26	Reconciled		09/02/26	1968	WESTAIR GASES & EQUIPMENT	0012273833 88670	79.69
135142	09/01/26	Printed			9171	ABIGAIL MATURINO INIGUEZ	SCHOLARSHIP 6/12 - 8/14/26 89633	2,000.00
135143	09/01/26	Reconciled		09/08/26	5956	AMAZON CAPITAL SERVICES	1CWN-NMW4-WYYW 89679	382.35
135144	09/01/26	Reconciled		09/08/26	7158	BLUETARP FINANCIAL, INC.	A25740 88677	21.64
135145	09/01/26	Reconciled		09/08/26	8296	BRAWLEY ANALYTICAL, INC.	002248 88571	479.00

Check Register Report

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Date: 09/10/2026

Time: 10:38 am

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CITY OF IMPERIAL

BANK: US BANK

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135148	09/01/26	Reconciled		09/03/26	517	DYNAMIC CONSULTING ENGINEERS	393025.01 89343	53,910.00
135149	09/01/26	Reconciled		09/09/26	207	EL CENTRO MOTORS	5256017 89727	331.91
135150	09/01/26	Reconciled		09/02/26	2106	FABIAN SANCHEZ	9/2/26 RCAC TRAINING	64.50
135151	09/01/26	Reconciled		09/02/26	4552	FERNANDO VIESCA	9/2/26 RCAC TRAINING	64.50
135152	09/01/26	Reconciled		09/02/26	4552	FERNANDO VIESCA	9/3/26 RCAC TRAINING	64.50
135153	09/01/26	Reconciled		09/01/26	8771	FRANK GONZALEZ	9/2/26 RCAC TRAINING	64.50
135154	09/01/26	Reconciled		09/08/26	9182	GASPAR LOPEZ	9/2/26 RCAC TRAINING	64.50
135155	09/01/26	Reconciled		09/08/26	9182	GASPAR LOPEZ	9/3/26 RCAC TRAINING	64.50
135156	09/01/26	Printed			480	IMPERIAL COUNTY ASSESSOR.	2551 89683	218.31
135157	09/01/26	Reconciled		09/09/26	3187	IMPERIAL TRUSS & LUMBER CO.	B87579 88355	1,207.02
135158	09/01/26	Printed			2099	IMPERIAL VALLEY OCCUPATIONAL M	5742 89900	867.72
135159	09/01/26	Reconciled		09/08/26	5033	INFO SEND INC.	316553 89240	6,722.84
135160	09/01/26	Reconciled		09/08/26	9178	INSIGHT PUBLIC SECTOR INC	11339240 89663	1,819.00
135161	09/01/26	Reconciled		09/08/26	8257	JAVIER RENTERIA	9/2/26 RCAC TRAINING	64.50
135162	09/01/26	Reconciled		09/08/26	2901	KIMBALL MIDWEST	104756174 88352	816.37
135163	09/01/26	Reconciled		09/08/26	1996	LEE TIRE CO.	414037 89726	303.40
135164	09/01/26	Reconciled		09/09/26	9175	MANGO LANGUAGES	INV019338 89618	2,500.00
135165	09/01/26	Reconciled		09/08/26	079	ONE SOURCE DISTRIBUTORS	S008368660.001 88570	1,552.12
135166	09/01/26	Reconciled		09/08/26	219	PADRE USA	16035773 88558	231.77
135167	09/01/26	Printed			8840	PRESTIGE CHEMICAL PRODUCTS LLC	02-01085 88354	703.79
135168	09/01/26	Printed			3526	RSD	3357340-00 88690	37.01
135169	09/01/26	Reconciled		09/09/26	8218	RUBEN GUTIERREZ	9/3/26 RCAC TRAINING	64.50
135170	09/01/26	Reconciled		09/08/26	7189	SUMMIT SAFETY LLC	HINV054440 89841	3,389.28
135173	09/01/26	Reconciled		09/08/26	615	VALLEY PEST SERVICES, INC	14365009	1,365.00
135174	09/01/26	Reconciled		09/09/26	2081	VESTIS GROUP, LLC	AUGUST 26, 2026	3,401.82
135175	09/01/26	Reconciled		09/08/26	9181	VICTOR NUNEZ	9121-0093/331 MORONGO	63.97
135176	09/01/26	Reconciled		09/08/26	5674	WAGEWORKS, INC	INV9360794 AUG 2026 89904	167.20
Total Checks: 122							Checks Total (excluding void checks):	2,298,716.48
Total Payments: 122							Bank Total (excluding void checks):	2,298,716.48
Total Payments: 122							Grand Total (excluding void checks):	2,298,716.48

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

July 15, 2026

Mayor Obeso-Martinez called the meeting to order at 6:02 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Tucker, Mayor Pro-Tem Mendoza, and Mayor Obeso-Martinez.

PUBLIC COMMENTS FOR AGENDA ITEMS ONLY: There were none.

CITY COUNCIL CONVENES INTO CLOSED SESSION: The City Council convened into closed session at 6:02 p.m. Council returned to open session at 6:15 p.m. and, seeing no public comments, returned to closed session at 6:15 p.m.

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code §54956.9(d)(1).) City of Imperial v. County of Imperial and Imperial Valley Computer Manufacturing, LLC, Imperial County Superior Court Case ECU 004457

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

- I. Initiation of Litigation pursuant to California Government Code section 54956.9(c): 1 Potential Case and
- II. Significant exposure to litigation G.C §54956.9 (d)(2): 2 Potential Cases

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e)) Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6 Agency Representatives: City Manager Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

PUBLIC EMPLOYEE APPOINTMENT G.C. §54957

Title: City Attorney

ADJOURNMENT: The City Council adjourned Closed Session at 7:03 p.m. and resumed the meeting in Open Session.

MINUTES

Regular Meeting of the Imperial City Council

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

July 15, 2026

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Pro-Tem Mendoza called the meeting to order at 7:04 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Tucker, Mayor Pro-Tem Mendoza, Mayor Obeso-Martinez

PLEDGE OF ALLEGIANCE: Robert Shields led the Pledge of Allegiance.

ADJUSTMENTS TO THE AGENDA: There were none.

CITY ATTORNEY REPORT ON CLOSED SESSION: City Attorney reported that direction was given on Anticipated Litigation. No reportable action on Employee Evaluation and Existing Litigation. The Public Employee Appointment was discussed in closed session and remains an open item.

PUBLIC COMMENT:

Isaiah Gonzales was present for public comments regarding staff.

Michal Lankford was present for public comment regarding employment.

A. PRESENTATIONS:

A.1. Presentation by the Imperial Valley 9/11 Stair Climb Committee.

B. CONSENT AGENDA:

B.1. Approval of Warrants Report.

B.2. Approve City Council Minutes for the Special Meetings of March 25, 2026, December 11, 2025, November 5, 2026, and Regular meetings of April 1, 2026, April 15, 2026, May 20, 2026, and June 3, 2026.

B.3. Acceptance of Cannabis Tax Fund Grant Program Award

B.4. Recommendation to return late Claim CJP 3056823 Bonillas, as recommended by Athens.

Moved by Amparano, seconded by Burnworth, to approve the consent agenda.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: None
MOTION CARRIES: 5-0

C. PUBLIC HEARING (DISCUSSION/ACTION):

- C.1.** Approve Urgency Ordinance No. 835 extending Interim Urgency Ordinance No. 834, approving a Temporary Moratorium.

Presenter: Othon Mora, Community Development Director

Recommended Action: Approve Urgency Ordinance No. 835, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL EXTENDING INTERIM URGENCY ORDINANCE NO. 834 ESTABLISHING A TEMPORARY MORATORIUM ON APPROVAL, ESTABLISHMENT, OR OPERATION OF CERTAIN HIGH-ENERGY INDUSTRIAL, TECHNOLOGY, AND UTILITY-SUPPORTING USES WITHIN THE CITY OF IMPERIAL PURSUANT TO GOVERNMENT CODE SECTION 65858 and extending Interim Urgency Ordinance No. 834 for an additional ten (10) months and fifteen (15) days pursuant to California Government Code Section 65858, while the City studies potential zoning regulations and development standards.

Mayor Pro Tem Mendoza opened the public hearing at 7:23 p.m. Othon Mora, Community Development Director, presented the staff report. Public comments were provided by Cori Schumacher, IBEW 569; Sean Ellis, Political Director Plumbers and Pipefitters; Renee Felix, I.C. Building & Construction Trade Council; Tony Sanchez, Local Union 1399; Diego Espinoza, Local Union 1399; Fabiola Moreno, IBEW 569; David Zepdeda Local Union 1399, Hector Mesa, and Andy Schwartz, President ICBCTC. They addressed concerns about union employment and the benefits a data center would bring. Mayor Pro Tem Mendoza closed the public hearing at 7:52 p.m.

Moved by Burnworth, seconded by Tucker, to approve Ordinance No. 835.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

D. ACTION ITEMS (DISCUSSION/ACTION):

- D.1.** Approval of Resolution 2026-53, adopting the project list for Fiscal Year 2026-27 funded by SB1.

Presenter: Othon Mora, Community Development Director

Recommended Action: Approve Resolution 2026-53, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-53 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

Moved by Obeso-Martinez, seconded by Amparano, to approve Resolution 2026-53.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

D.2. Review and Approve Revised by-laws of the Library Board of Trustees for Imperial Public Library.

Presenter: Ember Haller, Library Manager

Recommended Action: Staff recommends that the City Council review and approve the revised changes to the Library Board bylaws.

Moved by Amparano, seconded by Burnworth, to review and approve the changes revised to the Library Board bylaws.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

D.3. Approval of Agreement Between City of Imperial and Aleshire & Wynder, LLP for City Attorney Legal Services.

Presenter: Dennis H. Morita, City Manager

Recommended Action: Staff recommends the City Council approve the agreement between City of Imperial and Aleshire & Wynder, LLP for City Attorney Legal Services.

Under government code 54953, City Attorney Turner reported the total pay of \$18,000 per month for 60 hours, a total of \$216,000 per year, and no fringe benefits.

Moved by Obeso-Martinez, seconded by Amparano, to approve the agreement between City of Imperial and Aleshire & Wynder, LLP for City Attorney Legal Services.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIES: 5-0

D.4. Appointment to the Library Board of Trustees to fill an unscheduled vacancy.

Presenter: Dennis H. Morita, City Manager

Recommended Action: Reappoint Magdalena Altamirano to a three-year term and appoint one of the two applicants to fill an unscheduled vacancy with a term ending on June 30, 2027.

Moved by Burnworth, seconded by Obeso-Martinez, to reappoint Magdalena Altamirano to a new term and Jennifer Godoy-Rodriguez to fill the unscheduled vacancy.

AYES: Amparano, Burnworth, Tucker, Mendoza, Obeso-Martinez
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

E. REPORTS:

- Department heads reported on their activities since the last city council meeting.
- City Manager Report: None
- The Mayor and Council members reported on their activities since the last city council meeting and upcoming events.

ADJOURNMENT: Seeing no further business before the Council, Mayor Pro-Tem Mendoza adjourned this meeting at 8:15 p.m. until the next council meeting on August 5, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 16th day of September 2026.

KRISTINA SHIELDS,
City Clerk



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

September 1, 2026

Governor Gavin Newsom
State Capitol
Sacramento, CA 95814

**SB 675 (Padilla) – Sponsor
Request for Signature**

Dear Governor Newsom,

The City of Imperial is pleased to sponsor SB 675 (Padilla), a measure related to clean air in the Imperial Valley and respectfully requests your signature on the measure.

Residents of the Imperial Valley continually deal with poor air quality. As ranked by the American Lung Association, the Imperial Valley receives an “F” grade for ozone as well as an “F” grade for 24-hour particle pollution and ranks in the top 15 metro areas nationwide in these categories. Additionally, Fresno and Imperial Counties consistently record the highest asthma rates in the state. Fresno has the highest pediatric asthma emergency rates, while Imperial County frequently tops both lifetime and current asthma prevalence metrics. This poor air quality directly impacts the residents of the City of Imperial.

Attempting to get information about the sources of this high pollution is difficult, and residents feel disconnected from oversight of pollution sources given the current structure of the Imperial County Air Pollution Control District (ICAPCD) Board. SB 675 proposes to restructure the ICAPCD to address these concerns by including a broader representation of community interests on the ICAPCD Board. This measure will ensure greater accountability and public access to information by requiring the ICAPCD to post critical pollution information on its website in a manner that is easily accessible by the public.

Specifically, SB 675 will restructure the governing board of the ICAPCD from the current makeup of 5 county supervisors and replace it with 11 board members representing the county, cities in the valley, and community members that have relevant expertise – 1 county representative, 5 city representatives, a representative with a medical background, a representative with an environmental justice background, a representative with an understanding of labor issues and worker health and safety, a representative from an irrigation district, and a representative with a background in commercial agricultural commodity production. All

members will need to be residents of the County. SB 675 also addresses transparency issues by requiring the district to post to its website information on all current permits, pending applications, as well as enforcement actions.

Amendments were taken to remove opposition from agricultural interests, reduce the administrative burden and costs associated with public posting of information, and added an additional seat to the governing board.

As a region that is severely impacted by poor air quality, the Imperial Valley needs an air district that is open and transparent and provides a broad spectrum of representation to improve air quality for the region's residents. For these reasons, the City of Imperial urges your signature on SB 675.

Sincerely,



Ida Obeso-Martinez
Mayor, City of Imperial



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

September 8, 2026

Governor Gavin Newsom
State Capitol
Sacramento, CA 95814

**Senate Bill 886: Ratepayer and Technological Innovation Protection Act
Request for Signature**

Dear Assembly Member Bryan,

On behalf of the City of Imperial, I am pleased to offer our strong support of SB 886 which would require the PUC to develop a tariff for those that meet certain requirements and respectfully request your signature on the measure.

The City of Imperial is a rapidly growing community at the heart of the Imperial Valley. As a regional hub for critical infrastructure and facilities, including the Imperial County Airport, the Imperial Irrigation District, and the Imperial Valley Expo, home to the California Mid-Winter Fair & Fiesta. Imperial depends on a reliable, affordable, and forward-looking energy system. With a population of just over 22,000 residents and ranking among the top ten fastest-growing cities in California, while also being recognized as one of the safest, the City has a strong interest in policies like SB 886 that protect ratepayers, support responsible growth, and ensure energy infrastructure investments are equitable and sustainable.

The AI boom is powered by massive data centers which consume large amounts of energy and water 24/7. This puts an enormous strain on the electrical grid and requires massive investments into transmission infrastructure. Many states are seeing the surging demand for energy from data centers which are forcing them to increase the energy supply as quickly as possible, often utilizing fossil fuel power plants to meet the demand. The Department of Energy reports data centers are expected to consume 12% of total US electricity by 2028, nearly three times the 2023 electricity demand of 4.4%.

These high energy demands strain California's aging transmission grid and threaten California's aggressive clean energy and climate goals. Incentivizing clean energy adoption and establishing a special rate structure in this rapidly growing space is necessary to protect ratepayers from footing the bill as utilities are racing to build transmission infrastructure. Moreover, a report by

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WWW.CITYOFIMPERIAL.ORG

Wood MacKenzie in the New York Times found large energy users did not pay enough to cover the full cost of interconnection, other customers had to make up for it. The current rapid buildout of data centers along with innovations in energy efficiency increase the possibility that data centers shut down early. PJM, the grid operator for much of the east coast has seen the average energy bill to jump 5% in a year. Three PJM states, one of which is Virginia, the state with the highest concentration of data centers, saw rates rise 11-16%. Without protections, other ratepayers will be forced to pay for their cost of interconnection. California must take steps to protect ratepayers from bearing the brunt of the financial burden.

SB 886 would require the Public Utilities Commission (PUC) to establish a special tariff to protect other ratepayers from transmission costs that supply large load customers. City of Imperial finds that SB 886 promotes fairness, grid reliability, and responsible development by ensuring that large energy users bear the true costs of the infrastructure required to serve them. By preventing cost shifts onto residential customers, small businesses, and local governments, the bill protects ratepayer equity, particularly in rural and disadvantaged communities that often host transmission infrastructure without receiving proportional benefits. Establishing a clear tariff and interconnection framework provides greater planning certainty for utilities, reduces the risk of stranded assets from speculative or short-lived projects, and strengthens long-term grid reliability.

For these reasons, SB 886 (Padilla) would further the City of Imperial's goal of promoting equitable infrastructure investment, protecting local ratepayers, and supporting California's clean energy initiative, and we respectfully request your signature on the measure.

Sincerely,



Ida Obeso-Martinez

Mayor

City of Imperial



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

September 8, 2026

Governor Gavin Newsom
State Capitol
Sacramento, CA 95814

**Senate Bill 887 (Padilla) Good Neighbor Data Centers Leadership Project
Request for Signature**

Dear Governor Newsom:

On behalf of the City of Imperial, I am pleased to offer our strong support of SB 887 and respectfully request your signature on the measure. SB 877 which would clarify that data centers are not ministerial projects exempt from CEQA and allow data centers to be eligible for Environmental Leadership Development Project (ELDP) certification if it meets the criteria as well as some additional requirements specific to data centers regarding water use, clean energy, and paying full infrastructure costs.

The City of Imperial is a rapidly growing community at the heart of the Imperial Valley. As a regional hub for critical infrastructure and facilities, including the Imperial County Airport, the Imperial Irrigation District, and the Imperial Valley Expo, home to the California Mid-Winter Fair & Fiesta. The City has a strong interest in responsible development that supports economic growth while protecting public health, natural resources, and community well-being.

The AI boom is powered by massive data centers which consume large amounts of energy and water 24/7. Many states are seeing the surging demand for energy from data centers which are forcing them to increase the energy supply as quickly as possible, often utilizing fossil fuel power plants to meet the demand. The Department of Energy reports data centers are expected to consume 12% of total US electricity by 2028, nearly three times the 2023 electricity demand of 4.4%.

Data centers run 24/7, requiring backup generators in the event of a power outage. The backup generators often utilize diesel or other fossil fuels, estimated to create public health costs of more than 5.4 billion dollars from air pollution, linking these facilities to cancer, asthma, and other health issues. Between the years 2019 and 2023, the healthcare costs of data centers surged from 44.68 to 155.44 million. Unless these data centers utilize clean energy, the public health impacts of data centers will dramatically increase.

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WWW.CITYOFIMPERIAL.ORG

Data centers also need large amounts of water to cool the systems and prevent overheating. While waterless methods for cooling exist, the industry is not adopting waterless cooling due to energy costs. Developers have focused siting data centers where they can get the fastest interconnection and cheapest electricity rate, and water usage has not been a central consideration. In California, researchers found water consumption by data centers doubled between 2019-2023, equaling 49.9 billion liters. The water shortages caused by data center development is being felt across the US and exacerbates drought conditions, and these issues will continue as 40% of new data centers are located in areas of high or extremely high water stress. Absent rational standards, the rapid expansion of data centers presents one of the nation's largest energy and environmental challenges.

SB 887 would state data centers are not ministerial projects exempt from CEQA and do not qualify as an advanced manufacturing facility. The City finds that SB 887 provides clarity and consistency for local governments by establishing clear standards for how data centers are reviewed and approved, reducing uncertainty and litigation risk while preserving meaningful environmental oversight. By affirming that data centers are subject to CEQA review yet offering an expedited pathway for projects that meet higher environmental performance standards, the bill encourages responsible development without sacrificing public health or environmental protections. This balanced approach ensures that economic growth proceeds in a manner that is transparent, sustainable, and aligned with California's long-term energy, water, and climate objectives.

For these reasons, SB 887 (Padilla) would further the City of Imperial's goal of promoting responsible economic development, safeguarding limited water resources, protecting public health, and ensuring that growth does not come at the expense of local communities, and we are proud to support SB 887 (Padilla)/and encourage your signature on the measure.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ida Obeso-Martinez".

Ida Obeso-Martinez
Mayor
City of Imperial



City Council **STAFF REPORT**

Document ID: 2026-496

Category: Consent Item

Department: Finance

Department Head: Victor Manriquez, Finance Director

Meeting Date: September 16, 2026

SUBJECT:

AUTHORIZATION TO DESTROY ACCOUNTS PAYABLE RECORDS, ACCOUNTS RECEIVABLE RECORDS, UTILITY BILLING DAILY TRANSACTIONS, AND PAYROLL REPORTS FROM JULY 1, 2015, TO JUNE 30, 2022, IN COMPLIANCE WITH THE CITY'S CURRENT RECORDS RETENTION SECTIONS FIN-013, FIN-014, FIN-036, AND FIN-038.

BACKGROUND:

The Finance Department is requesting authorization to destroy accounts payable records, accounts receivable records, utility billing daily transactions, and payroll reports from July 1, 2015, to June 30, 2022, as per the record retention policy, sections FIN-013, FIN-014, FIN-036, and FIN-038.

FISCAL IMPACT:

Approximately \$2,800 for Stericycle, Inc. services for 190 boxes.

REQUESTED ACTION:

Staff recommends approval to destroy accounts payable records, accounts receivable records, utility billing daily transactions, and payroll reports from July 1, 2015, to June 30, 2022.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Records destruction



ADMINISTRATIVE SERVICES
DEPARTMENT

DIRECTOR
Victor Manriquez

FINANCE MANAGER
Diana Quintana

MEMORANDUM

Date	September 8, 2026
To:	Dennis Morita, City Manager
From:	Diana Quintana, Finance Manager
RE:	Request to Purge Records

Mr. Morita,

After reviewing the documentation and files at the Finance Department storage, I am seeking authorization from City Attorney and City Manager to move forward and request City Council approval for the destruction of the following records:

Accounts Payable
FY 20-21, 19-20, 18-19, 17-18, 16-17, 15-16

Accounts Receivable
FY 20-21, 19-20, 18-19, 17-18, 16-17, 15-16

Payroll Timecards and Reports
FY 20-21, 19-20, 18-19, 17-18, 16-17, 15-16

Utility Billing Daily Transaction Reports
FY 21-22, 20-21, 19-20, 18-19, 17-18, 16-17

Sincerely,

Diana Quintana
Finance Manager



City Council **STAFF REPORT**

Document ID: 2026-543
Category: Consent Item

Department: Public Services

Department Head: Jenell Guerrero, Interim Public Services Director

Meeting Date: September 16, 2026

SUBJECT:

APPROVE FOURTH AMENDMENT TO AGREEMENT WITH ALLIED WASTE TRANSPORTATION, INC., DBA REPUBLIC SERVICES FOR STREET SWEEPING SERVICES

BACKGROUND:

The City's existing contract with Republic Services/SCA for street sweeping services expired on August 31, 2026. Staff is requesting City Council approval to extend the street sweeping services contract through December 31, 2026, with a revised scope of services and corresponding adjustment to the monthly service payment.

Under the revised scope, Republic Services/SCA will provide street sweeping services on Mondays in accordance with the current schedule, while the City will be responsible for the remaining street sweeping services. In consideration of the reduced scope of services, the monthly contract payment will be reduced to \$6,900 per month. The proposed extension will provide continued street sweeping services through December 31, 2026, and will not automatically renew upon expiration.

FISCAL IMPACT:

\$6,900/month under account 08-320-5210

REQUESTED ACTION:

Approve the Fourth Amendment to extend the street sweeping services contract through December 31, 2026, with a revised scope of services and reduced monthly contract cost.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Fourth Amendment - Street Sweeping (Republic-SCA)

FOURTH AMENDMENT TO THE AGREEMENT

This Fourth Amendment to the Franchise Agreement (this “Amendment”) is made and entered into effective September ____, 2026 (the “Amendment Effective Date”) by and between Allied Waste Transportation, Inc. dba Republic Services of Imperial (“Contractor”), and the City of Imperial, California (“City”) (referred herein as a “Party”, and collectively as the “Parties”).

RECITALS

A. The City of Imperial is a general law city within the meaning of the California Constitution and has reserved its power pursuant to California Public Resources Code Section 40000 et seq. to grant an exclusive Solid Waste and Recycling Franchise.

B. Contractor and City entered into that certain Franchise Agreement dated December 15, 2004, that was subsequently amended by Amendment No. 1 dated August 6, 2008, Amendment No. 2 dated September 1, 2014, and Amendment No. 3 dated May 1, 2020 (collectively referred to as the “Agreement”).

C. Pursuant to the Agreement Contractor agree to perform certain solid waste services for the City.

D. City and Contractor are currently negotiating an amended and restated agreement however, the current Agreement is scheduled to terminate August 31, 2026. The Parties agree that this updated amended and restated agreement will not be completed by August 31, 2026 and they agree to extend the term to the end of the year to complete negotiations.

E. City and Contractor now desire to enter into this Fourth Amendment to the Agreement to extend the term of the Agreement to negotiate a new amended and restated agreement as more fully set forth below.

AGREEMENT

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Term. The Parties are in the process of negotiating an updated amended and restated agreement and need additional time to complete those negotiations as the current Agreement is schedule to terminate August 31, 2026. To that end, the Parties agree to extend the term of the agreement until December 31, 2026.

2. Street Sweeping. Pursuant to Amendment 2, Contractor provides Street Sweeping Services on Mondays and Fridays for the City. Effective September 1, 2026, The City will take over a portion of the street sweeping and will provide the street sweeping on Fridays. Contractor will continue providing street sweeping services on Mondays at a rate of \$6,900 per month. A map of the street sweeping routes is attached hereto and incorporated by reference.

3. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.

4. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

**Allied Waste Transportation, Inc.
dba Republic Services of Imperial**

City of Imperial, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

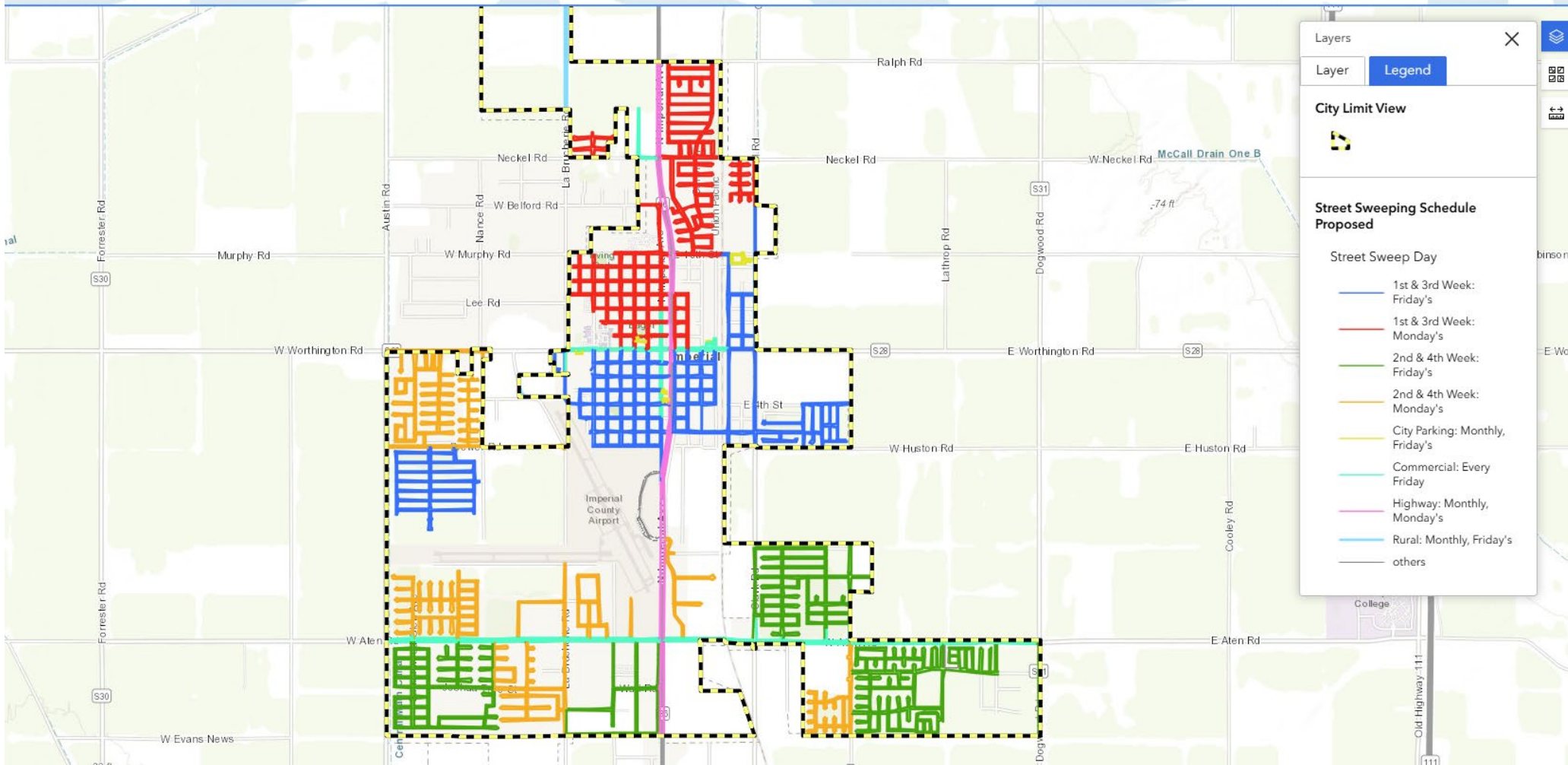
Title: _____

Date: _____

Date: _____

Street Sweeping Map

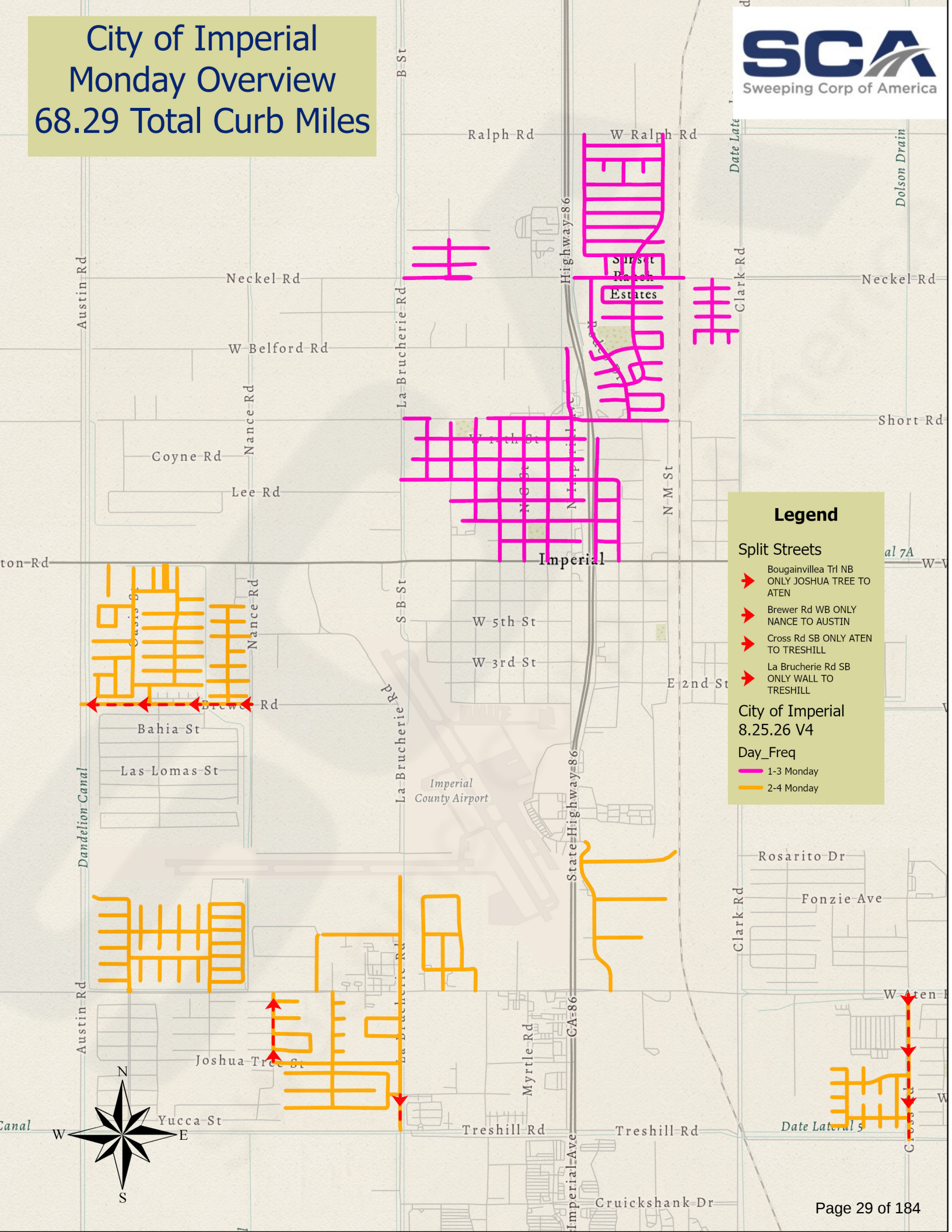
Street Sweeping Schedule Map



REVISED SERVICES (Shared)

- Republic/SCA to cover **RED** and **ORANGE** areas
- City to cover remaining areas (**Blue, Green, Yellow, Teal, Pink, Light Blue, and other**)

City of Imperial Monday Overview 68.29 Total Curb Miles





City Council **STAFF REPORT**

Document ID: 2026-474

Category: Consent Item

Department: Human Resources

Department Head: Kristen Smith, Human Resources Director

Meeting Date: September 16, 2026

SUBJECT:

**ADOPT RESOLUTION NO. 2026-54, AMENDING THE CITY OF IMPERIAL'S
CONFLICT OF INTEREST CODE AND THE LIST OF DESIGNATED EMPLOYEES.**

BACKGROUND:

The Political Reform Act requires local agencies to adopt a Conflict of Interest Code. This code designates individual positions that make or participate in the making of government decisions and are required to file the Fair Political Practices Commission (FPPC) Form 700, which discloses financial interests they may have within the City of Imperial. State law also requires the City of Imperial to conduct a biennial review of its Conflict of Interest Code and make revisions as appropriate. After review, it was determined that the list of designated employees needs to be updated.

FISCAL IMPACT:

There is no fiscal impact.

REQUESTED ACTION:

Approve to adopt Resolution No. 2026-54, amending the City of Imperial's Conflict of Interest Code and the list of designated employees.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Resolution No. 2026-54 Amended Conflict of Interest Code
2. COI 2026 Update 09-02-2026
3. 2026 Local Agency Biennial Notice

RESOLUTION NO. 2026-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL, CALIFORNIA, AMENDING ITS CONFLICT OF
INTEREST CODE AND THE LIST OF DESIGNATED
EMPLOYEES**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et seq., requires every state or local government agency to adopt a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has indicated that public officials and designated employees should be designated filers in agency Codes because their positions entail the making or participating in the making of governmental decisions which may foreseeably have a material effect on financial interests; and

WHEREAS, the Political Reform Act of 1974 requires the periodic review and amendment to Local Conflict of Interest Codes, when changed circumstances so require; and

WHEREAS, City staff has conducted the biennial review of the City's Conflict of Interest Code as required by law, and recommends amendments to the Code to reflect the new positions within the City that have resulted from the subsequent reclassification or elimination of positions as a result of the City's substantial reorganizational efforts since the last biennial review in 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL
DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:**

SECTION 1. The amended Conflict of Interest Code attached hereto, incorporating by reference the terms of Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission and the attached Appendix, in which officials and employees are designated, and disclosure categories are set forth, is hereby adopted as the Conflict of Interest Code for the City of Imperial.

SECTION 2. The provisions of all Conflict of Interest Codes and amendments thereto previously adopted for the City of Imperial are hereby superseded.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 16th day of September, 2026.

IDA OBESO-MARTINEZ,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2026-54 was duly adopted at a meeting of the City Council of said City at its meeting held on the 16th day of September, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 16th day of September, 2026.

KRISTINA SHIELDS,
City Clerk

CITY OF IMPERIAL CONFLICT OF INTEREST CODE

Amended September 16, 2026

The Political Reform Act (Government Code Section 8100, et. seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices (FPPC) to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the City of Imperial.

Individuals holding designated positions shall file their statements with the City Clerk's Office, which will retain the statements and make the statements available for public inspection and reproduction. (Government Code Section 81088).

Making a governmental decision means the person:

- Votes on a matter
- Appoints a person
- Obligates or commits his or her agency to any course of action
- Enters into any contractual agreement on behalf of his or her agency.

Participating in the making of a decision means the person:

- Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision
- ' Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

Consultant means an individual who, pursuant to a contract with a local government agency, makes a governmental decision whether to:

- Approve a rate, rule, or regulation
- Adopt or enforce a law
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, or similar authorization or entitlement
- Grant agency approval to a contract that requires agency approval and in which the agency is a party or to the specifications for such a contract
- Grant agency approval to plan, design, report, study, or similar item
- Adopt or grant agency approval of policies, standards, or guidelines for the agency or for any subdivision thereof

APPENDIX A

CITY OF IMPERIAL CONFLICT OF INTEREST CODE DESIGNATED POSITIONS

The following officials shall file periodic statements disclosing certain economic interests, commonly referred to as "700 Forms", with the Fair Political Practices Commission as required by California Government Code section 87200-87210:

Mayor
Council Members
City Manager
City Attorney
Finance Director
Planning Commission, Traffic Commission Member
Candidate for Election Office

The positions listed below constitute the list of designated positions required by the City of Imperial Conflict of Interest Code (2 Cal. Code of Regs. Section 18730). The individual occupying each position is deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Appendix B.

Where "Full Disclosure" is indicated, it implies that the disclosure categories are 1,2,3,4 and 5.

POSITION	DISCLOSURE CATEGORY
Accountant	1
Assistant City Manager	Full Disclosure
Assistant to the City Manager	Full Disclosure
Assistant Planner	4 and 5
Associate Planner	4 and 5
Building Inspection and Code Enforcement Supervisor	4 and 5
Building Inspector I/II	4 and 5
Building Official	Full Disclosure
Code Enforcement Inspector I/II	4 and 5
Community Development Director	Full Disclosure
Community Development Project Manager	Full Disclosure

Construction Project Coordinator	Full Disclosure
Cybersecurity Program Manager	Full Disclosure
Engineering Technician I/II	Full Disclosure
Finance Manager	Full Disclosure
Fire Chief	Full Disclosure
Fleet and Facilities Supervisor	1, 2 and 3
Geographic Information Systems (GIS) Program Manager	Full Disclosure
Human Resources and Risk Management Director	1, 3 and 5
Information Technology Director	Full Disclosure
Library Grant Coordinator	1 and 3
Library Manager	2 and 3
Literacy Coordinator	1 and 3
Local Development and Operations Director	Full Disclosure
Local Development and Operations Manager	Full Disclosure
Parks and Recreation Director	Full Disclosure
Parks and Recreation Manager	Full Disclosure
Police Captain	Full Disclosure
Police Chief	Full Disclosure
Police Sergeant	1, 3 and 5
Public Services Director	Full Disclosure
Public Service Manager	1, 2 and 3
Public Services Supervisor	1, 2 and 3
Recreation/Special Events Coordinator	1 and 3
Senior Planner	4 and 5
Water Plant Chief Operator	1, 2 and 4
Wastewater Plant Chief Operator	1, 2 and 4

BOARDS AND COMMISSIONS	DISCLOSURE CATEGORY
Library Board of Trustees	Full Disclosure
Successor Agency to the Redevelopment Agency	Full Disclosure
Successor Housing Agency to the Redevelopment Agency	Full Disclosure

CONSULTANTS shall be designated on a case-by-case basis, depending upon the nature of their services.

APPENDIX B

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY 1 - Individuals holding positions requiring disclosure in this category shall disclose as follows:

- Interests in real property located within the jurisdiction including property located within a two miles radius of any property owned or used by the City.
- Investments, business positions, and sources of income from the type that the City is empowered to invest its funds or contract with the City to provide services, supplies, materials or equipment

DISCLOSURE CATEGORY 2 - Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which:

- Are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City, or those that manufacture or sell supplies, materials, machinery, or equipment of the type utilized by the City.

DISCLOSURE CATEGORY 3 - Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which:

- Are contractors or subcontractors engaged in the performance of work or services of the type utilized by the designated employee's department, or
- Which manufacture or sell supplies, materials, machinery, or equipment of the type utilized by the designated employee's department.

DISCLOSURE CATEGORY 4 — People holding positions requiring disclosure in this category shall disclose as follows:

- Investments, business positions, and sources of income of the type which engage in land development, construction or the acquisition or sale of real property.

DISCLOSURE CATEGORY 5 - People holding positions requiring disclosure in this category shall disclose as follows:

- Investments, business positions, and sources of income of the type which are subject to the regulatory, permit or licensing authority of the City.

2026 Local Agency Biennial Notice

Name of Agency: City of Imperial
Mailing Address: 420 S. Imperial Ave., Imperial, CA 92251
Contact Person: Human Resources Department Phone No. (760)355-3807
Email: HR@imperial.ca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov
FPPC Advice: advice@fppc.ca.gov (866.275.3772)
Page 1 of 1



City Council STAFF REPORT

Document ID: 2026-527
Category: Consent Item

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: September 16, 2026

SUBJECT:

AUTHORIZATION TO AMEND THE AUTHORIZED POSITION ALLOCATION SCHEDULE BY ADDING ONE (1.0 FTE) FULL-TIME POLICE OFFICER AS AN ELEMENTARY SCHOOL RESOURCE OFFICER (SRO) AND AUTHORIZE A BUDGET APPROPRIATION FUNDED BY THE BSCC PROPOSITION 64 GRANT (AGREEMENT NO. BSCC 1445-26).

BACKGROUND:

The Imperial Police Department currently operates with 24 sworn personnel, managing primary patrol coverage, investigation, and community policing across a rapidly expanding population of approximately 22,000 residents. While the Department currently maintains a full-time SRO at the high school level and a part-time SRO at the middle school level, there is no dedicated law enforcement officer assigned to the City's elementary schools.

Consequently, incidents at three elementary schools located within the City of Imperial have historically been managed strictly on a call-for-service basis. This reactive stance diverts patrol units from street operations and leaves campuses without regular, proactive engagement. Local administrators and officers have documented critical emerging challenges among young students, including behavioral health needs, trauma, bullying, family instability, and instances of cannabis/THC vaping identified in youth as young as nine years old.

To address this gap without impacting the General Fund, the Department submitted an application under the State of California Proposition 64 Public Health and Safety Grant Program (Cohort 4), administered by the Board of State and Community Corrections (BSCC). The City of Imperial was awarded \$792,781.00 in fully reimbursable, non-supplanting state grant funding under Project Purpose Area 1 (PPA 1: Public Safety/Enforcement).

On August 27, 2026, the City Council, through Resolution 2026-60, formally accepted the BSCC Proposition 64 Grant award (Agreement No. BSCC 1445-26). The action before Council tonight solely requests authorization to formally add the 1.0 FTE Police Officer position to the City's Authorized Position Allocation Schedule and establish the corresponding personnel expenditure appropriation for the current fiscal year.

The grant funds a 1.0 FTE Police Officer dedicated to rotating among Ben Hulse, T.L. Waggoner, and Cross Elementary Schools. This initiative establishes an early-intervention continuum that aligns with existing middle and high school safety efforts.

Operating under a trauma-informed, culturally responsive framework, the Elementary SRO focuses on three core pillars:

- **Safety Leader and Emergency Preparedness:** Collaborates with administrators to refine campus safety plans, conduct age-appropriate safety drills, monitor facilities, and provide immediate on-site command during critical incidents.
- **Educator and Substance Prevention:** Delivers structured, age-appropriate instruction addressing cannabis/THC health risks, vaping prevention, bullying, conflict resolution, and digital citizenship/internet safety.
- **Mentor and Multi-Disciplinary Resource Connector:** Fosters approachable, positive relationships with students and parents. The officer works closely with school student assistance teams, counselors, County Behavioral Health Services, Social Services, and Juvenile Probation to divert at-risk youth into supportive community resources rather than punitive measures.

FISCAL IMPACT:

The grant performance period spans July 1, 2026, through December 31, 2031 (66 months). All grant funds are allocated at 100% under PPA 1 (Public Safety/Enforcement) and reimbursed quarterly in arrears by the State Controller's Office. Grant expenditures must augment, not supplant, existing municipal funds.

- **Personnel Allocation (1.0 FTE Police Officer):** \$667,186.00 across the grant lifecycle
 - *First-Year Burdened Rate:* Base wage of \$40.55/hour plus 17% benefits (\$58.05 burdened rate), escalating at an assumed 5% annually across five operating years.
- **Operating & Direct Program Costs:** The remaining balance of the \$792,781.00 award supports mandatory BSCC grant training, travel, curriculum materials, and equipment.

Budget Appropriation:

- **FY 2026–27 Appropriation:** Approval of this item authorizes a budget appropriation of \$120,744.00 (\$58.05/hr × 2,080 hours) within the designated BSCC Prop 64 Special Revenue Fund.
- **Future Fiscal Years:** Subsequent annual personnel and operating costs will be incorporated directly into future annual budget adoptions throughout the grant term.
- **General Fund Impact:** \$0.

Long-Term Sustainability:

Because 100% of personnel expenses are covered by the BSCC award, there is zero impact on the City's General Fund over the five-year operational lifecycle. Prior to grant expiration, Police Administration and the City Manager's Office will review program evaluation outcomes with the School District to determine ongoing cost-sharing arrangements, identify successor grants, or absorb staffing through normal attrition.

REQUESTED ACTION:

Approve to Add One (1.0 FTE) Full-Time Police Officer as an Elementary School Resource Officer (SRO) and Authorize a Budget Appropriation Funded by the BSCC Proposition 64 Grant (Agreement

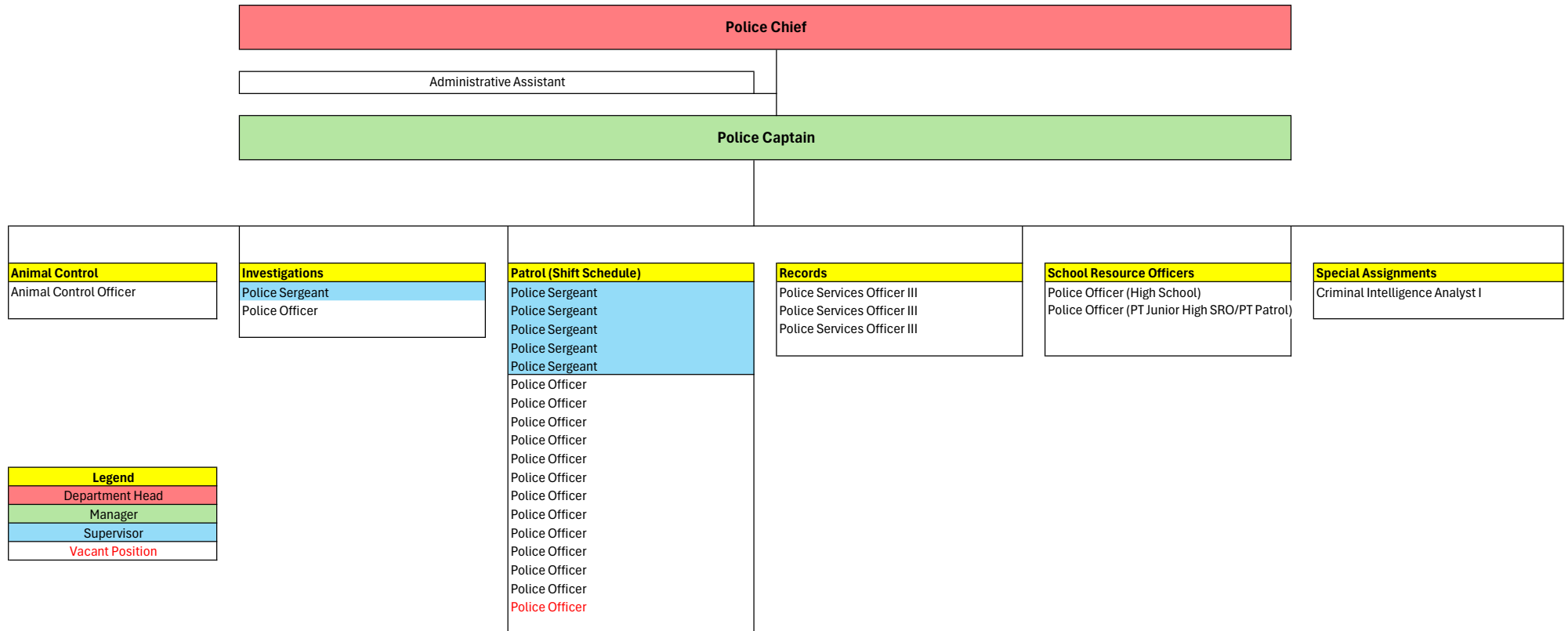
No. BSCC 1445-26).

CITY MANAGER RECOMMENDATION:

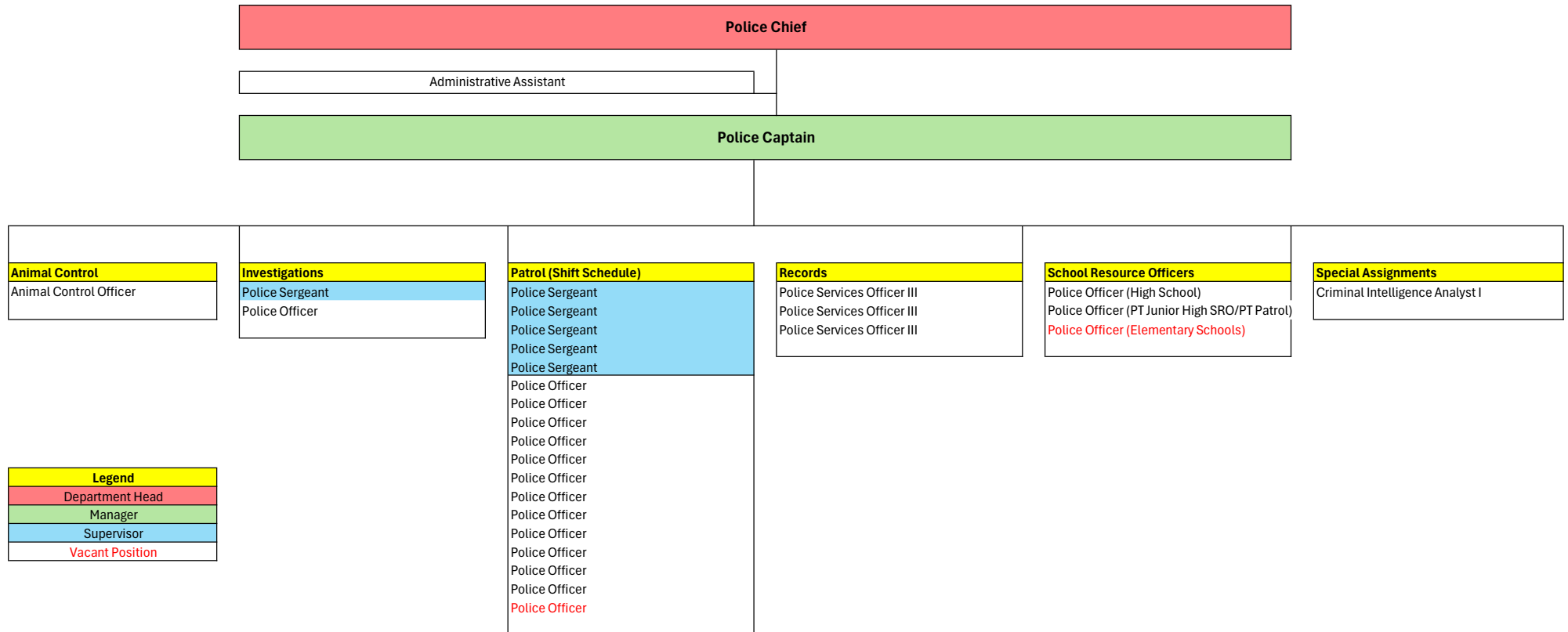
Attachments:

1. Police Department Organizational Charts - Current and Proposed
2. 2026 Prop 64 Grant Agreement - City of Imperial PD 1445-26

**City of Imperial
Police Department
Current Organizational Chart**



**City of Imperial
Police Department
Proposed Organizational Chart**



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.

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.	1. SRO	1. 7/1/26	1. 1/20/27
2. Collaborate with educators and staff to identify students who exhibit risk indicators or substance use symptoms.	2. Faculty	2. 1/21/27	2. 8/10/27
3. Offer workshops and resources to assist parents in identifying and addressing the use of cannabis by their children.	3. Parents	3. 8/11/27	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. Addiitonally 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) X			DATE



City Council **STAFF REPORT**

Document ID: 2026-494
Category: Agreement/Contract

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

APPROVE A CONTRACT RENEWAL WITH URBAN SDK FOR A THREE-YEAR TERM.

BACKGROUND:

Urban SDK provides data and technology services that assist the Imperial Police Department with traffic safety analysis, reporting, and data-driven enforcement efforts. The platform provides tools that allow staff to analyze traffic-related information, identify trends and areas of concern, and support the development and evaluation of traffic safety strategies.

The current agreement is due for renewal, and staff recommends continuing the City's partnership with Urban SDK for an additional three-year term. Continued use of the platform will allow the Police Department to maintain access to existing traffic data and analytical tools and support ongoing traffic safety initiatives.

Cost Break Down:

Year 1	September 1, 2026 – August 31, 2027	\$11,025
Year 2	September 1, 2027 – August 31, 2028	\$11,576
Year 3	September 1, 2028 – August 31, 2029	\$12,155
Total Three-Year Term		\$34,756

FISCAL IMPACT:

The total fiscal impact of the three-year agreement is \$34,756. Funding for the agreement will be provided through the March and Ash Cannabis Account. No General Fund expenditures are anticipated for this agreement.

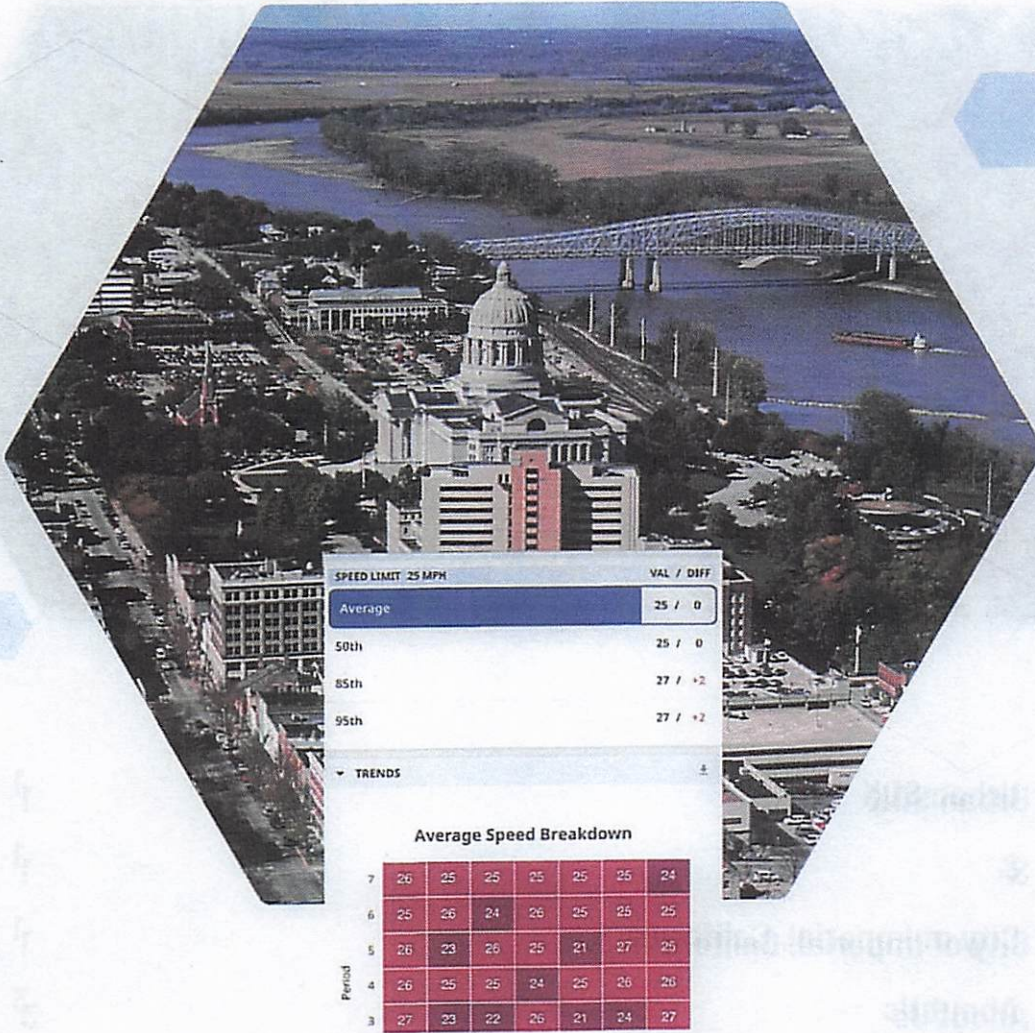
REQUESTED ACTION:

Approve the contract renewal for a three-year term.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Urban SDK



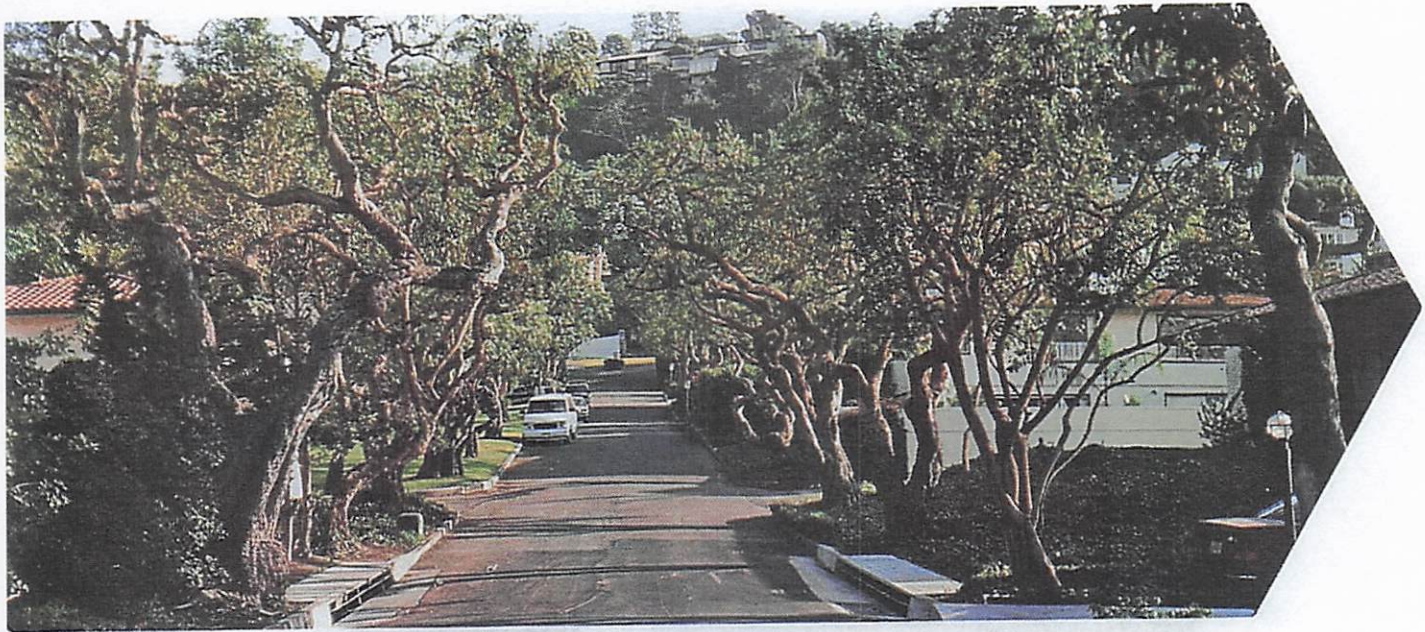
Urban SDK **&** **City of Imperial, California**

Prepared For:
 Aaron Reel
 City of Imperial, California

Page 1 of 12

Prepared By:
 Harold Park
 Urban SDK

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About Us

Urban SDK is a leading provider of geospatial AI solutions, equipping public leaders with actionable insights and automation for mission-critical decisions. Established in 2018 and headquartered in Jacksonville, Florida, Urban SDK is the only platform on the market that provides a comprehensive System of Action to state and local governments. Our team of military veterans, engineers, scientists, policymakers, and entrepreneurs are all committed to the same unified vision: easing the burdens of community leaders through innovation.

Our System of Action unifies data, workflows, and AI so local governments can break free from technical debt and respond to changing conditions at scale. In doing so, Urban SDK's approach delivers measurable ROI to each of our customers, enabling agencies to recapture time, budget and precision in order to accelerate projects, refine resource allocations and respond more quickly to their constituents.

Our partners throughout North America leverage Urban SDK to help:

- Replace manual data collection and empower decision making
- Orchestrate regulated processes and operating procedures
- Align staff with decision support systems to increase efficiency
- Connect disparate departments to achieve common goals
- Enable officials to adjust actions based on changing conditions

Popular Use Cases



Including Traffic Enforcement, Urban SDK aids clients with daily mission critical objectives such as:

- **Traffic Calming** - Reducing speeds and improving pedestrian/bike safety
- **Traffic Enforcement** - Proactively reducing risky driving behaviors and ensuring compliance with traffic codes
- **School Zone Safety** - Reducing speeds and improving safety near schools
- **Work Zone Monitoring** - Monitoring traffic, safety, and compliance around road construction zones
- **Traffic Safety Analysis** - Prioritizing resources where crime and traffic risks overlap
- **Event Impact Monitoring** - Tracking congestion, blocked emergency lanes, and road closures before, during, and after major events
- **Cut-Through Traffic** - Identifying local residential streets or unintended routes used to bypass congestion, accidents, or delays on main thoroughfares
- **Sidewalk Inventory** - Performing ADA audits and safety workflows without field visits

Traffic Enforcement

Definition

Traffic enforcement is the practice of proactively reducing risky driving behaviors and ensuring compliance with traffic codes using real-time data.



Challenges of the Current Process

Departments are swamped with speeding and traffic complaints, despite 80% of them being perception issues. With no ground truth, departments respond to every complaint.



How Urban SDK Solves These Issues

With Urban SDK, resources are directed to areas that have systematic issues rather than chasing perceptions.

Key Objectives Improved by Urban SDK

- ✓ Reduction of crashes and fatalities
- ✓ Deter speeding, DUI, distracted driving
- ✓ Ensure compliance in school/work zones
- ✓ Support patrol coverage & public safety ops

Required Urban SDK Data

01 Speed Module

Add-On Options

01 Volumes Module

02 Crash Integration

Platform Features



Real-time hot spot dashboards



Automated workflows for patrol supervisors



Rules Engine alerts

Departments that Benefit



City Police Department

More efficient enforcement efforts



Traffic Unit

Champions deploying assets



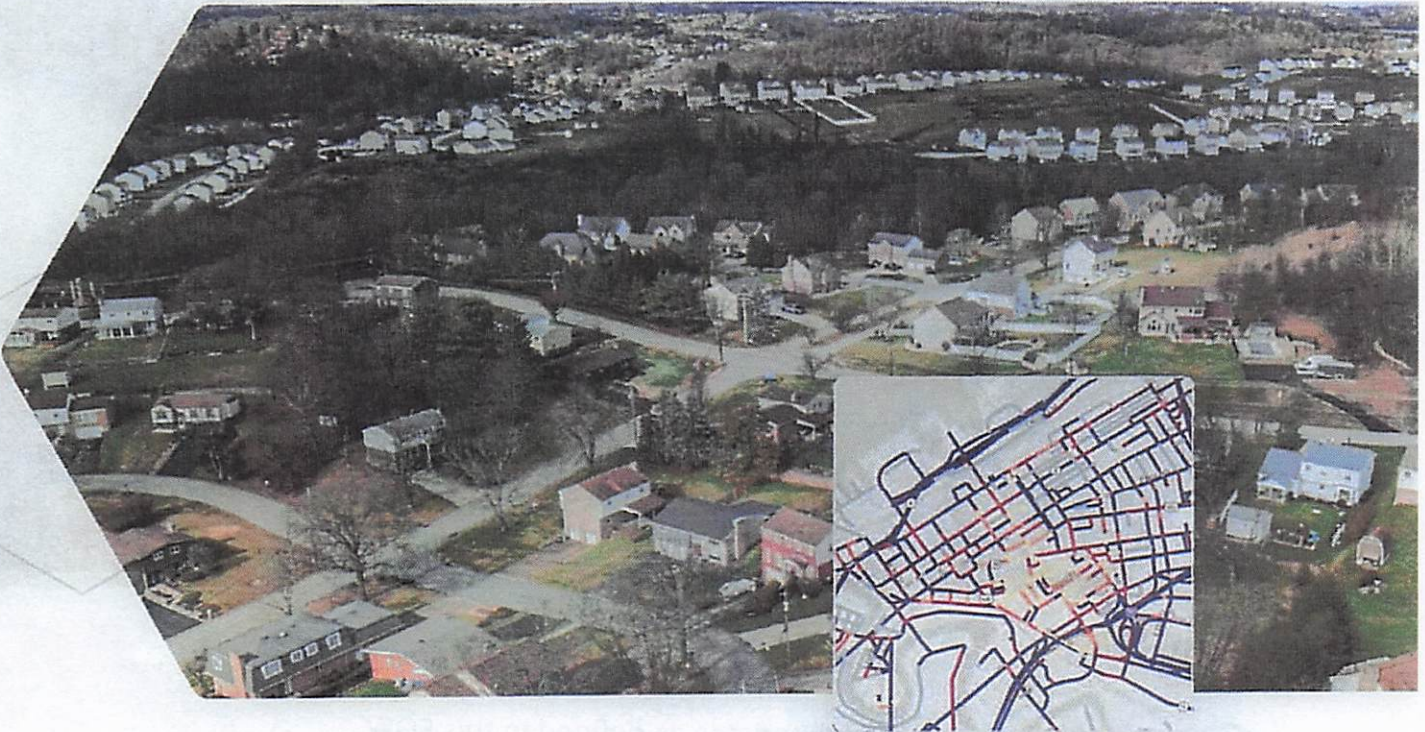
County Sheriff Department

Upholding elected duties regarding road safety



Crime Analyst

Targeted enforcement to high-risk corridors



Statement of Work (SOW)

Goals

The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and responsibilities associated with Urban SDK's provision of roadway data for City of Imperial, California.

This engagement will deliver comprehensive datasets that support the organization's safety, planning, and operational analysis initiatives.

Responsibilities



Urban SDK

- ✓ Provide data access and updates as defined in this SOW.
- ✓ Conduct onboarding and training sessions for staff.
- ✓ Conduct a full Q&A of all data to ensure locations and results meet the client's needs.
- ✓ Maintain application uptime and ensure timely delivery of data.
- ✓ Provide customer support throughout the engagement.

City of Imperial, California



Provide designated points of contact for project oversight and user access assignments.



Ensure timely attendance at training and onboarding sessions.

Pricing & Fees

Pricing Overview

Contract Start Date	2026-09-01
Contract End Date	2029-08-31
Proposal Expires	2026-08-08

Products & Services

Insights Plan	Price \$11,025.00 per year
Base plan for Urban SDK with 13 Months of Historical Data Archive. License includes:- Insights Analytics & Reporting- Workspace Data Storage- Studio Map Builder- Public Portfolio to Share ReportsMonthly Traffic Conditions Data for Functional Road Classes 1-5 - Minimum Speed- Maximum Speed- Average Speed- 50th Percentile Speed- 85th Percentile Speed- 95th Percentile Speed- Speed Difference - Average Speed- Speed Difference - 85th Percentile- Speed Difference - 95th Percentile- Speed Limits	
Contract term 3 year	
Quantity 1	Total \$11,025.00 per year

Forms	Price \$0.00 per year
Urban SDK Forms provide customers the ability to create forms that capture complaints, feedback, and field reports.	
Contract term 3 year	
Quantity 1	Total \$0.00 per year

Customer Support	Price \$0.00 per year
Live Chat & Email Support- Knowledge Base How To Articles and Videos- Online Training Webinars	
Contract term 3 year	
Quantity 1	Total \$0.00 per year

Initial payment

\$11,025.00



Proposal Comments

Urban SDK will provide Imperial, CA with comprehensive Speed data for every roadway. This includes:

- **Speed Enforcement:** Identifies recurring violations and high-risk behaviors so agencies can target enforcement where it has the greatest impact. It highlights the best times and locations for deployment, tracks changes after enforcement, and measures compliance improvements to ensure strategies are data-driven, equitable, and effective.
- **Historical Data:** Any historical data supplied will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.
- **Customer Support:** Live chat and email assistance, self-serve knowledge base with how-to articles and videos, and ongoing online training webinars.
- **User Seats:** 3 Administrative Plus Seats

This is a 3 year agreement:

- Year 1: \$11,025
- Year 2: \$11,576
- Year 3: \$12,155

Contract Start Date: 09/01/2026

Contract End Date: 08/31/2029

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available at Terms and Conditions, all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Client Signature

Signature

Date

Printed name

Urban SDK Signature

Countersignature

Date

Printed name



City Council **STAFF REPORT**

Document ID: 2026-542
Category: Consent Item

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

APPROVAL OF PURCHASE FOR AXON DRONESENSE PROGRAM

BACKGROUND:

The Imperial Police Department continues to evaluate technology that enhances officer safety, situational awareness, operational efficiency, and the Department's ability to effectively respond to critical incidents.

The Department currently utilizes Axon technology for its body-worn camera and in-car camera systems. The proposed purchase of the Axon DroneSense program would expand the Department's existing technology platform by incorporating drone operations into the Axon system.

The proposed program includes two drones, along with the DroneSense platform. Integration with the Department's existing Axon body-worn and in-car camera systems will provide a more unified approach to capturing, managing, and accessing digital evidence and operational video. This integration will also help streamline Department workflows by utilizing technology compatible with systems already in use.

The drones may be utilized during a variety of public safety operations, including critical incidents, searches for missing or endangered persons, crime scene documentation, major traffic collisions, disaster response, tactical incidents, and other situations where an aerial perspective can improve situational awareness and officer and community safety.

FISCAL IMPACT:

The total cost of the Axon DroneSense program, including two drones, is \$44,076.61, which will be spread over a five-year term.

Funding for the purchase will be provided through COPS funding previously approved by the City Council. As a result, no additional General Fund appropriation is being

requested as part of this action.

REQUESTED ACTION:

Approve

CITY MANAGER RECOMMENDATION:

Attachments:

1. Imperial Police Dept. - CA - R10 Team Kit



Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-845261-001

Acct: 107244

Issued
Expires
Payment Terms
Mode of Delivery

Sep 2, 2026
Sep 30, 2026
N30
AUTO-GND

Imperial Police Dept. - CA

Currency: USD

CUSTOMER DETAILS

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Imperial Police Dept. - CA 424 S IMPERIAL POLICE DEPT IMPERIAL, CA 92251 USA	Imperial Police Dept. - CA 424 S IMPERIAL POLICE DEPT IMPERIAL, CA 92251 USA	Adam Smith Phone: (480) 463-2201 Email: asmith@axon.com	Jeremy Schaffer Phone: (760) 460-1226 Email: jschaffer@imperial.ca.gov

QUOTE SUMMARY

Program Length	60 Months
Contract Start	Nov 1, 2026
Contract End	Oct 31, 2031
TOTAL CONTRACT	
Net Total	\$43,302.00
Est. Tax	\$774.61
Total Contract Value	\$44,076.61

DISCOUNT SUMMARY

List Price	\$43,760.00
Total Savings	\$458.00
Discount	1.05%
Avg. Savings / Year	\$91.60

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Oct 1, 2026	\$8,660.40	\$154.93	\$8,815.33
Oct 1, 2027	\$8,660.40	\$154.92	\$8,815.32
Oct 1, 2028	\$8,660.40	\$154.92	\$8,815.32
Oct 1, 2029	\$8,660.40	\$154.92	\$8,815.32
Oct 1, 2030	\$8,660.40	\$154.92	\$8,815.32
Total	\$43,302.00	\$774.61	\$44,076.61

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
AXON AIR - DRONE									
A00031	Axon Air R10 Team Kit Bundle	1	60 (11/2026)	—	\$34,302.00	\$34,302.00	\$34,302.00	\$774.61	\$35,076.61
103482	Axon Air - Skydio R10 In-Person Training	1	—	—	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00	\$9,000.00
Axon Air - Drone Total							\$43,302.00	\$774.61	\$44,076.61
BODY WORN CAMERA									
H00003	Axon Body 4 Single-Bay Dock Bundle	2	60 (11/2026)	—	\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera Total							\$0.00	\$0.00	\$0.00
							SUBTOTAL	EST. TAX	TOTAL
Total							\$43,302.00	\$774.61	\$44,076.61



Axon Enterprise, Inc.

Doc ID: 11b6063ad95d

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Oct 1, 2026

Shipping Location: 424 S IMPERIAL POLICE DEPT, IMPERIAL, CA, 92251, USA

HARDWARE

QTY

Axon Air - Skydio R10 Team HW Kit 1

Axon Body - Dock/Dataport Powercord - North America 2

Axon Body 4 - Dock - Single-Bay 2

SOFTWARE

QTY

Axon Air - Skydio R10 Subscription Plan 1

SERVICES

QTY

Axon Air - Professional Implementation 1

Axon Air - Skydio R10 In-Person Training 1

ESTIMATED SHIPPING DATE: Nov 1, 2026

Shipping Location: 424 S IMPERIAL POLICE DEPT, IMPERIAL, CA, 92251, USA

SOFTWARE

QTY

Axon Air - Axon Evidence Unlimited Data Storage Per Drone 1



TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**Rewrite Estimates**

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

9/2/2026

Date Signed



City Council STAFF REPORT

Document ID: 2026-544

Category: Consent Item

Department: Parks & Recreation

Department Head: Anthony Lopez, Parks & Recreation Director

Meeting Date: September 16, 2026

SUBJECT:

SURPLUS AND DONATE MOVIE SCREEN TO BEN HULSE PTO

BACKGROUND:

Parks and Recreation is requesting to surplus and donate an existing movie screen to the Ben Hulse Elementary PTO for use in student, parent, and community engagement activities. During Summer 2026, the City purchased a new, updated movie screen to better meet the needs of its current programs and events. The existing screen has served the City for more than 20 years and, while still functional, is no longer needed for City operations and has little to no remaining value to the City.

Donating the screen to the Ben Hulse Elementary PTO will allow the equipment to continue serving the community by supporting school events, family activities, and community engagement opportunities, while providing meaningful use for an item that is no longer needed by the City.

FISCAL IMPACT:

0

REQUESTED ACTION:

Approve the surplus and donation of the Parks and Recreation old movie screen to the Ben Hulse PTO.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Surplus and donation of old movie screen
2. BHE PTO - COI Request

Surplus and donation of old movie screen

The City is requesting to surplus and donate an existing movie screen to the Ben Hulse Elementary PTO for use in student, parent, and community engagement activities. During Summer 2026, the City purchased a new, updated movie screen to better meet the needs of its current programs and events. The existing screen has served the City for more than 20 years and, while still functional, is no longer needed for City operations and has little to no remaining value to the City.

Donating the screen to the Ben Hulse Elementary PTO will allow the equipment to continue serving the community by supporting school events, family activities, and community engagement opportunities, while providing meaningful use for an item that is no longer needed by the City.



BEN HULSE PTO

303 South "D" Street
Imperial, CA 92251
phone: (760) 355-3210
email: BenHulsePTO@imperialusd.org

September 3, 2026

To the City of Imperial Leadership,

On behalf of the Ben Hulse Elementary Parent Teacher Organization, we respectfully request consideration for the donation of the City's surplus inflatable movie screen to support our school community engagement efforts.

Our PTO is committed to creating meaningful, family-centered experiences that strengthen the connection between students, parents, and the broader Imperial community. With the donation of this movie screen, we plan to host free movie nights on campus – events designed to bring families together, encourage positive school culture, and provide a safe, welcoming environment for community bonding.

This request is not tied to fundraising activities. The screen would be used solely for student, parent, and community engagement. As a school deeply rooted in Imperial, we value opportunities that allow us to collaborate with the city and enhance the experiences of our families.

We appreciate your consideration of this request and would be grateful for the opportunity to repurpose the screen in a way that continues to serve the residents of Imperial. If additional information or documentation is needed, we are happy to provide it.

Thank you for your continued support of our schools and community.

Warm regards,

Ben Hulse Elementary PTO



City Council **STAFF REPORT**

Document ID: 2026-545
Category: Consent Item

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

APPROVAL OF PURCHASE OF A STALKER RADAR MESSAGE TRAILER WITH RADAR AND TRAFFIC DATA COLLECTION CAPABILITIES UTILIZING CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDS

BACKGROUND:

The Department is requesting authorization to purchase a portable message trailer equipped with radar and traffic data collection capabilities from Stalker Radar/Applied Concepts, Inc. The trailer will provide the Department with a versatile traffic safety tool capable of displaying public safety and traffic-related messages, providing motorists with real-time speed feedback, and collecting traffic data for future analysis.

Staff recommends that this purchase be authorized as a sole source procurement through Stalker Radar/Applied Concepts, Inc. The Imperial Police Department currently utilizes Stalker Radar products as part of its traffic enforcement operations. Purchasing equipment from the same manufacturer will maintain consistency and compatibility with the Department's existing radar equipment and technology while reducing the need for additional training and supporting standardization of equipment used by Department personnel.

FISCAL IMPACT:

The total purchase price for the message trailer, including radar and traffic data collection capabilities, is \$23,948.52.

The purchase will be funded through the California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP). The CTFGP provides funding to local governments for programs intended to enhance traffic safety, including education, prevention, and enforcement efforts.

As the purchase will be made using grant funds, no General Fund expenditure is anticipated for the acquisition of the equipment.

REQUESTED ACTION:

Approve

CITY MANAGER RECOMMENDATION:

Attachments:

1. StalkerQuote_2128638

855 E. Collins Blvd.
Richardson, TX75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

Page 1 of 1
Date: 09/08/2026

Reg Sales Mgr: Brian Wong
+1-310-429-0519
brianw@a-concepts.com

Effective From: 08/25/2026

Valid Through: 11/23/2026

Lead Time: 60 working days

Bill To:	Customer ID: 036097	Ship To:	<i>FedEx Ground</i>
Imperial Police Department 424 S Imperial Ave Imperial, CA 92251-1637	Accounts Payable	Imperial Police Department 424 S Imperial Ave Imperial, CA 92251-1637	Officer Mark Janosz

Grp	Qty	Package	Description	Wrrnty/Mo	Price	Ext Price
1	1	821-1101-00	Stalker MC360 Message Trailer (3'x6') w/Strobes	60	\$22,226.00	\$22,226.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	015-2684-59	[268459] MC360 Message Trailer (3'x6') w/Solar			\$0.00
2	1	200-1661-00*	MC-360 TRAILER SENSOR KIT, USB-C (SAF)			\$0.00
3	1	200-0773-00	40 MPH K-Band Tuning Fork			\$0.00
4	1	006-0569-00	Certificate of Accuracy, Speed Sensor II			\$0.00
5	1	015-4120-94	Red/Blue Strobes-2 Strobe Assys, 6 LEDs ea-MC360			\$0.00
6	1	015-1819-00	[275569] SAM 3/SAM/VMS Trailer Wheel Jack			\$0.00
7	1	015-5603-00	[275565] Trailer Wheel Lock			\$0.00
8	1	200-1670-00	{415864} INSTALL MEDIA, STREET DYNAMICS DEVICE MANAGER W/EASY ANALYST			\$0.00
9	1	200-1448-08	KIT, MC360 TRAILER OPERATOR MANUAL KIT WITH USB-C			\$0.00
10	1	063-0024-60	Message Center Trailer 5-Year Warranty			\$0.00
Group Total						\$22,226.00

Product	\$22,226.00	Sub-Total:	\$22,226.00
Discount	\$0.00	Sales Tax 7.75%	\$1,722.52
		Shipping & Handling:	\$0.00
Payment Terms: Net 30 days		Total: USD	\$23,948.52

CA State contract 724705602

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.



City Council **STAFF REPORT**

Document ID: 2026-546
Category: Consent Item

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

APPROVAL OF PURCHASE OF ABBOTT SOTOXA ORAL FLUID MOBILE ANALYZER

BACKGROUND:

The Imperial Police Department is requesting authorization to purchase an Abbott SoToxa Oral Fluid Mobile Analyzer. The SoToxa system is a portable roadside drug-screening device designed to analyze an oral fluid sample and provide officers with rapid screening results for the presence of certain drugs.

The device is intended to assist officers during Driving Under the Influence of Drugs (DUID) investigations by providing an additional investigative tool when drug impairment is suspected. The system uses an oral fluid collection device and mobile analyzer to screen for multiple drug classes. Results can assist trained officers in evaluating suspected drug-impaired drivers and determining appropriate next steps in an investigation.

FISCAL IMPACT:

The total cost of the Abbott SoToxa Oral Fluid Mobile Analyzer and associated equipment is \$6,105.84. The purchase will be fully funded through the CTFGP Grant, resulting in no impact to the City's General Fund.

REQUESTED ACTION:

Approve

CITY MANAGER RECOMMENDATION:

Attachments:

1. Intoximeters Imperial083026
2. SoleSource

Intoximeters Inc.

2081 Craig Road - Saint Louis, MO 63146

Phone: [+1] (314) 429 4000 - Fax: [+1] (314) 429 4170 - Email: THall@intox.com

QUOTATION

Date	08/30/2026
Quote #	001-00-41019077
Quote Expiration	10/29/2026
Customer #	

Sold To: IMPERIAL POLICE DEPARTMENT

ATTN: Mark Janosz
424 SOUTH IMPERIAL AVENUE
IMPERIAL, CA 92251
USA

Phone: (760) 457-9667
Fax: (760) 355-7960

Ship To: IMPERIAL POLICE DEPARTMENT

ATTN: Mark Janosz
424 SOUTH IMPERIAL AVENUE
IMPERIAL, CA 92251
USA

Phone: (760) 457-9667
Fax:

Payment Terms	Rep	RFQ #	Ship Via	Shipping Term	Delivery Term
TBD	Todd Hall		FED EX	ORIGIN	Ground

Ln #	Qty	Description	Part No.	Unit Price	Extended Price
1	1	SOTOXA TEST CART/COLLECT KIT TOX425FUO	73-0000-05	\$685.000	\$685.00
2	1	SOTOXA ORAL FLUID MOBILE ANALYZER SYSTEM	70-1000-01	\$4,900.000	\$4,900.00

Sub total	\$5,585.00
Sales Tax	\$432.84
Est. Freight	\$88.00
Total	\$6,105.84

NOTES:

Please note the expiration date on your SoToxa Cartridges. Refunds and/or exchanges will not be made for unused/expired cartridges.

The SoToxa™ Oral Fluid Mobile Test System and its associated cartridges are intended for Forensic Use Only (FUO). They are not suitable for use in other settings, like clinical diagnosis or workplace drug testing.

Standard Terms & Conditions of Intoximeters, Inc. apply to all orders.

<https://intox.com/terms-of-sale>

All prices are quoted in US Dollars.

Taxes, if applicable will be added to the invoice

Freight charges are estimated, actual freight charges will be added to the invoice

Federal ID# 43-0906533

Country of Origin: USA

(Electronic Signature) Signed : *Todd Hall*

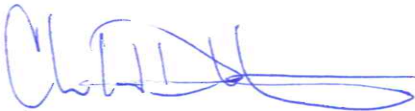
February 4, 2026

To Whom It May Concern:

This letter will certify that Intoximeters, Inc. is the exclusive distributor and sole provider of the police grade, handheld Sotoxa™ Mobile Test System and testing cartridges for law enforcement in the United States and its territories, as per its Distribution Agreement with Abbott. Abbott does not sell directly to law enforcement in the United States.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,



Christopher H. Dalton
President



City Council STAFF REPORT

Document ID: 2026-471

Category: Resolution

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: September 16, 2026

SUBJECT:

CRP AFFORDABLE HOUSING TEFRA

BACKGROUND:

CRP Affordable Housing is proposing a 100% affordable housing project comprising 78 units, a clubhouse, and an outdoor play and BBQ area at 430 W. Wall Road. This proposal includes the issuance of revenue bonds under the Tax and Equity Fiscal Responsibility Act (TEFRA) by the California Municipal Finance Authority (CMFA), a public entity of the State of California, in an amount not exceeding \$20,000,000. The proceeds will be allocated for the acquisition, construction, improvement, and equipping of the multifamily rental housing project at the specified location.

To qualify the bonds as tax-exempt, the City of Imperial must hold a public hearing (TEFRA Hearing) to allow community members to express their support or opposition to the use of tax-exempt bonds for the project financing. Reasonable notice of the hearing must be provided to the community in advance. After the TEFRA Hearing, an “applicable elected representative” from the city must approve the bond issuance for project financing.

The CMFA, established on January 1, 2004, operates under a joint exercise of powers agreement to facilitate economic, cultural, and community development through bond financing. To date, over 350 municipalities have joined the CMFA. It aims to assist local governments, non-profits, and businesses in issuing taxable and tax-exempt bonds to enhance living standards in California. The CMFA's representatives and Board of Directors possess extensive experience in bond financing.

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”) of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 430 West Wall Road, Imperial, California (the “Project”).

In order for the bonds to qualify as tax-exempt bonds, the City of Imperial (the “City”) must conduct a public hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such a TEFRA Hearing, reasonable notice must be provided to community members. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and **the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.**

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Imperial, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

REQUESTED ACTION:

- 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”).
- 2) Adopt Resolution 2026-61 approving the issuance of the Bonds by the California Municipal Finance Authority for the benefit of CRP Wall LP (the “Borrower”), to provide for the financing of the Wall Apartment Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500 (and following).

CITY MANAGER RECOMMENDATION:

Attachments:

1. CRP Affordable Housing Resolution 2026-61

RESOLUTION NO. 2026-61

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF 430 WEST WALL APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, CRP Wall LP (the “Borrower”) a partnership of which CRP Affordable Housing and Community Development LLC (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$20,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 430 West Wall Road, Imperial, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Imperial (the “City”) because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in

which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Imperial this 16th day of September, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

By: _____
City Clerk



City Council **STAFF REPORT**

Document ID: 2026-517

Category: Resolution

Department: Human Resources
Department Head: Kristen Smith, Human Resources Director
Meeting Date: September 16, 2026

SUBJECT:

ADOPT RESOLUTION NO. 2026-62 AUTHORIZING A SPECIAL CERTIFICATION STIPEND FOR QUALIFIED EMPLOYEES HOLDING AN INTERNATIONAL CODE COUNCIL CERTIFIED BUILDING OFFICIAL CREDENTIAL AND AUTHORIZING THE CITY MANAGER TO DESIGNATE QUALIFIED PERSONNEL.

BACKGROUND:

It is recommended that the City Council adopt Resolution No. 2026-62, authorizing a special certification stipend of \$500.00 per month for a qualified City employee holding an active International Code Council Certified Building Official credential, and authorizing the City Manager to designate qualified personnel to perform statutory and regulatory Building Official duties in conjunction with their regular responsibilities.

The City of Imperial remains committed to upholding the highest standards in public safety, building code administration, and regulatory compliance. In municipal operations, administering building safety mandates and code compliance requires highly specialized technical, administrative, and legal knowledge.

The International Code Council (ICC) issues the Certified Building Official (CBO) credential, an industry-recognized standard that verifies advanced legal, technical, and management competency in building code enforcement and regulatory oversight. Within municipal staffing, having personnel with advanced certifications enables the City to maintain essential statutory services, build internal capacity, and ensure operational continuity without relying exclusively on costly third-party consultants or independent contractors.

Resolution No. 2026-62 establishes a framework to leverage in-house technical credentials to ensure continuous, high-quality Building Official services:

1. **City Manager Designation Authority:** The resolution authorizes the City Manager to formally designate a qualified employee who actively holds an ICC Certified Building Official credential to carry out statutory and regulatory Building Official responsibilities

on behalf of the City in conjunction with their regular position duties.

2. Certification Stipend: To recognize the significant added scope of statutory responsibility and professional competency, the resolution establishes a certification incentive stipend of \$500.00 per month.

3. Internal Controls and Restrictions:

- At no time may more than one (1) employee receive the stipend concurrently.
- The stipend is paid on a month-to-month basis and only during the active designation period.
- The stipend automatically ceases if the designation is reassigned or formally revoked by the City Manager, or if the employee fails to maintain an active ICC CBO credential.

This structure promotes workforce retention and development while providing the City with an adaptable, cost-effective mechanism for meeting statutory building safety requirements.

FISCAL IMPACT:

The annual fiscal impact for this item is \$6,000. The cost is offset by the operational efficiencies and cost savings achieved through the recently approved reorganization of the Local Development and Operations Department, resulting in no net impact on the general fund.

REQUESTED ACTION:

Adopt Resolution No. 2026-62, authorizing a special certification stipend of \$500.00 per month for a qualified City employee holding an active International Code Council Certified Building Official credential, and authorizing the City Manager to designate qualified personnel to perform statutory and regulatory Building Official duties in conjunction with their regular responsibilities.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Resolution 2026-62 Building Official Stipend Pay - Pending CC Approval 09-16-2026

RESOLUTION 2026-62

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, AUTHORIZING A SPECIAL CERTIFICATION STIPEND FOR QUALIFIED EMPLOYEES HOLDING AN INTERNATIONAL CODE COUNCIL CERTIFIED BUILDING OFFICIAL CREDENTIAL AND AUTHORIZING THE CITY MANAGER TO DESIGNATE QUALIFIED PERSONNEL

WHEREAS, the City of Imperial, California (hereinafter referred to as the "City"), is committed to maintaining the highest standards of building safety, regulatory compliance, and professional excellence across its municipal operations; and

WHEREAS, the City values the attainment and maintenance of advanced professional credentials and recognizes that employees holding specialized, industry-recognized certifications bring substantial expertise, operational versatility, and value to the organization; and

WHEREAS, holding a Certified Building Official (CBO) credential issued by the International Code Council (ICC) demonstrates advanced legal, technical, and management competency in code administration and qualifies an employee to provide statutory building safety and regulatory compliance services to the City; and

WHEREAS, the City Council desires to formally recognize and leverage this advanced credential by establishing a certification stipend for qualified employees who actively hold an ICC Certified Building Official credential and are designated to provide Building Official services in support of municipal operations; and

WHEREAS, authorizing the City Manager to designate qualified certified staff to perform these services maximizes operational efficiency, ensures continuity of regulatory functions, and promotes professional workforce development;

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

SECTION 1. Findings. The City Council hereby finds and determines that the recitals set forth above are true and correct.

SECTION 2. Designation Authority. The City Council hereby authorizes the City Manager to formally designate qualified City employees holding an active Certified Building Official (CBO) credential from the International Code Council (ICC) to provide statutory and regulatory Building Official services on behalf of the City of Imperial in conjunction with their regular duties.

SECTION 3. Certification Stipend Authorization. The City Council hereby authorizes a certification stipend of five hundred dollars (\$500.00) per month to be paid to the single qualified employee actively designated by the City Manager pursuant to Section 2. This stipend serves as specialized certification incentive pay recognizing the advanced credential and the provision of professional services under that certification. At no time shall more than one (1) employee receive

this stipend concurrently. The stipend shall remain in effect on a month-to-month basis during the active period of designation and shall terminate upon the reassignment or formal revocation of said designation by the City Manager, or upon the lapse or expiration of the requisite ICC certification.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 16th day of September, 2026.

IDA OBESO-MARTINEZ,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2026-62 was duly adopted at a meeting of the Imperial City Council at its meeting held on the 16th day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I hereunto set my hand and affixed the official seal of the City of Imperial, California, on September 16, 2026.

KRISTINA SHIELDS,
City Clerk



City Council **STAFF REPORT**

Document ID: 2026-538

Category: Action Item

Department: City Manager's Office
Department Head: Thomas Garcia, Assistant to the City Manager
Meeting Date: September 16, 2026

SUBJECT:

APPROVAL OF AGREEMENT BETWEEN THE COUNTY OF IMPERIAL AND CITY OF IMPERIAL FOR FIRE SERVICES

BACKGROUND:

For many years, the City of Imperial has contracted with the County of Imperial for Fire Services provided by the County of Imperial Fire Department. Those services include Fire Protection, Emergency Medical, Technical Rescue, Hazardous Materials and Fire Prevention Education. Contract service cost and billing is calculated on actual costs incurred by the COUNTY for services and equipment provided for by the agreement. The proposed agreement renewal for a four-year term at current rates, with increases mutually agreed to each fiscal year.

FISCAL IMPACT:

FY 2026-2027: \$1,612,547.00
 (ACCT: 01-220-5210)

REQUESTED ACTION:

Approve the renewal of the agreement with the County of Imperial for Fire Services.

CITY MANAGER RECOMMENDATION:

Attachments:

1. Proposed Fire Services Contract

1 **AGREEMENT TO PROVIDE: FIRE PROTECTION; EMERGENCY MEDICAL; TECHNICAL**
2 **RESCUE; HAZARDOUS MATERIALS AND FIRE PREVENTION EDUCATION; AND**
3 **INVESTIGATION SERVICES BETWEEN COUNTY OF IMPERIAL AND CITY OF**
4 **IMPERIAL**

5 THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2026 by
6 and between the COUNTY OF IMPERIAL, a political subdivision of the State of California
7 ("COUNTY"), and CITY OF IMPERIAL, a municipal corporation organized and existing under the
8 laws of the State of California ("CITY"), (individually, "Party;" collectively, "Parties").

9 **RECITALS**

10 A. COUNTY intends to provide fire protection and emergency medical services, through the
11 COUNTY's Fire Department, through the County's Fire Chief, to CITY; and

12 B. Such services shall be rendered by COUNTY to CITY on the terms and conditions set forth
13 herein and as described in the "Services Summary" attached and made a part of the terms of this
14 Agreement as **Exhibit A** attached hereto and incorporated herein by reference.

15 **NOW THEREFORE**, for and in consideration of the mutual promises and covenants herein
16 contained, the parties hereto agree as follows:

17 1. FIRE PROTECTION/EMERGENCY MEDICAL SERVICES/TECHNICAL
18 RESCUE/HAZARDOUS MATERIALS AND FIRE PREVENTION EDUCATION/INVESTIGATION
19 SERVICES.

20 1.1. COUNTY shall provide fire services and operate CITY's fire-fighting equipment provided
21 under this Agreement in response to fire, emergency medical, and other emergency incidents and non-
22 emergency service requests within the corporate boundaries of CITY.

23 1.2. The services shall encompass duties and functions of the type coming within the
24 jurisdiction of and customarily rendered by said Fire Chief under the statutes of the State.

25 1.3. Such services shall include the enforcement of State statutes and such fire department
26 ordinances of CITY as are of the same type or nature as ordinances of COUNTY which are enforced by
27 the Fire Chief. Services shall also include, for example, California Fire Codes enforcement, fire
28 prevention, plan checking, fire investigation, training, hydrant testing, hazardous material spills,

1 firefighter housing and maintenance and consulting on fire protection/emergency medical services
2 matters.

3 1.4. COUNTY shall provide first responder service to all requests for emergency medical
4 service originating within CITY ("the 911 system"). Requests for emergency medical service that
5 originate outside of the 911 system shall be relayed to the appropriate Public Safety Answering Point for
6 the dispatch of a transporting ambulance. First responder services shall be provided by a non-transporting
7 unit. First responder services shall be provided at a minimum staffing level of Emergency Medical
8 Technician ("EMT")-I as defined by COUNTY's Emergency Medical Services ("EMS") agency, and as
9 outlined in the California Code of Regulations, Title 22, Division 9. COUNTY intends to provide first
10 responder services at a Limited /Advanced Life Support ("ALS") staffing level during the five- (5) year
11 term of this Agreement. Staffing on the L/ALS unit shall be in accordance with COUNTY's EMS Agency
12 policies and the California Code of Regulations, Title 22, Division 9. In the event that the ALS unit is
13 committed to an emergency response, and an additional request for first responder services is received,
14 COUNTY shall provide first responder service at the EMT-I level.

15 2. LEVEL OF SERVICES.

16 2.1. The basic fire protection service provided by COUNTY pursuant to this Agreement shall
17 include general fire protection and fire prevention services and shall be provided on a twenty-four (24)
18 hour day, seven (7)-day-a-week basis. The level of fire protection service provided shall be that level of
19 the foregoing services which can be provided by the assignment to CITY of three (3) full-time Captains,
20 three (3) full-time Fire Engineers, and three (3) Extra Help Fire Fighters. CITY and COUNTY
21 acknowledge that, in order to provide said level of service with a minimum staffing of one (1) captain,
22 one (1) fire engineer, and one (1) firefighter on a twenty-four (24) hours, seven (7)-day-a-week basis,
23 COUNTY may require a staffing level in excess of the above due to scheduled and unscheduled time off,
24 as well as unforeseen emergencies. Any adjustments to staffing levels shall be negotiated between the
25 parties to ensure adequate fire and emergency services protection remains in place. If circumstances
26 require, additional services including mutual aid, may be implemented to supply adequate services to
27 meet the requirements of the emergency. A catastrophic large area emergency such as a large earthquake
28 or storm may preclude the provision of additional support to meet the needs of a large area or catastrophic

1 emergency event and could require a temporary recall of off-duty fire department staff and equipment
2 who are not required to remain in the immediate are of the City of Imperial.

3 2.2. Dispatching of fire equipment will be performed by Imperial County Sheriff's Office
4 communications or another dispatch center that is mutually agreed to by the City and County.

5 2.3. CITY will provide available equipment and/or manpower as required to clear or remove
6 debris during or after an incident and provide police protection of equipment and/or property at an incident
7 scene as may be available and required. COUNTY Fire and CITY staff at the sites where services were
8 supplied shall remain under their respective chains of command in their respective Departments in keeping
9 with standard policies and procedures.

10 3. INCREASE TO LEVEL OF SERVICES. CITY may from time to time, upon giving of
11 not less than thirty (30) days written notice to COUNTY's Fire Chief and complying with the applicable
12 provisions of this Agreement, vary the level of services provided herein. Any increase to the COUNTY's
13 cost due to a change in the level of services as provided for herein shall be borne entirely by CITY, as
14 determined pursuant to the provisions of Paragraph 10 of this Agreement.

15 3.1 In the event of a major incident requiring mutual aid deployment beyond twenty-four (24)
16 hours, the CITY and COUNTY shall coordinate cost recovery efforts through available state and federal
17 disaster funding sources. Automatic aid agreements shall be maintained with regional agencies to ensure
18 timely emergency response.

19 4. PERSONNEL.

20 4.1. For the purpose of performing said services, COUNTY shall furnish and supply all
21 necessary labor, supervision, communication facilities, and supplies necessary to maintain the level of
22 services to be rendered hereunder.

23 4.2. CITY shall not be called upon to assume any liability for the direct payment of any salaries,
24 wages, or other compensation to any COUNTY employee performing services hereunder for CITY, or
25 any liability other than that provided for in this Agreement. The Fire Department employees provided by
26 the County to the City of Imperial under this Agreement are County Employees.

27 4.3 Any changes to salaries or expenses outlined in this agreement, made necessary by action
28 of the Board of Supervisors, County Fire, or any other public agency with authority to direct such changes,

1 shall be funded by the City of Imperial for actual cost of services provided to the CITY. The COUNTY
2 shall not be obligated to provide services beyond the funding allocated by the CITY unless the City of
3 Imperial agrees to appropriate the additional funds required to cover such increases. The costs of retaining
4 the services of Fire Captains, Fire Engineers and Extra Help Fire Fighters for the City of Imperial shall be
5 established as a result of standard Memoranda of Understanding, collective bargaining agreements and
6 any other County-wide Fire Department compensation agreements.

7 4.4 Except as herein otherwise specified and for the reason identified in Paragraph 4.2 of this
8 Agreement, CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury
9 or sickness arising out of his or her employment.

10 5. CONTROL OF PERSONNEL. The rendition of said services, the standards of
11 performance, the discipline of fire fighters, and other matters incident to the performance of said services
12 and the control of personnel so employed, shall remain the responsibility of COUNTY. In the event of a
13 dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the
14 minimum level or manner or performance of such services, the determination thereof made by COUNTY's
15 Fire Chief shall be final and conclusive as between the parties hereto.

16 6. EQUIPMENT. CITY owns and shall retain legal title to all the property as specifically
17 described in **Exhibit B** attached hereto and incorporated herein by reference ("Property").

18 6.1 Property Accounting. All Property provided by CITY and by COUNTY for the purpose of
19 providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a
20 manner as to conform to the standard operating procedure established by the COUNTY for the
21 segregation, care, and use of the respective Property of each. This schedule of specified items shall be
22 maintained and tracked by the CITY and COUNTY so that maintenance and/or replacement of those items
23 once the item fails or is lost shall be carried out by the party identified as the owner in the required property
24 schedule.

25 7. MAINTENANCE OF EQUIPMENT. COUNTY shall perform minor preventative
26 maintenance on CITY's fire engine(s) as further described in **Exhibit C** attached hereto and incorporated
27 herein by reference. All preventive maintenance and repair costs to CITY-owned equipment and vehicles
28 shall be borne by CITY.

1 8.1 INSURANCE. Each Party shall maintain in effect, at its own cost and expense, the
2 following insurance coverage provided either through a bona fide program of self-insurance, commercial
3 insurance policies, or any combination thereof:

4 i. Commercial general liability or public liability with minimum limits of \$1,000,000.00 per
5 occurrence.

6 ii. Auto liability including owned, leased, non-owned, and hired automobiles, with a
7 combined single limit of not less than \$1,000,000.00 per occurrence, except as required below for fire
8 engines.

9 iii. If a Party employs others in the performance of this Agreement, that Party shall maintain
10 Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of
11 \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are
12 employed.

13
14 8.2 All insurance required by this Agreement shall:

15 i. Be placed (1) with companies admitted to transact insurance business in the State of
16 California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M.
17 Best rating of no less than A:VII; or (2) disclosed self- insurance with limits acceptable to the other Party.

18 ii. Provide that each Party's insurance is primary and non-contributing insurance to any
19 insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall
20 not be called upon to contribute to a loss covered by a Party's insurance.

21
22 8.3 Vehicle and liability insurance on any fire engines shall be the responsibility of Party that
23 owns the fire engine. Each Party shall investigate whether specific equipment riders may be required on
24 any specific Fire Engine and shall have insurance coverage appropriate for the equipment installed or
25 commonly used with that Fire Engine. A copy of a certificate of insurance is to be furnished to each Party
26 within thirty (30) days of the execution of this agreement. The Parties agree to maintain a minimum of
27 ten million dollars (\$10,000,000) general liability insurance on said fire engines. In the event that
28 additional or replacement fire engines are put into service the Party purchasing such fire engines shall

1 immediately obtain the Ten Million (\$10,000,000.00) vehicle and liability insurance as identified
2 hereinabove and shall provide a copy of certificate of insurance coverage to the other party prior to placing
3 into service that replacement Fire Engine.

4 9. TERM. This Agreement shall be effective on the date first written above and shall continue
5 in effect until June 30, 2030.

6 10. COMPENSATION.

7 10.1. COUNTY shall bill CITY for, and CITY shall pay to COUNTY the actual costs incurred
8 by COUNTY to provide the services and equipment provided for by this Agreement, currently estimated
9 to be as follows:

10 Year 1 FY 2026 – 2027 \$1,612,547.00

11 Thereafter, the aforementioned estimated amount shall be reviewed and/or modified by the Parties on a
12 yearly basis before the budget for COUNTY is finalized. Where there is no consensus amongst the Parties,
13 either Party shall have the right to terminate this Agreement upon written notice as stipulated herein.

14 10.2. CITY and COUNTY understand and agree that the figures set forth in paragraph 10.1 are
15 estimated guidelines and that CITY shall be obligated to pay the actual costs incurred by COUNTY to
16 COUNTY.

17 10.3. All payments due to COUNTY from CITY pursuant to this Agreement shall be billed by
18 COUNTY to CITY on a quarterly basis and shall be paid by CITY within twenty (20) days from the date
19 the monthly statement is received by CITY. County shall ensure all statements/invoices are submitted in
20 a timely manner with the fourth (4th) quarter invoice received no later than July 30th of each fiscal year.

21 10.4. Both COUNTY and CITY may request further negotiations relating to compensation each
22 July during the term of this Agreement.

23 11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by
24 applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its
25 agencies, districts, special districts and departments, their respective directors, officers, elected and
26 appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and
27 against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments
28 and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or

1 description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1)
2 the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any
3 approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers,
4 employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the
5 foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the
6 cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence
7 or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate
8 to the Scope of Work in the Agreement.

9
10 To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect,
11 defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of
12 Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from
13 and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments
14 and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or
15 description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1)
16 the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any
17 approved amendments or modifications, or (3) any negligent act or omission of CITY its officers,
18 employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the
19 foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost
20 to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or
21 willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate
22 to the Scope of Work in the Agreement.

23
24 12. TERMINATION. Should either party fail or refuse to comply with any term or condition
25 of this Agreement, the other party may, upon serving one (1) year notice specifying the nature of the
26 noncompliance, terminate this Agreement if corrective action is not taken within said period. In the event
27 of any termination pursuant to the terms of this Agreement, the obligations for payment shall be prorated
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1 and paid or refunded accordingly, and COUNTY will return to CITY all CITY property in a serviceable
2 condition, less reasonable wear and tear.

3 **IN WITNESS WHEREOF**, the City of Imperial, by resolution duly adopted by its City Council,
4 has caused this agreement to be signed by the Mayor and attested and sealed by its Clerk, and the County
5 of Imperial, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the
6 Chairman of said Board of Supervisors and sealed and attested by the Clerk of the said Board, all on the
7 day and year first above written.

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10 **[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**
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1 **COUNTY OF IMPERIAL**

2
3 **By:** _____
4 Peggy Price, Chairwoman
5 Board of Supervisors, County of Imperial

6
7 **ATTEST:**

8 **By:** _____
9 Cynthia Medina, Clerk of the
10 Board of Supervisors of the
11 County of Imperial

12 **CITY OF IMPERIAL**

13 **By:** _____ **By:** _____
14 Ida Obeso-Marinez, Mayor Dennis Morita, City Manager

15
16 **ATTEST:**

17
18 **By:** _____
19 Kristina Shields, City Clerk
20 City of Imperial

21
22 **APPROVED AS TO FORM:**

23
24 County Counsel
25 Geoffrey P. Holbrook,

CITY OF IMPERIAL

26 **By:** _____
27 Andrew Briseno
28 Deputy County Counsel

By: _____
Paul Early
City Attorney

EXHIBIT A

Summary of Services
City of Imperial

SERVICES:

- Fire Suppression
- Emergency Medical
- Technical Rescue
- Hazardous Materials
- Bomb Mitigation/Hazardous Device Response
- Fire Prevention
- Fire and Life Safety Public Education
- Fire Investigation
- Training
- Equipment Maintenance
- Consultation
- Firefighter Housing
- Fire Apparatus Maintenance
- Limited /Advanced Life Support

SERVICES PROVIDED BY SEPARATE FEE: Fees to be charged in accordance with COUNTY's Fire Department fee schedule to party receiving the service.

COSTS: All costs are not to exceed total agreement amount except for the cost of major repairs to the CITY-owned fire engine.

PERSONNEL AVAILABLE:

Three (3) Full-time Captains, one (1) per 24-hour shift

Three (3) Full-time Fire Engineers, one (1) per 24-hour shift

Three (3) Extra Help Firefighters, one (1) per 24-hour shift
One of the personnel on duty per shift shall be a Limited and/or ALS, to provide the Limited Advanced Life Support service to CITY. CITY fire response personnel will be on call back status and will be available for special events.

ACTUAL 90TH PERCENTILE TOTAL RESPONSE TIME:

All areas within incorporated City of Imperial: 6 minutes, 20 seconds total response time.

ACTIVITY AND MANAGEMENT REPORTING:

COUNTY's Fire Department will provide CITY with a monthly report concerning all incidents that have occurred during the month. The report shall include the kind of incidents, response time, number of investigations, fire prevention activities, and fire training. The report shall also include maintenance performed on any CITY-owned equipment, and status report on condition of all CITY equipment.

COUNTY's Fire Chief and CITY's City Manager shall meet quarterly to review the contract and discuss any issue related to COUNTY's Fire Department under the terms and conditions of the contract. COUNTY's Fire Chief shall appear before CITY's City Council when requested.

COUNTY ADMINISTRATION:

This Agreement will be administered by the COUNTY's County Executive Officer under the direction of COUNTY's Board of Supervisors. All concerns with COUNTY's administration of this Agreement shall be directed to COUNTY's County Executive Officer.

	Imperial County Fire Department
	City of Imperial Fire Agreement
	Estimated Costs
	FY 2026-27
Permanent Salaries	\$ 747,364
Overtime	200,000
Stipends	10,000
Redemption of Benefits	3,000
Extra-Help (Firefighters)	150,990

1	Workers Compensation	8,422
2	Unemployment Insurance	646
3	Rent	12,600
4	Utilities	10,400
5	IVECA	3,500
6	Emergency Clothing	15,000
7	Uniform Allowance	13,500
8	Insurance Liability	12,014
9	Travel Expense	10,000
10	Fuel Expense	40,000
11	Training	20,000
12	Equipment	65,000
13	Prevention	4,095
14	Medical Supplies	22,500
15	Self-Contained Breathing Apparatus	7,500
16	Office Supplies	2,500
17	Prof & Spec Svc	600
18	Miscellaneous Expense	4,000
19	Intrafund City of Imperial	235,803
20	Overhead Reimbursement (County)	13,113
21	Total Estimated Contract Costs	\$1,612,547

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EXHIBIT B

City of Imperial
Equipment Inventory

Ladder 8 Inventory
2012 Pierce 105 Foot Ladder Truck

None, as yet-[Schedule of Inventory to be supplied as Ladder 8 equipment inventory is added.]

Engine 8 Inventory
2026 Pierce Saber Type I Triple Combination Pumper

ENGINE 8 INVENTORY

ENGINE CAB

(3) Motorola Radios	(2) BK Radios
Station Cell Phone	4-Gas Monitor
Fuel Card	Thermal Imaging Camera
Scene Light	(3) SCBA's
(4) Yellow Traffic Vests	(3) ERG Books
Suction Device	(4) Head Seats
Clipboard	

Engineers Side Cab Compartment

Zoll Monitor	Airway Bag
C-Collar Bag	

Engineers First Compartment

2 ½" Nozzle	1" Forestry Nozzle
Scrench Tool	Wildland T
(2) Rubber Mallet	(2) Spanner Wrenches
1" Double Male NP	1" Double Female NP
1" Thread Adapter – NP to NH	1 ½" NH – 1" NP Reducer
(2) 2 ½" Double Female	(2) 2 ½" Double Male
(2) 2 ½" - 1 ½" Reducers	(2) 1 ½" - 1" Reducers
4" Double Male	4" Double Female
6" - 4" Reducer	4" - 2 ½" Reducer
4" Female to Storz	4" Male to Storz
2 ½" Nozzle	(2) 2 ½" - 1 ½" Gated Wyes
6" Strainer	2 ½" Shortie Hose

Engineers Side Second Compartment

KED Sled	Pick Headed Axe
Flat Headed Axe	Halligan
Bolt Cutters	Sledge Hammer
Pry Bar	

Engineers SCBA Compartments

Spare Oxygen Cylinder	(3) Spare SCBA Cylinders
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Engineers Side Third Compartment

Hurst Spreader	Hurst Cutters
Hurst Ram	Fire Extinguisher
Tool Box	REACH Helicopter Landing Lights

Captains Side First Compartment

(2) Life Safety Jackets	(3) Airbags
Airbag Kit (Remote & Hose)	SCBA Cylinder with Threads

Captains Side Second Compartment

Rescue 42s	(2) Crib It Tools
DeWalt Tool Bag (Drill & Reciprocating Saw)	(2) Reflective Triangles
Vehicle Lock-Out Tools	1 ½" Hose Pack

Captains SCBA Compartments

(3) Spare SCBA Cylinders	(2) 150' Rope Bags
Hardware & Software Bag	

Captains Side Third Compartment

1 Gallon PreMix Container	1 Gallon Gas Container
Chainsaw Chaps	Chainsaw
K-12 Saw	Fox Fury Bag

Rear Compartment

(3) Wildland Packs	50' 1 ½" Hose
50' 1 ½" Hose	5 Gallon Water Jug
Ventilation Fan	(2) Traffic Cones
(2) Spanners	Hydrant Wrench

Crows Nest

(2) McLeods	Flat Shovel
Spade Shovel	(4) Pulaskis

(8) Cribbings

Hydraulic Ladder Rack

(2) 6" Hard Suctions

24' Extension Ladder

14' Roof Ladder

10' Attic Ladder

6' Pike Pole

Hose Bed

600' 4" Hose

400' 2 1/2" Hose

150' 2 1/2" Exposure Line with Blitz

Rubbish Hook

Drywall Tool

EXHIBIT C

**Imperial County Fire Department
Preventative Maintenance Service Procedures**

Unit #: _____ Mileage: _____ Date: _____

Engine:

- ____ 1. Change engine oil
- ____ 2. Change oil filter
- ____ 3. Change air filter
- ____ 4. Change fuel filter
- ____ 5. Change water filter if applicable
- ____ 6. Check fan, alternator belts and tighten to proper tension
- ____ 7. Check motor mounts for signs of slack or wear
- ____ 8. Check all mounting bolts on intake and exhaust manifolds
- ____ 9. Check for bolt tightness and leaks on valve covers, oil pan
- ____ 10. Check carburetor operation and lube linkage
- ____ 11. Check engine performance, spark plugs, points, rotor, distributor cap, spark plug wires, if applicable
- ____ 12. Check front and rear oil seals
- ____ 13. Check water pump, bearing and seals
- ____ 14. Check overall engine cleanliness
- ____ 15. Check exhaust system for condition and leakage

Electrical system:

- ____ 1. Check alternator bearing, tightening belts to proper tension
- ____ 2. Check alternator and regulator for proper operation
- ____ 3. Check condition of battery cables
- ____ 4. Check batteries, condition and cleanliness; clean terminals and apply corrosion protection
- ____ 5. Check battery compartment; cleanliness and condition

- 1 ____ 6. Check all lights and emergency lighting equipment and sirens
2 ____ 7. Check starter for proper operation
3 ____ 8. Check operation of all dash instruments

4
5 **Cooling System:**

- 6 ____ 1. Check radiator for leaks and fluid condition
7 ____ 2. Check radiator core, clear of obstructions
8 ____ 3. Check heater core for leaks and proper operation
9 ____ 4. Check all engine heater hoses and hose clamps for leakage and deterioration
10 ____ 5. Check thermostat for proper operation (engine temperature)
11 ____ 6. Check fan and fan clutch; ensure all bolts are secured

12 **Air Conditioning Unit (if applicable):**

- 13 ____ 1. Check air conditioning units for proper operation
14 ____ 2. Check all hoses for leakage and deterioration
15 ____ 3. Check condenser core for cleanliness
16 ____ 4. Check compressor, bearings

17
18 **Transmission and Differentials:**

- 19 ____ 1. Check oil transmission (filter if applicable)
20 ____ 2. Change oil in transfer case
21 ____ 3. Check/change oil in differential
22 ____ 4. Check drive train U-joints for condition; check transmission, transfer case, and
23 differential seals for leakage
24 ____ 5. Check clutch, pressure plate and throw-out bearing for proper operation
25 ____ 6. Check clutch fluids (if applicable)
26 ____ 7. Check all mounting bolts on bell housing transmission, differential and rear
27 ____ 8. Check auto transmission fluid lines to fluid cooler for leakage
28 ____ 9. Check auxiliary transmission cooler for cleanliness
____ 10. Check clutch adjustment

Suspension/steering:

- ____ 1. Check springs, front and rear, for alignment, tightness of mounting bolts and brackets;
condition of shackles and center bolts
- ____ 2. Check operation and alignment of steering, both power and manual.
- ____ 3. Check oil level on power steering
- ____ 4. Check hoses for leakage and deterioration
- ____ 5. Check hydraulic steering ram seals for leaks
- ____ 6. Check front and rear wheel bearings; raised
- ____ 7. Grease all fittings with proper grease, using only manufacturer recommendations
- ____ 8. Check shock absorbers for proper operation and leaks
- ____ 9. Lube all linkage pins and swivel joints
- ____ 10. Check tires, condition and pressure

Brake system:

- ____ 1. Check brake fluid level, if applicable
- ____ 2. Check brake proper operation
- ____ 3. Check brake lining for excessive wear
- ____ 4. Check brake lines for leaks and deterioration
- ____ 5. Check for proper brake adjustment
- ____ 6. Lube brake exterior moving components (air)
- ____ 7. Check parking brake for proper adjustment

Air System:

- ____ 1. Check compressor for proper operation
- ____ 2. Check all air lines for leaks and deterioration
- ____ 3. Check condenser core for cleanliness

Pump and Valves:

- ____ 1. Check proper pump operation
- ____ 2. Check for proper pump packing adjustment

- ___ 3. Check primer oil level
- ___ 4. Check proper primer operation
- ___ 5. Check for proper relief valve operation
- ___ 6. Check pump panel gauges, valves, controls, and all pump controls elsewhere for operation and leakage
- ___ 7. Lube all valve controls
- ___ 8. Lube chick sans and reel chains

Body:

- ___ 1. Check all body doors and panels for loose or missing bolts
- ___ 2. Lube all hinges
- ___ 3. Check condition of all compartments, interior and exterior rust or damage; clean and repair as necessary
- ___ 4. Check general operation of unit; road test and pump test

Sign and date when Preventive Maintenance is complete:

Signature

Date



City Council **STAFF REPORT**

Document ID: 2026-547
Category: Ordinance - 1st Reading

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

FIRST READING AND INTRODUCTION OF AN ORDINANCE ESTABLISHING A 20 MPH PRIMA FACIE SPEED LIMIT IN SCHOOL ZONES PURSUANT TO ASSEMBLY BILL 382

BACKGROUND:

The City of Imperial remains committed to improving traffic, pedestrian, and bicycle safety, particularly in areas surrounding schools where children and families routinely travel to and from school.

In 2025, the California Legislature passed Assembly Bill 382 (AB 382), Pedestrian Safety: School Zones: Speed Limits, which was signed by the Governor and became effective January 1, 2026. AB 382 amended California law to provide local jurisdictions with additional authority to reduce speed limits in school zones.

Specifically, AB 382 added California Vehicle Code Section 22352.5, which authorizes a local authority, by ordinance or resolution, to determine and declare a prima facie speed limit of 20 miles per hour in a school zone. For purposes of this provision, a school zone generally includes an area of a highway within 500 feet of school grounds in any direction, unless otherwise posted and marked with appropriate signs giving notice of the area.

The proposed ordinance would exercise the authority granted to the City under AB 382 and establish a 20 MPH prima facie speed limit within qualifying school zones throughout the City of Imperial.

Reducing vehicle speeds around schools will provide drivers with additional reaction time and reduce stopping distances while providing greater protection for students, parents, school employees, pedestrians, bicyclists, and other roadway users.

Upon adoption and implementation of the ordinance, appropriate regulatory signage will be installed or modified to provide motorists with notice of the applicable 20 MPH school-zone speed limit.

FISCAL IMPACT:

Fiscal impacts associated with implementation of the ordinance are anticipated to consist primarily of costs associated with the purchase, modification, and installation of appropriate school-zone speed limit signage.

REQUESTED ACTION:

Introduction and First Reading of Ordinance No.836, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA, ESTABLISHING A PRIMA FACIE SPEED LIMIT OF 20 MILE PER HOUR (MPH) IN SCHOOL ZONES PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 22352.5.; Waive full reading and Read by Title Only and direct staff to place the ordinance on the next regular meeting agenda for second reading and adoption.

CITY MANAGER RECOMMENDATION:

Attachments:

1. 20 mph.1

ORDINANCE NO. 836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, CALIFORNIA,
ESTABLISHING A PRIMA FACIE SPEED LIMIT OF 20 MILES PER HOUR IN SCHOOL ZONES
PURSUANT TO CALIFORNIA VEHICLE CODE SECTION 22352.5.

The City Council of the City of Imperial does ordain as follows:

SECTION 1: Article XII of Chapter 13 of the Imperial Municipal Code is hereby enacted to read as follows:

ARTICLE XII

PRIMA FACIE SPEED LIMIT IN SCHOOL ZONES

Section 13.90.	Findings.
Section 13.91 .	Purpose.
Section 13.92.	Definitions.
Section 13.93.	Establishment of 20 MPH School Zone Speed Limit
Section 13.94	Signage and Implementation.
Section 13.95.	Enforcement.
Section 13.96.	Severability.

Section 13-90. Findings.

WHEREAS, the City Council of the City of Imperial is authorized under Article XI, Section 7 of the California Constitution to enact ordinances to protect the public health, safety, and welfare; and

WHEREAS, children traveling to and from school are among the most vulnerable users of the public right-of-way; and

WHEREAS, excessive vehicle speeds in the vicinity of schools increase the risk and severity of traffic related injuries and fatalities involving children; and

WHEREAS, California Vehicle Code (CVC) section 22352.5, as amended by Assembly Bill 382, authorizes local authorities to establish a prima facie speed limit of 20 miles per hour in school zones by ordinance or resolution, without the need for an Engineering and Traffic Survey (ETS); and

WHEREAS, the City Council finds that establishing a 20 MPH speed limit in school zones will serve to enhance safety, reduce traffic collisions, and promote safer routes of travel to school(s);

WHEREAS, The City Council finds and determines that this ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act due to there being no potential for physical change in the environment.

Section 13-91. Purpose.

The purpose of this ordinance is to establish a reduced speed limit of 20 miles per hour (“MPH”) in designated school zones within the City of Imperial to improve traffic safety for students, pedestrians, bicyclists, and the public.

Section 13-92. Definitions.

For purposes of this ordinance, the following definitions shall apply:

(a). “School” means any public or private elementary school, middle school, junior high school, or high school serving students in kindergarten through grade twelve (K–12).

(b). “School Zone” means any portion of a street or highway that is adjacent to or within five hundred (500) feet of the exterior boundaries of a school, as determined and designated by the City Engineer or Public Services Director.

(c). “School Hours” means the hours during which school is regularly in session, including arrival and dismissal times, as posted by signage or as determined by the City.

(d). “Children Present” means the presence of one or more children who appear to be under 18 years of age within the School Zone, including, but not limited to, sidewalks, crosswalks or school grounds adjacent to the roadway.

Section 13-93. Establishment of 20 MPH School Zone Speed Limit.

(a). A prima facie speed limit of twenty (20) MPH is hereby established on all streets within designated School Zones in the City of Imperial.

(b). The 20 MPH speed limit shall apply:

1. During posted school hours; and/or
2. By signage indicating “When children are present” or flashing beacons.

(c). This speed limit is established pursuant to California Vehicle Code Section 22352.5 and shall be enforceable upon the installation of appropriate signage.

Section 13-94. Signage and Implementation.

(a). The City Engineer or Public Services Director is authorized and directed to:

- (1). Identify and designate School Zones within the City of Imperial.
- (2). Install and maintain appropriate signage and pavement markings in compliance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).
- (3). Determine the specific limits, hours, and conditions under which the 20 MPH speed limit applies in each school zone.

Section 13-95. Enforcement

This ordinance shall be enforced by the Imperial Police Department or any other authorized law enforcement agency in the state of California, which is duly authorized to

enforce traffic laws. Violations shall be subject to the penalties provided under the California Vehicle Code.

Section 13-96. Severability.

If any provision, clause, sentence or paragraph of this ordinance, or the application to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are hereby declared to be severable.

Section 2. Effective Date

This ordinance shall take effect and shall be in force thirty (30) days after the date of adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published at least once in a newspaper of general circulation printed and published in the County of Imperial, together with the names of the member os the City Council voting for and against the same.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial this ___ day of May, 2026.

Ida Obeso-Martinez, Mayor

ATTEST:

By_____

Kristina Shields, City Clerk

I



City Council **STAFF REPORT**

Document ID: 2026-548
Category: Ordinance - 1st Reading

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: September 16, 2026

SUBJECT:

FIRST READING AND INTRODUCTION OF AN ORDINANCE ESTABLISHING REGULATIONS GOVERNING THE OPERATION AND USE OF UNMANNED AIRCRAFT SYSTEMS (UAS), COMMONLY REFERRED TO AS DRONES, WITHIN THE CITY OF IMPERIAL.

BACKGROUND:

The use of unmanned aircraft systems has increased significantly for recreational, commercial, and public safety purposes. While drone operations are primarily regulated by the Federal Aviation Administration (FAA), local governments may establish certain regulations addressing activities that affect public safety, privacy, and the use of City-owned property, provided those regulations do not conflict with federal or state law.

The proposed ordinance would establish a local framework for drone operations within the City of Imperial. The ordinance is intended to promote the safe and responsible use of drones while protecting the privacy, safety, and welfare of residents and visitors.

The ordinance may include provisions addressing the takeoff, landing, or operation of drones on or from City-owned property; interference with emergency response and public safety operations; unsafe or reckless drone activity; protection of privacy; operation near City facilities, public events, or other sensitive locations where legally permissible; and appropriate exemptions for law enforcement, fire, emergency services, governmental operations, and other authorized activities.

The ordinance would supplement, rather than replace, applicable federal and state regulations governing unmanned aircraft systems. Nothing in the ordinance would authorize the City to regulate matters that are exclusively within the jurisdiction of the FAA or otherwise preempted by federal or state law.

This agenda item constitutes the first reading of the proposed ordinance. If introduced by the City Council, the ordinance will return at a subsequent meeting for a second

reading and consideration for adoption.

FISCAL IMPACT:

None

REQUESTED ACTION:

Introduction and First Reading of Ordinance No.837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING CHAPTER ____ TO THE IMPERIAL MUNICIPAL CODE RELATING TO THE SAFE OPERATION OF UNMANNED AIRCRAFT SYSTEMS ("DRONES"); Waive full reading and Read by Title Only and direct staff to place the ordinance on the next regular meeting agenda for second reading and adoption.

CITY MANAGER RECOMMENDATION:

Attachments:

1. LEGAL REVIEW 2026-19 DRONE REGULATIONS ordinance draft (2176692.1)

ORDINANCE NO. 837

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL ADDING
CHAPTER ___ TO THE IMPERIAL MUNICIPAL CODE RELATING TO THE SAFE
OPERATION OF UNMANNED AIRCRAFT SYSTEMS ("DRONES")**

RECITALS

WHEREAS, the City Council of the City of Imperial is authorized under Article XI, Section 7 of the California Constitution to enact ordinances to protect the public health, safety, and welfare; and

WHEREAS, the use of unmanned aircraft systems ("UAS"), commonly referred to as drones, has increased substantially for recreational, commercial, governmental, and educational purposes; and

WHEREAS, while drones provide significant benefits for photography, surveying, agriculture, infrastructure inspection, emergency response, and other lawful activities, their operation may also present risks to persons, property, public infrastructure, emergency operations, and individual privacy when operated irresponsibly; and

WHEREAS, the City Council finds that drone operations occurring near public gatherings, critical infrastructure, emergency response activities, parks, public facilities, schools, and other sensitive locations may create unnecessary safety hazards, interfere with governmental operations, or adversely affect the peaceful enjoyment of public spaces; and

WHEREAS, the City Council recognizes this Ordinance is not intended to regulate matters exclusively reserved to the Federal Aviation Administration ("FAA"), federal law, or state law, but instead intends to regulate matters within the City's policing powers; and

WHEREAS, FAA acknowledges state and local government rights to retain authority in areas such as zoning, land use, privacy, trespass, law enforcement operations, and the management of public property, provided such regulations do not conflict with applicable federal law; and

WHEREAS, the City Council finds that protecting emergency responders, police and fire operations, public utilities, water and wastewater facilities, civic buildings, parks, recreational facilities, schools, and special events from unsafe drone activity serves an important governmental interest; and

WHEREAS, the City Council desires to establish clear and enforceable local regulations which encourage responsible use while minimizing risks to the community; and

WHEREAS, the City Council has considered all information presented regarding this Ordinance and finds that adoption of this Ordinance is in the best interests of the public health, safety, and welfare of the residents of the City of Imperial.

THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES ORDAIN AS FOLLOWS:

DRONE REGULATIONS

SECTION 1. Purpose and intent.

The purpose and intent of this Chapter is to effectively regulate unmanned aircraft and unmanned aircraft systems, commonly known as “Drones”, operated within the City to promote the health, safety, and general welfare of City residents. The City seeks to implement appropriate regulations of unmanned aircraft and unmanned aircraft systems (“UAS”) pursuant to the City’s police powers and its authority to issue regulations related to zoning, land use, privacy, trespass, and law enforcement operations. All regulations herein are intended to protect the health, safety, and welfare of the public and address specific areas of local municipal concern where the operation of unmanned aircraft and unmanned aircraft systems could cause harm and injury.

This Chapter is not intended to restrict persons operating commercial unmanned aircraft and unmanned aircraft systems in compliance with all applicable FAA rules and other applicable laws, outside of protected sites. This Chapter is not intended to restrict persons operating

Commented [KC1]: This revision was made for consistency with Section 4 of the ordinance which discusses “Protected Sites.”

unmanned aircraft and unmanned aircraft systems flown strictly for recreational purposes in compliance with all applicable FAA rules and other applicable laws, outside of protected sites.

Federal laws, state laws, and FAA rules and regulations are subject to change. Compliance with this Chapter may not constitute compliance with current, pending or future, federal laws, state laws or FAA rules and regulations. It is the responsibility of all persons operating, or involved in the operation of, unmanned aircraft and unmanned aircraft systems to ensure they follow all the legal duties that may be applicable to their involvement in the operation of any unmanned aircraft and unmanned aircraft systems.

This Chapter is not intended to preempt federal laws, State laws or FAA rules and regulations, but to operate in conjunction with those rules to promote the safe and lawful operation of unmanned aircraft and unmanned aircraft systems within the City.

SECTION 2. Definitions.

For purposes of this Chapter, the following definitions shall apply, unless the context clearly indicates otherwise, or if there is a conflict between a definition of this section and federal or state law, the definition set under federal or state law is controlling:

- (A) CITY MANAGER’S DESIGNEE - Means the City Manager or any agent of the City as designated by the City Manager.
- (B) EMERGENCY RESPONDER - Means any person engaged in providing emergency services who is an agent of the City, the County of Imperial, a public agency, a law enforcement agency, the fire department, or a public safety organization.
- (C) FAA - Means the Federal Aviation Administration.
- (D) PERSON - Means and includes any natural person, corporation, company, firm, association, organization, co-partnership, joint venture, trust, business trust, syndicate, estate, receiver, society, club, fraternal organization, any group or combination thereof acting as a unit, and any officer, agent, employee, or servant of any of the foregoing.

- (E) SPECIAL EVENT - Means any event, assembly, or gathering held on public land or openair facility, private property, or commercial or industrial facility, open to the public and intended to attract people. This includes, but is not limited to, sporting events, concerts, festivals, farmer’s markets, and other similar events.
- (F) LAW ENFORCEMENT OFFICER - Means any person authorized under federal, state, or local laws to enforce the laws and regulations of the City of Imperial, the State of California, or the United States of America.
- (G) DRONE - Means an unmanned aircraft.
- (H) UNMANNED AIRCRAFT - Means an aircraft operated without the possibility of direct human intervention from within or on the aircraft, as defined by *California Government Code § 853.5*.
- (I) UNMANNED AIRCRAFT SYSTEM - Means an unmanned aircraft and associated elements that are required for the operator to operate safely and efficiently in the national airspace system, as defined under *California Government Code § 853.5*.
- (J) SMALL, UNMANNED AIRCRAFT - Means an unmanned aircraft weighing less than 55 pounds at takeoff. This weight includes everything that is on board or otherwise attached to the aircraft before and after takeoff, in accordance with *14 C.F.R. § 1.1*.
- (K) SMALL, UNMANNED AIRCRAFT SYSTEM - Means an unmanned aircraft and associated elements that are required for the operator to operate safely and efficiently in the national airspace system, as defined under *14 C.F.R. § 1.1*.
- (L) FOREIGN CIVIL AIRCRAFT - Means any aircraft of foreign registry that is not part of the armed forces of a foreign nation, or a U.S. registered aircraft owned, controlled, or operated by persons who are not citizens or permanent residents of the United States, as defined in *14 C.F.R. § 375.1*.
- (M) DECLARATION OF COMPLIANCE - Means a record submitted to the FAA that certifies the small, unmanned aircraft conforms to the Category 2 or Category 3 requirements under *14 C.F.R. § 107.160, in accordance with 14 C.F.R. § 107*.

Commented [KC2]: This definition is taken directly from Government Code section 853.5; therefore, references to the federal statutes have been removed. The definitions of “small unmanned aircraft” and “small unmanned aircraft system” below are consistent with the cited federal statutes.

Commented [KC3]: 14 C.F.R. § 1.1 provides the definitions of “small unmanned aircraft” and “small unmanned aircraft system” that apply throughout the chapter of federal statutes for the FAA. The references to 14 C.F.R. § 170, 14 C.F.R. § 107.1, and 14 C.F.R. § 107.3 were removed because they are unnecessary and may create confusion.

Commented [KC4]: A similar revision was made here. *14 C.F.R. § 375.1* provides the definition used throughout that chapter.

- (N) REMOTE PILOT CERTIFICATE - Means a certificate issued pursuant to subpart C of *14 C.F.R. § 107* that satisfies all the requirements of *14 C.F.R. § 107.65* (See *14 C.F.R. § 107.52 through § 107.59*).
- (O) REMOTE PILOT - Means a person who holds a remote pilot certificate with a small, unmanned aircraft system rating and has final authority and responsibility for the operation and safety of a small, unmanned aircraft operation conducted in compliance with all provisions of *14 C.F.R. § 107* and all other federal, state, county, city or other regulations applicable to the date, time, location, and conditions of the small, unmanned aircraft operation.
- (P) PERSON MANIPULATING CONTROLS - Means a person other than the remote pilot who is controlling or manipulating the flight or flight controls of a small, unmanned aircraft in accordance with *14 C.F.R. § 107.12*.
- (Q) VISUAL OBSERVER - Means a person who is designated by the remote pilot to assist the remote pilot and the person manipulating the flight controls of the small, unmanned aircraft to see and avoid other air traffic or objects in flight or on the ground, as defined under *14 C.F.R. § 107.3*.
- (R) VISUAL LINE OF SIGHT - Means the remote pilot, the visual observer (if one is used), and the person manipulating the flight controls (if one is used) of the small, unmanned aircraft system must be able to see the unmanned aircraft throughout the entire flight with vision that is unaided by any device other than corrective lenses, as defined under *14 C.F.R. § 107.31*.
- (S) OPERATION WAIVER - Means the required official documentation, issued by the FAA under *14 C.F.R. § 11*, *14 C.F.R. § 107.200*, *14 C.F.R. § 107.205*, *49 U.S.C.A. § 44807*, or other applicable FAA provision, authorizing the operation of an unmanned aircraft in a way that falls outside the permissible operation limitations of federal regulations. An operation waiver is required to operate any unmanned aircraft weighing 55 pounds or more at takeoff, or during flight.
- (T) SPECIAL FLIGHT AUTHORIZATION FOR FOREIGN CIVIL AIRCRAFT - Means the required official documentation, issued by the FAA in accordance with *14 C.F.R. § 170.12(c)*, *14 C.F.R. § 170.13*, *14 C.F.R. § 91.715*, *14 C.F.R. § 357.11*, or other applicable

FAA provision, authorizing the operation of a foreign civil aircraft or a U.S. registered aircraft owned, controlled, or operated by persons who are not citizens or permanent residents of the United States.

SECTION 3. Operating requirements and restrictions.

No person may operate a drone, unmanned aircraft, or small, unmanned aircraft in a manner that is prohibited by any applicable federal, state, or local laws and regulations. In addition to all other applicable laws and regulations, the following shall apply to the operation of drones, unmanned aircrafts, and small, unmanned aircraft within the City of Imperial:

- (A) **Preflight designation of remote pilot.** In accordance with *14 C.F.R. § 107.19*, a remote pilot must be designated before any flight of a drone, unmanned aircraft, or small, unmanned aircraft.
- (1) **Requirements to qualify as a remote pilot.** In accordance with *14 C.F.R. § 107.12* and *California Public Utilities Code § 21409*, no person may act as a remote pilot unless:
- (a) That person has a remote pilot certificate with a small, unmanned aircraft rating issued pursuant to *14 C.F.R. § 107.52* through *§ 107.79* and satisfies the requirements of *14 C.F.R. § 107.65*; or
 - (b) The person is in possession of a valid FAA-issued operation waiver, or a special flight authorization for foreign civil aircraft, consistent with international standards, authorizing an airman to operate a civil foreign-registered small, unmanned aircraft without an FAA-issued remote pilot certificate with a small, unmanned aircraft system rating.
- (2) **Inspection of remote pilot certificate.** A remote pilot-, owner, or person manipulating the flight controls of a small, unmanned aircraft system must have their remote pilot certificate, with a small UAS rating and identification containing the information listed at *14 C.F.R. § 107.67(b)(1) - (3)*, in that person's physical possession and readily accessible to present for inspection, upon the request of any federal, state, or local law enforcement officer, and authorized representative of the agencies identified in *14 C.F.R. § 107.7*,

California Public Utilities Codes § 21410, § 21252, and all other applicable federal, state and local regulations.

(3) **Inspection of operation waiver.** A remote pilot, owner, or person manipulating the flight controls of a small, unmanned aircraft system under an operation waiver, or a special flight authorization for foreign civil aircraft, must have the operation waiver in their physical possession and readily accessible to present for inspection, upon the request of any federal, state, or local law enforcement officer, in accordance with 14 C.F.R. § 107, California Public Utilities Codes § 21410, § 21252, and all other applicable federal, state and local regulations.

(4) **General duties of a remote pilot.** In accordance with 14 C.F.R. § 107.19, a remote pilot has the following duties:

- (a) The remote pilot is directly responsible for and is the final authority as to the operation of the small, unmanned aircraft system.
- (b) The remote pilot must ensure that the small, unmanned aircraft will pose no undue hazard to other people, other aircraft, or other property in the event of a loss of control of the small, unmanned aircraft for any reason.
- (c) The remote pilot must ensure that the drone or small, unmanned operation complies with all applicable regulations of this chapter and all applicable FAA regulations.
- (d) The remote pilot must have the ability to direct the small, unmanned aircraft to ensure compliance with the applicable provisions of this chapter.

(B) **Inspection, testing and demonstration before operation.** The remote pilot, visual observer, owner, operator, or person manipulating the flight controls of a small, unmanned aircraft system must, upon request of law enforcement, allow any test or inspection of the small, unmanned aircraft system, the remote pilot, the person manipulating the flight controls of a small, unmanned aircraft system, and, if applicable, the visual observer to determine compliance with all applicable FAA regulations, in accordance with *14 C.F.R. § 107.7*.

(C) **Preflight remote pilot procedure.** In accordance with *14 C.F.R. § 107.49*, before any flight of a small, unmanned aircraft, the remote pilot must do each of the following:

- (1) The remote pilot must assess the operating environment, considering risks to persons and property in the immediate vicinity both on the surface and in the air. This assessment must include:
 - (a) Local weather conditions; and
 - (b) Local airspace and any flight restrictions; and
 - (c) The location of persons and property on the surface; and
 - (d) Other ground hazards.
- (2) The remote pilot must ensure that all persons directly participating in the small, unmanned aircraft operation are informed about the operating conditions, emergency procedures, contingency procedures, roles and responsibilities, and potential hazards; and
- (3) The remote pilot must ensure that all control links between the ground control station and the small, unmanned aircraft are working properly; and
- (4) If the small, unmanned aircraft is powered, the remote pilot must ensure that there is enough available power for the small, unmanned aircraft system to operate for the intended operational time; and
- (5) The remote pilot must ensure that any object attached or carried by the small, unmanned aircraft is secure and does not adversely affect the flight characteristics or controllability of the aircraft; and
- (6) If the operation is conducted over human beings, the remote pilot must ensure that the aircraft meets the requirements of *14 C.F.R. § 107.110*, *§ 107.120(a)*, *§ 107.130(a)*, or *§ 107.140*, as applicable; and
- (7) In accordance with *14 C.F.R. § 107.15*, no person may operate a civil small, unmanned aircraft system unless it is in a condition for safe operation. Before each flight, the remote pilot must check the small, unmanned aircraft system to determine whether it is in a condition for safe operation.

(D) Person manipulating controls. In accordance with *14 C.F.R. § 107.12*, no person may manipulate the flight controls of a small, unmanned aircraft system unless:

- (1) That person has a remote pilot certificate with a small, unmanned aircraft rating issued pursuant to *14 C.F.R. § 107.52* through *§ 107.79* and satisfies the requirements of *14 C.F.R. § 107.65*; or
- (2) That person is under the direct supervision of a remote pilot and the remote pilot can immediately take direct control of the flight of the small, unmanned aircraft.

(E) Use of a visual observer. In accordance with *14 C.F.R. § 107.33*, if a visual observer is used during the aircraft operation, all the following requirements must be met:

- (1) The remote pilot, the person manipulating the flight controls of the small, unmanned aircraft system, and the visual observer must always maintain effective communication with each other.
- (2) The remote pilot must ensure that the visual observer is able to maintain a continuous visual line of sight of the unmanned aircraft throughout the entire flight with vision that is unaided by any device other than corrective lenses, in accordance with *14 C.F.R. § 107.31*.
- (3) The remote pilot, the person manipulating the flight controls of the small, unmanned aircraft system, and the visual observer must coordinate to do the following:
 - (a) Scan the airspace where the small, unmanned aircraft is operating for any potential collision hazard; and
 - (b) Maintain awareness of the position of the small, unmanned aircraft through direct visual observation.

(F) **General operation requirements during flight.** The remote pilot, and the person manipulating the flight controls of the small, unmanned aircraft system, must comply with the operating regulations under *14 C.F.R. § 107 et seq.*, and all other applicable FAA regulations when operating a drone, unmanned aircraft, or small, unmanned aircraft, including:

- (1) **Required certification and registration.** In accordance with *14 C.F.R. § 107.13*, a person operating a drone, unmanned aircraft, or small, unmanned aircraft, for purposes of flight,

must ensure the drone, unmanned aircraft, or small, unmanned aircraft complies with all applicable FAA certification and registration requirements, including but not limited to the provisions of *14 C.F.R. § 91.203(a)(2)* and *California Public Utilities Code § 21411*.

(2) **Operation limitations during flight.** In accordance with *14 C.F.R. § 107.51* and all other applicable federal, state, and local regulations, a remote pilot, and the person manipulating the flight controls of the small, unmanned aircraft system, must comply with the following operating limitations when operating a small, unmanned aircraft system:

- (a) The groundspeed of the small, unmanned aircraft may not exceed 87 knots (100 miles per hour).
- (b) The altitude of the small, unmanned aircraft cannot be higher than 400 feet above ground level, unless the small, unmanned aircraft is flown within a 400-foot radius of a structure; and does not fly higher than 400 feet above the structure's immediate uppermost limit.
- (c) The minimum flight visibility, as observed from the location of the control station, must be no less than three statute miles. For purposes of this section, "flight visibility" means the average slant distance from the control station at which prominent unlighted objects may be seen and identified by day and prominent lighted objects may be seen and identified by night.
- (d) The minimum distance of the small, unmanned aircraft from clouds must be no less than 400 feet below the cloud and 2,000 feet horizontally from the cloud.

(3) **Medical condition.** In accordance with *14 C.F.R. § 107.17*, no person may manipulate the flight controls of a small, unmanned aircraft system or act as a remote pilot, visual observer, or direct participant in the operation of the small, unmanned aircraft if they have a physical or mental condition which would interfere with the safe operation.

(4) **Alcohol or drugs.** No person may manipulate the flight controls of a small, unmanned aircraft system, or act as a remote pilot, or a visual observer within eight hours after the consumption of any alcoholic beverage; while under the influence of alcohol; while using any drug that affects the person's faculties in a way contrary to safety; or while having an

alcohol concentration of 0.04 or greater in a blood or breath specimen, in accordance with *14 C.F.R. § 107.27*, *14 C.F.R. § 91.17* and *California Public Utilities Codes § 21407.1*, *§ 21415*.

(a) **Submission to testing related to alcohol or drugs.** A person manipulating the flight controls of a small, unmanned aircraft system or acting as a remote pilot or visual observer shall, upon request of a law enforcement officer, submit to a test to indicate the alcohol concentration in the blood or breath, or the presence of any drug in the blood, in accordance with *14 C.F.R. § 107.59*, *14 C.F.R. § 91.17*, and *California Public Utilities Codes § 21407.2* and *§ 21252*.

(b) **Refusal of testing.** The law enforcement officer requesting a person manipulating the flight controls of a small, unmanned aircraft system or acting as a remote pilot or visual observer to submit to a chemical test of the blood, breath, or urine in accordance with this section, shall report the information to Federal Aviation Administration for appropriate administrative action in accordance with *14 C.F.R. § 107.57*, *14 C.F.R. § 107.59*, *14 C.F.R. § 91.17*, and *California Public Utilities Codes § 21407.2*.

(5) **Operation of multiple unmanned aircraft.** In accordance with *14 C.F.R. § 107.35*, a person may not manipulate flight controls or act as a remote pilot or visual observer in the operation of more than one drone, unmanned aircraft, or small, unmanned aircraft at the same time, unless the operation is in accordance with a valid operation waiver.

(6) **Operation near aircraft.** In accordance with *14 C.F.R. § 107.37*, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft so close to another aircraft as to create a collision hazard. Each aircraft must yield the right of way to all aircraft, airborne vehicles, and launch and reentry vehicles. Yielding the right of way means that the aircraft must give way to the aircraft or vehicle and may not pass over, under, or ahead of it unless well clear.

(7) **Interference with airports and heliports.** In accordance with *14 C.F.R. § 107.43* and all other applicable federal regulations, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft in a manner that interferes with operations and traffic patterns at any airport or heliport. This is inclusive of any and all areas identified as belonging to the

Imperial County Airport, which is a county-owned public-use airport within the boundaries of the City of Imperial, and is mostly used for general aviation, military, and passenger services.

- (8) **Operation in certain airspace.** In accordance with *14 C.F.R. § 107.41*, and all other applicable FAA regulations, no person may operate a drone, unmanned aircraft, or small unmanned aircraft in Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport (which includes the Imperial County Airport) unless that person has prior authorization.

(a) Class B, C, D, and E airspace are defined under *14 C.F.R. § 71*.

- (9) **Flight restrictions in the proximity of certain areas designated by notice to airmen.** A person acting as a remote pilot must comply with the provisions of *14 C.F.R. § 91.137 through § 91.145* and *14 C.F.R. § 99.7*.

- (10) **Carriage of hazardous materials.** In accordance with *14 C.F.R. § 107.36*, a drone, unmanned aircraft, or small, unmanned aircraft may not carry hazardous material as defined in *49 C.F.R. § 171.8*.

- (11) **Operation from a moving aircraft or vehicle.** In accordance with *14 C.F.R. § 107.25*, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft from a moving aircraft. Additionally, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft from a moving land or water-borne vehicle unless:

(a) The small, unmanned aircraft is flown over a sparsely populated area and is not transporting another person's property for compensation or hire; or

(b) The operation is done in compliance with a valid operation waiver.

- (G) **Operations over human beings.** Except as provided in *14 C.F.R. § 107.39(a)*, *§ 107.39(b)* and *§ 107.145*, a remote pilot may conduct operations over human beings only in accordance with the following, as applicable: *14 C.F.R. § 107.110* for Category 1 operations; *14 C.F.R. § 107.115* and **14 C.F.R. § 107.120** for Category 2 operations; **14 C.F.R. §. 107.125** and **14 C.F.R. § 107.130** for Category 3 operations; or **14 C.F.R. § 107.140** for Category 4 operations.

Commented [KC5]: This change was made for consistency with 14 C.F.R. § 107.25. The statute expressly prohibits operating a drone from a moving aircraft. The statute prohibits operating a drone from a vehicle unless the listed exceptions are met.

- (1) Operation over human beings. Pursuant to **14 C.F.R. § 107.39**, no person may operate a small, unmanned aircraft over a human being unless:
- (a) The human being is directly participating in operations of small, unmanned aircraft; or
 - (b) That human being is located under a covered structure or inside a stationary vehicle that can provide reasonable protection from a falling small, unmanned aircraft; or
 - (c) The operation meets the requirements of at least one of the operational categories specified in **14 C.F.R. § 107.100-165**; or
 - (d) The operation is done in compliance with a valid operation waiver.
- (2) **Operation over human beings in moving vehicles.** Pursuant to *14 C.F.R. § 107.145*, no person may operate a small, unmanned aircraft over a human being located inside a moving vehicle unless the following conditions are met:
- (a) The operation occurs in accordance with *§ 107.110* for Category 1 operations; *§ 107.115* for Category 2 operations; *§ 107.125* for Category 3 operations; or *§ 107.140* for Category 4 operations.
 - (b) For an operation under Category 1, Category 2, or Category 3, the small, unmanned aircraft, throughout the operation must remain within or over a closed-or restricted access site, and all human beings located inside a moving vehicle within the closed-or restricted-access site must be on notice that a small, unmanned aircraft may fly over them; or must not maintain sustained flight over moving vehicles.
 - (c) For a Category 4 operation, the small, unmanned aircraft must have an airworthiness certificate issued by the FAA and be operated in accordance with the operating limitations approved by the FAA.
- (3) **Category 1 operations - 14 C.F.R. § 107.110.**
- (a) A remote pilot must use a small, unmanned aircraft that weighs 55 pounds or less on takeoff and throughout the duration of each operation under Category 1, including everything that is on board or otherwise attached to the aircraft, and does not contain

any exposed rotating parts that would lacerate human skin upon impact with a human being.

- (b) No remote pilot may operate a small, unmanned aircraft in sustained flight over open-air assemblies of human beings unless the operation meets the requirements of either *14 C.F.R. § 89.110* or *14 C.F.R. § 89.115(a)*.

(4) **Category 2 operations.** In accordance with *14 C.F.R. § 107.120*, to be eligible for use in Category 2 operations, the small, unmanned aircraft must be designed, produced, or modified such that it meets all the following requirements:

- (a) **Characteristics.** In accordance with *14 C.F.R. § 107.120(a)*, the small, unmanned aircraft will not cause injury to a human being that is equivalent to or greater than the severity of injury caused by a transfer of 11 foot-pounds of kinetic energy upon impact from a rigid object; does not contain any exposed rotating parts that would lacerate human skin upon impact with a human being; and does not contain any safety defects.
- (b) **Labeling.** In accordance with *14 C.F.R. § 107.120(b)(1)*, the small, unmanned aircraft must display a label on the small, unmanned aircraft indicating eligibility to conduct Category 2 operations. The label must be in English and be legible, prominent, and permanently affixed to the small, unmanned aircraft.
- (c) **Compliance.** In accordance with *14 C.F.R. § 107.120(b)(2)* and (3), the small, unmanned aircraft must meet the requirements of *14 C.F.R. § 107.120(b)* and have the necessary declaration of compliance.
- (d) In accordance with *14 C.F.R. § 107.115*, A remote pilot must use a small, unmanned aircraft that is eligible for Category 2 operations pursuant to *14 C.F.R. § 107.120(a)*; and is listed on an FAA accepted declaration of compliance as eligible for Category 2 operations in accordance with *14 C.F.R. § 107.160*; and is labeled as eligible to conduct Category 2 operations in accordance with *14 C.F.R. § 107.120(b)(1)*.
- (e) **Operation requirements.** No remote pilot may operate a small, unmanned aircraft in sustained flight over open-air assemblies of human beings unless the operation meets the requirements of either *14 C.F.R. § 89.110* or *14 C.F.R. § 89.115(a)*.

(5) **Category 3 operations.** In accordance with *14 C.F.R. § 107.130*, to be eligible for use in Category 3 operations, the small, unmanned aircraft must be designed, produced, or modified such that it meets the following requirements:

(a) **Characteristics.** In accordance with *14 C.F.R. § 107.130(a)*, the small, unmanned aircraft will not cause injury to a human being that is equivalent to or greater than the severity of the injury caused by a transfer of 25 foot-pounds of kinetic energy upon impact from a rigid object; does not contain any exposed rotating parts that would lacerate human skin upon impact with a human being; and does not contain any safety defects.

(b) **Labeling.** In accordance with *14 C.F.R. § 107.130(b)(1)*, the small, unmanned aircraft must display a label on the small, unmanned aircraft indicating eligibility to conduct Category 3 operations. The label must be in English and be legible, prominent, and permanently affixed to the small, unmanned aircraft.

(c) **Compliance.** In accordance with *14 C.F.R. § 107.130(b)(2)* and *(3)*, the small, unmanned aircraft must meet the requirements of *14 C.F.R. 107.130(b)* and have the necessary declaration of compliance.

(d) **Operation requirements.** In accordance with *14 C.F.R. § 107.125*, to conduct Category 3 operations, a remote pilot must use a small, unmanned aircraft that is eligible for Category 3 operations pursuant to *§ 107.130(a)*; is listed on an FAA-accepted declaration of compliance as eligible for Category 3 operations in accordance with *§ 107.160*; and is labeled as eligible for Category 3 operations in accordance with *§ 107.130(b)(1)*.

(e) **Operation limitations.** In accordance with *14 C.F.R. § 107.125*, to conduct Category 3 operations, a remote pilot must not operate the small unmanned aircraft over open-air assemblies of human beings; and may only operate above any human being if the operation is within or over a closed-or restricted-access site and all human beings located within the closed-or restricted-access site must be on notice that a small, unmanned aircraft may fly over them; or the small, unmanned aircraft does not maintain sustained flight over any human being unless that human being is directly

participating in the operation of the small, unmanned aircraft ; or is located under a covered structure, or inside a stationary vehicle that can provide reasonable protection from a falling small, unmanned aircraft.

- (6) **Labeling by remote pilot for Category 2 and Category 3 operations.** In accordance with *14 C.F.R. § 107.135*, if a Category 2 or Category 3 label affixed to a small, unmanned aircraft is damaged, destroyed, or missing, a remote pilot must label the aircraft in English such that the label is legible, prominent, and will remain on the small, unmanned aircraft for the duration of the operation before conducting operations over human beings. The label must correctly identify the category or categories of operation over human beings that the small, unmanned aircraft is qualified to conduct in accordance with *14 C.F.R. § 107.100* through *14 C.F.R. § 107.165*.
- (7) **Category 4 operations.** In accordance with *14 C.F.R. § 107.140*, to be eligible for use in Category 4 operations over human beings, the small, unmanned aircraft must meet the following requirements:
- (a) In accordance with *14 C.F.R. § 107.140(b)*, the small, unmanned aircraft must have an airworthiness certificate issued by the FAA and be operated in accordance with the operating limitations approved by the FAA.
 - (b) In accordance with *14 C.F.R. § 107.140(b)(3)* and *14 C.F.R. § 107.140(b)(c)*, the owner of the small, unmanned aircraft must have maintenance, preventive maintenance, alterations, or inspections performed on the small, unmanned aircraft in compliance with *14 C.F.R. § 107.140*, and the owner must maintain all records of maintenance, preventive maintenance, and alterations performed on the aircraft.
 - (c) In accordance with *14 C.F.R. § 107.140(d)*, compliance with *14 C.F.R. § 43* and part *14 C.F.R. § 91.401* through *14 C.F.R. § 91.421*, fulfills the requirements in paragraphs *14 C.F.R. § 107.140(b)(3)* and *14 C.F.R. § 107.140(c)*.
- (8) **Operating in multiple categories.** In accordance with *14 C.F.R. § 107.150*, a small, unmanned aircraft system may be eligible for one or more categories of operation over human beings under this subpart, if a remote pilot cannot inadvertently switch between modes or configurations.

(H) **Night operations.** In accordance with *14 C.F.R. § 107.29*, no person may operate a small, unmanned aircraft at night unless:

- (1) The remote pilot of the small, unmanned aircraft has completed an initial knowledge test or training, as applicable, under *14 C.F.R. § 107.65* after April 6, 2021; and
- (2) The small, unmanned aircraft has lighted anti-collision lighting visible for at least three statute miles that has a flash rate sufficient to avoid a collision. The remote pilot may reduce the intensity of, but may not extinguish, the anti-collision lighting if they determine that, because of operating conditions, it would be in the interest of safety to do so; or
- (3) The person is operating under a valid operation waiver issued after May 17, 2021.

(I) **Twilight operations.** In accordance with *14 C.F.R. § 107.29*, no person may operate a small, unmanned aircraft during civil twilight unless:

- (1) The small, unmanned aircraft has lighted anti-collision lighting visible for at least three statute miles that has a flash rate sufficient to avoid a collision. The remote pilot may reduce the intensity of, but may not extinguish, the anti-collision lighting if they determine that, because of operating conditions, it would be in the interest of safety to do so.
- (2) For purposes of this section, civil twilight is 30 minutes before official sunrise and 30 minutes after official sunset.

(J) **Hazardous operation.** In accordance with *14 C.F.R. § 107.15* and *California Public Utilities Code § 21407*, no person may:

- (1) Operate a drone, unmanned aircraft, or small, unmanned aircraft in a careless or reckless manner to endanger the life or property of another.
- (2) Allow an object to be dropped from a drone, unmanned aircraft, or small, unmanned aircraft in a manner that creates an undue hazard to persons or property.
- (3) Hazardous operation of a drone, unmanned aircraft, or small, unmanned aircraft includes any operation in violation of applicable federal, state, or local laws and regulations, including but not limited to, the operation of a drone, unmanned aircraft, or small unmanned aircraft without the required certification, registration, operation waiver, permit,

written authorization, records, or other necessary documentation for the operation of the drone, unmanned aircraft, or small, unmanned aircraft under the circumstances.

(4) In any proceeding charging operation of a drone, unmanned aircraft, or small, unmanned aircraft in violation of this section, the court in determining whether the operation was careless or reckless, may consider the standards for safe operation of aircraft prescribed by federal statutes or regulations governing aeronautics.

(5) No person may continue flight of a drone, unmanned aircraft, or small, unmanned aircraft when they know or have reason to know that the drone, unmanned aircraft, or small, unmanned aircraft is no longer in a condition for safe operation.

(K) **Invasion of privacy.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft in a manner that violates an individual's reasonable expectation of privacy, as set forth by all applicable state laws, or record or transmit any visual image, sound recording, or other physical impression of any person or private real property located in the City of Imperial under circumstances in which the subject person or owner of the subject real property has a reasonable expectation of privacy, including, but not limited to, inside the premises or curtilage of a private residence, office, or hotel room, or inside an enclosed yard or exterior deck. (See *California Civil Code* § 1708.8.)

(L) **Interference with personnel at the scene of an emergency.** In accordance with *California Penal Code* § 402, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft, within the City of Imperial, in a manner that impedes the activities of police officers, firefighters, emergency medical, or other emergency personnel, or military personnel coping with an emergency in the course of their duties during the time it is necessary for emergency vehicles or those personnel to be at the scene of the emergency or to be moving to or from the scene of the emergency for the purpose of protecting lives or property, unless it is part of the duties of that person's employment to operate a drone, unmanned aircraft, or small unmanned aircraft to view that scene or those activities.

(M) **Weapons.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft, within the City of Imperial, that contains, or has affixed or attached to it, hazardous materials,

Commented [KC6]: We removed the reference to Civil Code section 3480 because it provides the general definition of a public nuisance and is not directly applicable to this provision. However, we retained the reference to Civil Code section 1708.8 because it is relevant to the subject matter addressed in this section.

a weapon, a firearm, a bb device, an explosive, a device, or container assembled for the purpose of causing an explosion, or any other item that may be used as a weapon.

(N) **Public areas.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft, within the City of Imperial, over any public street, park, sidewalk, hiking trail, railway, parking lots or any other public areas in the City of Imperial where people or vehicles travel or gather, unless the operation is in accordance with all applicable federal, state, and local regulations.

(O) **Private property.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above any private property unless:

(1) The operation is conducted in compliance with the express written consent of the property owner, or if the property is being rented, with the express written consent of the current tenant of the property.

(2) Any operation of a drone, unmanned aircraft, or small, unmanned aircraft over private property must comply with all applicable federal, state, and local regulations.

(P) **Commercial property.** No person may operate a drone, unmanned aircraft, or small unmanned aircraft above any commercial property unless:

(1) The operation is conducted with the express written consent of the property owner, or if the property is being rented, with the express written consent of the current tenant of the property.

(2) Any operation of a drone, unmanned aircraft, or small, unmanned aircraft over commercial property must comply with all applicable federal, state, and local regulations.

(Q) **Injury.** Any person who causes injury to another person while operating a drone, unmanned aircraft, or small, unmanned aircraft shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the following:

(1) The operator shall notify the Imperial Police Department of the injury within 24 hours of the incident.

- (2) The operator shall give the operator's name and current residential address to the City's Police Department and shall also present a valid and unexpired form of identification issued by the United States federal government, a state government, or foreign government.
- (3) The operator shall render to any person injured during the incident reasonable assistance, including transporting, or planning for transporting, any injured person to a physician, surgeon, or hospital for medical or surgical treatment if it is apparent that treatment is necessary or if that transportation is requested by any injured person.
- (4) Each failure to report injury to another person as required by this section shall constitute a separate violation of this Chapter.
- (5) Compliance with this section does not constitute compliance with any other reporting requirements or mandatory duties required under federal, state, or local laws and regulations. It is the responsibility of all persons involved in any operation of a drone, unmanned aircraft, or small, unmanned aircraft to ensure they follow all applicable legal duties that may be applicable to their role in the operation of any drone, unmanned aircraft, or small, unmanned aircraft.

(R) **Property damage.** Any person who causes damage to the property of another person while operating a drone, unmanned aircraft, or small, unmanned aircraft shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the following:

- (1) The operator of the drone, unmanned aircraft, or small, unmanned aircraft shall immediately locate and notify the owner or person in charge of the damaged property; and
- (2) Provide the owner or person in charge of the damaged property with the full name and address of the operator and owner of the drone, unmanned aircraft, or small, unmanned aircraft involved; and
- (3) Upon request, the operator of the drone, unmanned aircraft, or small, unmanned aircraft shall also present the owner or person in charge of the damaged property with all the following applicable information:

- (a) The operator's remote pilot certificate; or
 - (b) Proof the operator has passed an aeronautical knowledge and safety test described in subsection 49 U.S.C. § 44809(g); or
 - (c) A valid operation waiver; or
 - (d) Other documentation authorizing the operation of the drone, unmanned aircraft, or small, unmanned aircraft involved; and
 - (e) The registration and identification information of the drone, unmanned aircraft, or small, unmanned aircraft involved; and
 - (f) A valid and unexpired form of identification issued by the United States federal government, a state government, or foreign government.
 - (g) The information presented shall include the current residence address of the operator and owner of the drone, unmanned aircraft, or small, unmanned aircraft involved.
- (4) If the operator of the drone, unmanned aircraft, or small, unmanned aircraft is unable to locate and notify the owner or person in charge of the damaged property they shall leave in a conspicuous place on the property damaged a written notice giving the name and address of the operator and of the owner of the drone, unmanned aircraft, or small unmanned aircraft involved and a statement of the circumstances thereof. The operator must also provide this information to the City's Police Department within 24 hours of the incident.
- (5) The operator of the drone, unmanned aircraft, or small, unmanned aircraft shall take reasonable steps to determine the value of the damage and if the value of the damage to the property involved exceeds \$1,000, the operator shall notify the City's Police Department within 24 hours of determining, or being informed of, the value of the damage.
- (6) Each failure to report an incident of property damage as required by this section shall constitute a separate violation of this Chapter.
- (7) Compliance with this section does not constitute compliance with any other reporting requirements or mandatory duties required under federal, state, or local laws and regulations. It is the responsibility of all persons involved in any operation of a drone,

unmanned aircraft, or small, unmanned aircraft to ensure they follow all applicable legal duties that may be applicable to their role in the operation of any operation of a drone, unmanned aircraft, or small, unmanned aircraft.

(S) **No Fly proclamations.** The City Manager, the Police Chief, the Fire Chief, or their respective designees may issue "No Fly" proclamations prohibiting drone, unmanned aircraft, or small, unmanned aircraft operations in the City of Imperial as necessary to protect public safety. No Fly proclamations shall specify the locations, dates, and times that drone, unmanned aircraft, or small, unmanned aircraft operations are prohibited and shall be posted on the City's website, social media accounts, at City Hall, at the Police Department, or any combination thereof. Operators of drones, unmanned aircraft, or small, unmanned aircraft are required to verify whether a No-Fly proclamation is in effect prior to initiating drone, unmanned aircraft, or small, unmanned aircraft operations. No-Fly proclamations may be imposed citywide or limited to certain areas and may be in effect for certain times or for certain dates in their entirety, as necessary to protect public safety. It is a violation to operate a drone, unmanned aircraft, or small unmanned aircraft during No-Fly hours, or to fail to immediately cease drone, unmanned aircraft, or small, unmanned aircraft operations after being notified by law enforcement or an agent of a public safety agency that a No-Fly restriction is in effect.

SECTION 4. Protected sites.

(A) **Operations in protected sites.** In accordance with *14 C.F.R. § 107.45*, no person may operate a drone, unmanned aircraft, or small, unmanned aircraft in prohibited or restricted areas unless that person has permission from the use or controlling agency, as appropriate.

(1) **City government buildings.** No person may operate a drone, unmanned aircraft, or small unmanned aircraft above or within a 400-foot horizontal distance of any city government building, unless:

Commented [KC7]: We revised the altitude limit from 500 feet to 400 feet throughout this section to maintain consistency with 14 C.F.R. § 107.51(b), which generally limits drone operations to a maximum altitude of 400 feet above ground level.

- (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the city manager or primary administrator of the building.
 - (c) The remote pilot must have written authorization in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer, the chief administrator of the building, City Manager, or other designated representative of the City of Imperial.
- (2) **City hall.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of City Hall, unless:
- (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the City Manager or other designated representative of the City of Imperial.
 - (c) The remote pilot must have written authorization in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer, the chief administrator of the building, the City Manager or the designated representative of the City of Imperial.
- (3) **Courts.** No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any courthouse or courthouse facilities that are operated, controlled, owned, operated, or managed by the State of California, the Judicial Council of California, or United States Government unless:
- (a) The operation follows all applicable federal, state and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the designated representative of the State of California or the Judicial Council of California.
 - (c) The remote pilot must have the written authorization of the designated representative of the State of California or the Judicial Council of California in their physical possession and readily accessible to present for inspection, upon the request of any law

enforcement officer, judge or commissioner of the courthouse, or the designated representative of the State of California or the Judicial Council of California.

(4) Police station(s). No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any Imperial police station, structure, or facility, unless:

- (a) The operation is following all applicable federal, state, and local laws and regulations; and
- (b) Is operating in compliance with the written authorization of the Police Chief or the designated representative of the Imperial Police Department.
- (c) The remote pilot must have the written authorization of the Police Chief, or the designated representative of the Imperial Police Department, in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the Imperial Police Department.

(5) Fire station(s). No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any fire station, structure, or facility, unless:

- (a) The operation follows all applicable federal, state, and local laws and regulations; and
- (b) Is operating in compliance with the written authorization of the Fire Department.
- (c) The remote pilot must have the written authorization of the Fire Department in their physical possession and be readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the Fire Department.

(6) Schools. No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any school building, property, or facility unless:

- (a) The operation follows all applicable federal, state and local laws and regulations; and
- (b) Is operating in compliance with the written authorization of the principal or superintendent of the school.

- (c) The remote pilot must have written authorization of the principal or superintendent of the school in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer, school staff, or representative of the school or school district.
- (7) Public utility facilities. No person may operate a drone, unmanned aircraft, or small unmanned aircraft above or within a 400-foot horizontal distance of any public utility facility, including, but not limited to, any water, sewage, or electric generating facility, unless:
- (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the public utility facility.
 - (c) The remote pilot must have written authorization of the public utility facility in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the public utility facility.
- (8) Communication and utility lines. No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any cell tower, overhead wire, cable, conveyor, or similar equipment for the transmission of sounds, signal, heat, light, power, utility, or data, within the city, unless:
- (a) The operation follows all applicable federal, state and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the chief administrator of the equipment.
 - (c) The remote pilot must have the written authorization of the chief administrator of the equipment in their physical possession and be readily accessible to present for inspection, upon the request of any law enforcement officer, or chief administrator of the equipment.
- (9) Religious institutions. No person may operate a drone, unmanned aircraft, or small unmanned aircraft above or within a 400-foot horizontal distance of any place of worship, building, facility, or property owned, rented or operated by a religious institution, unless:

- (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the designated representative of the religious institution.
 - (c) The remote pilot must have written authorization of the designated representative of the religious institution in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the religious institution.
- (10) County buildings. No person may operate a drone, unmanned aircraft, or small unmanned aircraft above or within a 400-foot horizontal distance of any building, property, or facilities that are operated, controlled, owned, or managed by the County of Imperial, unless:
- (a) The operation follows all applicable federal, state and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the designated representative of the County of Imperial.
 - (c) The remote pilot must have written authorization of the designated representative of the County of Imperial in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or employee of the County of Imperial.
- (11) State buildings. No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any building, property, or facilities that are operated, controlled, owned, or managed by the State of California, unless:
- (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the designated representative of the State of California.

- (c) The remote pilot must have written authorization of the State of California in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the State of California.
- (12) Federal buildings. No person may operate a drone, unmanned aircraft, or small unmanned aircraft above or within a 400-foot horizontal distance of any building, property, or facilities that are operated, controlled, owned, or managed by the United States of America, unless:
 - (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the designated representative of the United States of America.
 - (c) The remote pilot must have the written authorization of the designated representative of the United States of America in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer or representative of the United States of America.
- (13) Special events. No person may operate a drone, unmanned aircraft, or small, unmanned aircraft above or within a 400-foot horizontal distance of any special event held in the city, unless:
 - (a) The operation follows all applicable federal, state, and local laws and regulations; and
 - (b) Is operating in compliance with the written authorization of the City Manager or their designee.
 - (c) The remote pilot must have written authorization of the city Manager or their designee in their physical possession and readily accessible to present for inspection, upon the request of any law enforcement officer, the City Manager or their designee.

SECTION 5. Exemptions.

- (A) In accordance with 14 C.F.R. § 48.15 and 49 U.S.C.A. § 44809, a person may operate a drone or unmanned aircraft in the City of Imperial without specific certification or operating

authority from the Federal Aviation Administration if the operation adheres to the following limitations:

- (1) The aircraft is flown strictly for recreational purposes.
 - (2) The aircraft is operated in accordance with or within the programming of a community-based organization's set of safety guidelines that are developed in coordination with the Federal Aviation Administration.
 - (3) The aircraft is flown within the visual line of sight of the person operating the aircraft or a visual observer co-located and in direct communication with the operator.
 - (4) The aircraft is operated in a manner that does not interfere with and gives way to any manned aircraft.
 - (5) In Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, the operator obtains prior authorization from the Administrator or designee before operating and complies with all airspace restrictions and prohibitions.
 - (6) In Class G airspace, the aircraft is flown from the surface to not more than 400 feet above ground level and complies with all airspace restrictions and prohibitions.
 - (7) The operator has passed an aeronautical knowledge and safety test described in subsection 49 U.S.C. § 44809(g) and maintains proof of test passage to be made available to the Administrator or law enforcement upon request.
- (B) Drone or unmanned aircraft operations that do not comply with all requirements in this section must comply with all federal, state, and local laws and regulations generally applicable to drones, unmanned aircraft, and small, unmanned aircraft, including but not limited to registration requirements, and obtaining operating authority from the Federal Aviation Administration.
- (C) The provisions of this Chapter shall not apply to any drone, unmanned aircraft, or small unmanned aircraft that is used or operated on behalf of the City or any law enforcement, public safety, emergency service or government agency in compliance with all applicable federal, state, and local laws and regulations.

- (D) The provisions of this Chapter shall not apply to any aircraft that is used or operated on behalf of the Armed Forces of the United States.

SECTION 6. Commercial operations.

- (A) In addition to the other requirements of this Chapter, commercial drone, unmanned aircraft, or small, unmanned aircraft operators must comply with all applicable federal, state, and local laws and regulations while operating within the City.
- (B) A business license must be obtained from the city before commencing any commercial drone, unmanned aircraft, or small, unmanned aircraft activities within the city. If commercial drone, unmanned aircraft, or small, unmanned aircraft activities involve operating in, or passing through, multiple jurisdictions, the commercial drone, unmanned aircraft, or small, unmanned aircraft operator is responsible for paying the proportionate business license fees and taxes due to the city for the proportion of operations occurring within the limits of the city and its airspace.
- (C) Commercial drone, unmanned aircraft, or small, unmanned aircraft operators must submit a request for approval for at least ten business days to the City before commencing any commercial drone, unmanned aircraft, or small, unmanned aircraft operations. The request for approval must include each of the following:
- (1) The intended flight plan; and
 - (2) The date of the operation; and
 - (3) If the operation is done during the day or night; and
 - (4) If the operation is done over human beings; and
 - (5) If the operation is done over vehicles; and
 - (6) Any FAA approved operation waiver; and
 - (7) Number of drones, unmanned aircraft, or small, unmanned aircraft; and

- (8) All required registration, identification and certification numbers for all drones, unmanned aircraft, or small, unmanned aircraft being used during the operation; and
- (9) The full names of all remote pilots, visual observers (if used), or persons manipulating controls (if used); and
- (10) A copy of all remote pilot certificates for all remote pilots participating in the operation.

(D) Before approval the remote pilot, visual observer, owner, operator, or person manipulating the flight controls of a small, unmanned aircraft system must, upon request of the City, allow any test or inspection of the small, unmanned aircraft system, the remote pilot, the person manipulating the flight controls of a small, unmanned aircraft system, and, if applicable, the visual observer to determine compliance with all applicable federal, state, and local laws and regulations, and this Chapter, in accordance with 14 C.F.R. § 107.7 and 14 C.F.R. § 107.45.

SECTION 7. Enforcement.

- (A) Any drone, unmanned aircraft, or small, unmanned aircraft operated in violation of any provision of this Chapter is hereby declared to be a public nuisance.
- (B) Any unmanned aircraft system, or small, unmanned aircraft system operated in violation of any provision of this Chapter is hereby declared to be unlawful and a public nuisance.
- (C) Any party who engages in a violation of this Chapter, or who owns, possesses, manages, controls, operates, or has charge of any drone, unmanned aircraft, or small, unmanned aircraft in violation of this Chapter, shall be subject to the penalties and remedies provided by this Chapter.
- (D) Any violation of this Chapter shall constitute a separate offense for each day the violation occurs or persists.
- (E) Any person in violation of any provision of this Chapter shall be guilty of a misdemeanor and shall be punishable by a fine of up to \$1,000 and by imprisonment of up to six months in jail.

- (F) Any person in violation of any provision of this Chapter shall be punishable by an administrative fine of up to \$1,000 per offense per day.
- (G) Any intentional injury or property damage caused while operating a drone, unmanned aircraft, or small, unmanned aircraft, that is otherwise in compliance with the applicable provisions of this chapter and all other applicable federal, state, and local laws and regulations, shall constitute a violation of this chapter.
- (H) Any injury or property damage caused while operating a drone, unmanned aircraft, or small unmanned aircraft, that is not in compliance with the applicable provisions of this chapter and all other applicable federal, state, and local laws and regulations, shall constitute a violation of this chapter.
- (I) Upon any violation of this Chapter, the City Manager's Designee, any Emergency Responder, or any other law enforcement officer (collectively "Officer") shall be authorized to use reasonable force during the lawful performance of their duties to cause any violating drone, unmanned aircraft, or small, unmanned aircraft to land on the ground. Neither the City, nor the Officers involved, shall be liable for any damage to a drone, unmanned aircraft, or small, unmanned aircraft caused by an Officer if such damage was reasonably necessary to the enforcement of this Chapter. (See California Penal Code § 402, California Government Codes § 820.2, § 853 and § 853.1)
- (J) Neither the City, nor any Emergency Responders involved, shall be liable for any damage to any drone, unmanned aircraft, or small, unmanned aircraft caused by an Emergency Responder while performing emergency services if such damage was reasonably necessary to ensure unhindered performance of emergency services. (See California Government Codes § 820.2, § 853 and § 853.1)
- (K) Any drone, unmanned aircraft, or small, unmanned aircraft found to be operated in violation of this Chapter may be impounded and held as evidence in any enforcement proceeding, including a proceeding brought under this Chapter. Any impounded drone, unmanned aircraft, or small, unmanned aircraft will be returned at the conclusion of any enforcement proceeding upon payment to the City of an impound fee as set forth by separate resolution.

(L) The expenses of seizing, eradicating, destroying, or taking remedial action with respect to any impounded drone, unmanned aircraft, or small, unmanned aircraft shall be recoverable from the owner and operator of the drone, unmanned aircraft, or small, unmanned aircraft. Proof of liability for any forfeiture petition under this Chapter shall be by a preponderance of the evidence.

(M) These penalties and remedies are cumulative, and in addition to any other penalties and remedies available to the city.

SECTION 8. Severability

If any provision, clause, sentence or paragraph of this ordinance, or the application to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 9. CEQA

The City Council finds and determines that this Ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") due to there being no potential for the resulting in the physical change in the environment, either directly or ultimately.

SECTION 8. Effective Date

This ordinance shall take effect thirty (30) days after its adoption and shall be codified in the Imperial Municipal Code.

PASSED, APPROVED, AND ADOPTED

by the City Council of the City of Imperial, California, on the ____ day of _____, 2026