



## Imperial City Council

*Ida Obeso-Martinez – Mayor Pro-Tem  
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 92251-1637

**February 4, 2026**

**Closed Session at 06:00 pm**

**Open Session at 07:00 pm**

*The City Council meetings are live-streamed on the City's Facebook page at [www.facebook.com/cityofimperial](http://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](mailto: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](mailto: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 [www.https://cityofimperial.org/cc-agenda-archive](https://cityofimperial.org/cc-agenda-archive). Supplemental writing 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. Please see the City Clerk for additional information. 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:** 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).)

- i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457
- ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW.

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation (Gov. Code §54956.9(d)(2)) – 1 Potential Case  
Initiation of Litigation (Gov. Code §54956.9(d)(4)) – 1 Case

**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

**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. Approval of the 2026 Memorandum of Understanding with the High Intensity Drug Trafficking Areas (HIDTA) Program.
- A-3. Authorization to reject claim CW file number CJP-3055815 SDV N. Valdez as recommended by Carl Warren.
- A-4. Receive and file the Q1 budget report for FY25-26 and approve Resolution No. 2026-07.

**B. PUBLIC HEARING (DISCUSSION/ACTION):**

- B-1. Public hearing to discuss the intent to vacate a public right-of-way portion of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street.

**Presenter:** Othon Mora, Community Development Director

**Recommendation:** Adopt Resolution No. 2026-03, RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY.

**C. ACTION ITEMS (DISCUSSION/ACTION):**

- C-1. Adopt Resolution No. 2026-05, approving a Military Equipment Use Policy for the Imperial Police Department.

**Presenter:** Aaron Reel, Police Chief

**Recommendation:** Adopt Resolution No. 2026-05, A RESOLUTION APPROVING MILITARY EQUIPMENT USE POLICY FOR THE IMPERIAL POLICE DEPARTMENT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075 AB481.

**D. REPORTS:**

- D-1. Department Reports
- D-2. City Manager Report
- D-3. Mayor and Councilmember Reports

**ADJOURNMENT:** The next regular meeting of the Imperial City Council will be held on Wednesday, February 18, 2026.

Check Register Report

Date: 01/30/2026

Time: 11:39 am

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CITY OF IMPERIAL

BANK: US BANK

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130059	01/14/26	Printed			5201	AIR MED CARE NETWORK	5882-01062026 86169	95.00
130060	01/14/26	Reconciled		01/26/26	8924	ALENE TABER LAW	00110 85730	17,986.86
130061	01/14/26	Reconciled		01/21/26	195	ALLIED WASTE	0467-001766860 86300	178,593.45
130062	01/14/26	Printed			8843	AMANDA CASTRO	BALANCE - 2/7/26 86226	3,375.00
130064	01/14/26	Reconciled		01/20/26	5956	AMAZON CAPITAL SERVICES	14TC-XYPL-H4WM 85843	6,692.72
130065	01/14/26	Reconciled		01/22/26	7078	APPLIED CONCEPTS	469344 85825	5,238.55
130066	01/14/26	Printed			8957	ARSENIO BALTAZAR	9325-0137/642 W BREWER #92	28.35
130067	01/14/26	Reconciled		01/21/26	1851	AT&T LONG DISTANCE	760-355-1158 1/12/26	2,871.75
130068	01/14/26	Reconciled		01/21/26	8279	AT&T MOBILITY	287335981894X01042026	6,079.87
130069	01/14/26	Reconciled		01/22/26	5994	AUTOZONE INC.	02803034590 85829	112.60
130071	01/14/26	Printed			4400	BABCOCK LABORATORIES, INC.	CL51463-8203 86283	2,814.25
130072	01/14/26	Reconciled		01/23/26	8959	BIKRAM SINGH	9814-1452/266 PUERTO ESCONDIDO	115.11
130073	01/14/26	Printed			3828	BLANC IMAGE PRODUCTIONS	CARNAVAL 2/7/26- BALANCE 86225	325.00
130074	01/14/26	Reconciled		01/21/26	7158	BLUETARP FINANCIAL, INC.	J48447 86228	342.64
130075	01/14/26	Reconciled		01/23/26	8747	BLUETRITON BRANDS INC.	06A8730277992	494.89
130076	01/14/26	Reconciled		01/20/26	7808	BOOT BARN INC.	INV00557520 H SALCEDO 84838	340.97
130077	01/14/26	Reconciled		01/26/26	8296	BRAWLEY ANALYTICAL, INC.	001710 86284	328.50
130078	01/14/26	Reconciled		01/26/26	674	BRENNTAG	BPI570692 86282	4,581.48
130079	01/14/26	Reconciled		01/21/26	6286	BURKE, WILLIAMS & SORENSEN, LL	357706 86166	37.00
130080	01/14/26	Reconciled		01/22/26	3669	CANON U.S.A. INC	42435661 86120	357.63
130081	01/14/26	Reconciled		01/23/26	8030	CARGORAXX LLC	3465 85811	3,887.81
130082	01/14/26	Reconciled		01/23/26	6222	CODE EXXPERS, LLC	2025-0026 86351	950.00
130083	01/14/26	Printed			3135	COUNTY OF SAN DIEGO, RCS	26IMPCCPDN06 85838	1,525.00
130084	01/14/26	Reconciled		01/26/26	1603	CPRS	137690 T. LOPEZ 2026 86215	355.00
130085	01/14/26	Reconciled		01/23/26	569	DESERT VETERINARY GROUP	329219 85837	100.00
130086	01/14/26	Reconciled		01/22/26	2815	DEVELOPMENT MANAGEMENT GROUP	DMG123125 DEC 2025 85733	5,000.00
130087	01/14/26	Reconciled		01/21/26	4049	DIVISION OF THE STATE	4TH QTR OCT-DEC 2025 86113	201.20
130088	01/14/26	Reconciled		01/23/26	207	EL CENTRO MOTORS	5244697 86295	761.80
130089	01/14/26	Reconciled		01/26/26	8064	ENTERPRISE FLEET MANAGEMENT,	575205A-010626 86118	16,677.54
130090	01/14/26	Reconciled		01/21/26	019	FERGUSON ENTERPRISES, LLC	5951910 86297	19.02
130091	01/14/26	Reconciled		01/22/26	7720	GREEN RUBBER-KENNEDY AG	I-109408 86287	464.47
130092	01/14/26	Reconciled		01/27/26	8490	GUARDIAN ALLIANCE TECHNOLOGIES	32065 85839	125.00
130093	01/14/26	Reconciled		01/21/26	8224	HEALTH AND HUMAN RESOURCE	E0360850 FEB 2026 86165	144.44
130094	01/14/26	Reconciled		01/15/26	3039	HOLTVILLE TRIBUNE	0102078 85680	540.00
130095	01/14/26	Printed			4271	HUMANE SOCIETY OF IMPERIAL	DECEMBER 2025 85840	490.00
130096	01/14/26	Reconciled		01/26/26	3205	IMPERIAL COUNTY SHERIFFS DEPT.	12312025-01 DISPATCH Q3 85836	75,000.00
130097	01/14/26	Reconciled		01/23/26	2914	IMPERIAL COUNTY TRANSPORTATION	26-15 86119	2,615.91
130098	01/14/26	Reconciled		01/27/26	028	IMPERIAL IRRIGATION DISTRICT	JANUARY 12, 2026	55,209.26
130099	01/14/26	Reconciled		01/21/26	4264	IMPERIAL IRRIGATION DISTRICT	3139598 1/13/26	4,006.00
130100	01/14/26	Reconciled		01/21/26	221	IMPERIAL PRINTERS	25-3873 85845	211.19
130102	01/14/26	Reconciled		01/23/26	3187	IMPERIAL TRUSS & LUMBER CO.	B81726 85682	305.21
130103	01/14/26	Reconciled		01/23/26	1315	IMPERIAL VALLEY RESOURCE	2526-0039 86117	5,225.91
130111	01/14/26	Reconciled		01/22/26	6472	INGRAM LIBRARY SERVICES	93323992 85794	2,417.52

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130114	01/14/26	Reconciled		01/22/26	8141	JGC GOVERNMENT RELATIONS, INC.	2109 85727	3,000.00
130115	01/14/26	Printed			008	JIM REITER'S LOCKSMITH & SAFE	279598 86290	355.86
130116	01/14/26	Printed			868	K-C WELDING & RENTALS, INC.	222762 86233	188.61
130118	01/14/26	Reconciled		01/21/26	5580	KOPPEL & GRUBER PUBLIC FINANCE	25-1658 PASEO LIGHTING 86116	18,095.09
130119	01/14/26	Reconciled		01/20/26	1647	LA BRUCHERIE IRRIGATION SUPPLY	318046 86230	1,135.39
130120	01/14/26	Reconciled		01/21/26	1996	LEE TIRE CO.	409475 86232	1,693.51
130121	01/14/26	Printed			6499	MARIO ROACHO	CARNAVAL 2/7/26- BALANCE 86224	3,500.00
130122	01/14/26	Reconciled		01/15/26	6499	MARIO ROACHO	CARNAVAL 2/7/26- DEPOSIT 86223	3,500.00
130123	01/14/26	Reconciled		01/21/26	1190	MISSIONSQUARE - 304257	1/9/26	451.40
130124	01/14/26	Reconciled		01/22/26	8669	NAPA AUTO PARTS	571735 86229	284.11
130125	01/14/26	Reconciled		01/21/26	4481	O'REILLY	2687-187827 85834	21.51
130126	01/14/26	Reconciled		01/21/26	8577	OMEGA POLYGRAPH LLC	02158 85842	250.00
130127	01/14/26	Reconciled		01/27/26	6530	PEER SOFTWARE INC.	U26-48149 86361	1,322.00
130128	01/14/26	Printed			4262	PYRAMID BUILDING & ENGINEERING	29-22-12 85963	311,976.21
130129	01/14/26	Reconciled		01/20/26	8516	QUICK QUACK CAR WASH	ARB247027 85835	360.81
130130	01/14/26	Reconciled		01/26/26	3843	RETURN TO WORK PARTNERS INC	29443 86167	1,979.50
130131	01/14/26	Reconciled		01/20/26	979	SELLERS PETROLEUM	CL48440	13,984.31
130132	01/14/26	Reconciled		01/26/26	8445	SENSUS USA INC.	ZA25007700 86292	98.59
130133	01/14/26	Reconciled		01/21/26	5706	SHI INTERNATIONAL CORP	B20669677 86356	1,067.74
130134	01/14/26	Reconciled		01/26/26	7623	STERICYCLE, INC.	1000153538 86112	258.56
130135	01/14/26	Reconciled		01/21/26	6193	STRADLING YOCCA CARLSON&RAUTH,	427144 85732	20,097.00
130136	01/14/26	Reconciled		01/23/26	3570	SWANK MOTION PICTURES, INC	4144979 86220	870.00
130137	01/14/26	Printed			8958	SYLVIA MOORE	9223-0042/2684 JADE TREE	31.74
130138	01/14/26	Printed			4032	TIMOTHY REILLY	8714-1052/211 SAN FELIPE	104.23
130139	01/14/26	Reconciled		01/15/26	8532	TYLER BRINKERHOFF	011 85729	1,500.00
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130146	01/14/26	Reconciled		01/20/26	7467	V & V MANUFACTURING, INC.	63663 85827	1,361.88
130147	01/14/26	Reconciled		01/20/26	8150	VENCER PUBLIC AFFAIRS &	357 85728	2,000.00
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130289	01/23/26	Printed			8806	ADVANCED WATER TREATMENT	0000276 86329	5,000.00
130290	01/23/26	Printed			7332	ALFREDO HERNANDEZ	REIMBURSEMENT-B25-000082 85679	500.00
130292	01/23/26	Printed			5956	AMAZON CAPITAL SERVICES	1FTT-XR3X-JN31 86367	4,245.52
130293	01/23/26	Printed			6306	AMERICAN FIDELITY ASSURANCE	D931486 JAN 2026 86125	6,032.24
130294	01/23/26	Printed			3012	ANTUNEZ AUTO BODY PARTS	124191 86343	238.15
130295	01/23/26	Printed			656	AQUA METRIC	INV0112104 86331	17,025.26
130296	01/23/26	Printed			7704	ARC PERFORMANCE WELDING &	2412 86309	354.80
130297	01/23/26	Printed			3825	ATEN EXPRESS	2026-01 86365	156.00
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130300	01/23/26	Printed			8967	BLANCA LUZ NIEBLA	9978-3032/498 TRESHILL#156	215.48
130301	01/23/26	Printed			250	BLUE SHIELD OF CALIFORNIA	260140005936 FEB 2026 86127	67,193.41

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130306	01/23/26	Printed			455	CALIFORNIA STATE DISBURSEMENT	1/23/26	1,605.66
130307	01/23/26	Printed			3669	CANON U.S.A. INC	42502781 86126	2,880.33
130308	01/23/26	Printed			4338	CODY COLE	2/22/26 - 2/27/26 EDU CODE	473.00
130309	01/23/26	Printed			7600	D AND H WATER SYSTEMS, INC	12025-1551 86307	1,296.86
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130311	01/23/26	Printed			1056	DELL MARKETING L.P.	10857924817 86360	9,763.38
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130313	01/23/26	Printed			569	DESERT VETERINARY GROUP	330046 86411	215.45
130314	01/23/26	Printed			517	DYNAMIC CONSULTING ENGINEERS	392322.19 85665	820.00
130315	01/23/26	Printed			207	EL CENTRO MOTORS	5245586 86400	526.37
130316	01/23/26	Printed			8960	ENEDINA & DANIEL ALBA	9998-0390/560 W BANTA	16.78
130317	01/23/26	Printed			314	FRANCHISE TAX BOARD	1/23/26	75.00
130318	01/23/26	Printed			6081	GOLD COAST ENVIRONMENTAL	15072 86334	6,329.00
130319	01/23/26	Printed			710	GRAINGER	9744274193 86320	272.23
130320	01/23/26	Printed			7720	GREEN RUBBER-KENNEDY AG	I-109530 86346	1,280.93
130321	01/23/26	Printed			117	HAAKER EQUIPMENT COMPANY	INV25892 86335	5,913.88
130322	01/23/26	Printed			2096	HOME DEPOT CREDIT SERVICES	900100 86371	85.31
130323	01/23/26	Printed			202	IMPERIAL COUNTY TREASURER	HOUSING AUTHORITY FY24-25 86121	1,720.22
130324	01/23/26	Printed			028	IMPERIAL IRRIGATION DISTRICT	JANUARY 20, 2026	327.41
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130327	01/23/26	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	C25233 86345	1,142.05
130328	01/23/26	Printed			7147	IMPERIAL VALLEY CHRYSLER DODGE	86301 86325	369.73
130329	01/23/26	Printed			350	IMPERIAL VALLEY PAINT CENTER	405133B 86303	41.41
130330	01/23/26	Printed			5033	INFO SEND INC.	301637 86124	1,971.23
130332	01/23/26	Printed			6472	INGRAM LIBRARY SERVICES	93761787 85764	398.64
130333	01/23/26	Printed			8963	JENNIFER PARKER	CARNAVAL 2/7/26- BALANCE 86242	2,875.00
130334	01/23/26	Printed			8963	JENNIFER PARKER	CARNAVAL 2/7/26- DEPOSIT 86241	2,875.00
130335	01/23/26	Printed			8644	JESSICA HURTADO	1/23/26	394.62
130336	01/23/26	Printed			8961	JOHN AVILA	9926-0060/517 ROSSER	89.32
130337	01/23/26	Printed			642	JORDAN CENTRAL IMPLEMENT CO.	P39355 86349	17.13
130338	01/23/26	Printed			8331	JR BADGES	20900 85844	438.01
130339	01/23/26	Printed			7751	JUNIOR'S CAFE INC.	13-19483 DEPOSIT 86249	401.29
130340	01/23/26	Printed			7751	JUNIOR'S CAFE INC.	13-19483-1 BALANCE 86250	401.30
130341	01/23/26	Printed			8962	KAREN SOTO	WASTE MNGT REFUND 85687	500.00
130342	01/23/26	Printed			2901	KIMBALL MIDWEST	104065293 86350	1,124.04
130343	01/23/26	Printed			8964	KING Q PRODUCTIONS	19- CARNAVAL DEPOSIT 86243	250.00
130344	01/23/26	Printed			8964	KING Q PRODUCTIONS	19-1 CARNAVAL BALANCE 86244	250.00
130345	01/23/26	Printed			1647	LA BRUCHERIE IRRIGATION SUPPLY	318414 86239	295.72
130346	01/23/26	Printed			427	LEAGUE OF CA CITIES	INV-45447-G6D0T0 85734	10,312.00
130348	01/23/26	Printed			1996	LEE TIRE CO.	409966 86341	2,512.09
130349	01/23/26	Printed			101	LINCOLN LIFE	1/23/26	742.00
130350	01/23/26	Printed			6875	LOS VIGILANTES	2025 LIGHT PARADE 86238	600.00
130351	01/23/26	Printed			8968	MONG RYONG CHA	9920-0574/2375 HAZEL	72.34

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130356	01/23/26	Printed			2510	NTU TECHNOLOGIES, INC.	13448 86311	9,341.50
130357	01/23/26	Printed			4481	O'REILLY	2687-190226 86410	1,580.08
130358	01/23/26	Printed			219	PADRE USA	16033848 86236	548.18
130359	01/23/26	Printed			4562	PET WASTE ELIMINATOR	43482538 86237	344.80
130360	01/23/26	Printed			6710	PREMIER RENTALS	CARNAVAL 2/7/26 86240	1,640.81
130361	01/23/26	Printed			2782	PRINCIPAL LIFE INSURANCE COMP	1044724-10001 FEB 2026 86128	7,060.92
130362	01/23/26	Printed			7343	ROVE ENGINEERING INC	7431 86302	144,486.48
130363	01/23/26	Printed			6233	RYAN HERCO PRODUCTS CORP	B525226 86321	3,347.38
130364	01/23/26	Printed			957	SC FUELS	IN-0000276594 86347	2,886.00
130365	01/23/26	Printed			3262	SIMNSA HEALTH PLAN	147049 86122	11,296.68
130366	01/23/26	Printed			1265	SUPERIOR READY MIX CONCRETE LP	2601-105399 86344	311.09
130367	01/23/26	Printed			7443	TEXAS LIFE INSURANCE COMPANY	1/23/26	1,213.12
130368	01/23/26	Printed			8966	THE FUN COMPANY	CARNAVAL 2/7/26 BALANCE 86248	5,950.00
130369	01/23/26	Reconciled		01/27/26	8966	THE FUN COMPANY	CARNAVAL 2/7/26 DEPOSIT 86247	5,950.00
130370	01/23/26	Printed			8966	THE FUN COMPANY	CARNAVAL 2/07/26- BALANCE 86246	1,700.00
130371	01/23/26	Reconciled		01/27/26	8966	THE FUN COMPANY	CARNAVAL 2/07/26- DEPOSIT 86245	1,700.00
130372	01/23/26	Printed			1239	THE SHERWIN-WILLIAMS CO.	2661-3 86340	14.63
130373	01/23/26	Printed			8965	TURBO DATA SYSTEMS INC	47681 86406	323.80
130374	01/23/26	Printed			1934	TYLER TECHNOLOGIES, INC.	045-550606 86375	2,800.00
130375	01/23/26	Printed			1100	USA BLUEBOOK	INV00872455 86327	1,959.06
130378	01/23/26	Printed			615	VALLEY PEST SERVICES, INC	14357973	1,365.00
130379	01/23/26	Printed			5639	WAGeworks, INC	1225-OR39560 DEC 2025 86174	100.00
130380	01/23/26	Printed			1715	WAXIE SANITARY SUPPLY	83717762 86313	403.40
130381	01/23/26	Printed			1827	WILKINSON REAL ESTATE	9613-0267/330 BRANDING IRON	102.33
130382	01/23/26	Printed			7695	WINNCOM TECHNOLOGIES CORP	90011848 86372	1,215.13

**Total Checks: 165** **Checks Total (excluding void checks): 1,193,484.27**

**Total Payments: 165** **Bank Total (excluding void checks): 1,193,484.27**

**Total Payments: 165** **Grand Total (excluding void checks): 1,193,484.27**

DATE SUBMITTED 01/27/26  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 02/04/26

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:                      DISCUSSION/ACTION:  <p align="center"><b>1. Approval of the 2026 Memorandum of Understanding with the High Intensity Drug Trafficking Areas (HIDTA) Program</b></p>	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY:  The HIDTA Program is a federally funded initiative designed to support state, local, and federal law enforcement agencies in addressing drug trafficking organizations operating within designated regions. Participation in HIDTA provides access to specialized investigative resources, intelligence sharing, training opportunities, and potential overtime reimbursement for task force participation.  The Imperial Police Department has been invited to participate in HIDTA operations through this MOU, which outlines roles, responsibilities, reporting requirements, and compliance with applicable federal, state, and local laws and policies.	
FISCAL IMPACT: NONE	FINANCE INITIALS  <p align="center"><i>JMS</i></p>
STAFF RECOMMENDATION: Staff recommends approval of the MOU.	DEPT. INITIALS  <p align="center"><i>JMS #12</i></p>
MANAGER'S RECOMMENDATION:  <p align="center"><i>approve</i></p>	CITY MANAGER'S INITIALS  <p align="center"><i>ATM</i></p>
MOTION:   	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )                      REJECTED ( ) DISAPPROVED ( )                      DEFERRED ( )  REFERRED TO:

**AGREEMENT FOR THE  
2026 HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA)  
PROGRAM**

**1. PARTIES TO THE AGREEMENT**

This Agreement is between the SAN DIEGO IMPERIAL VALLEY HIGH INTENSITY DRUG TRAFFICKING AREA (SDI HIDTA), the COUNTY OF SAN DIEGO ("COUNTY"), CALIFORNIANS FOR A DRUG FREE YOUTH ("CADFY"), the CITY OF CHULA VISTA ("CITY"), the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ("CDCR"), the CALIFORNIA DEPARTMENT OF JUSTICE ("CA DOJ"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CITY OF BRAWLEY, the CITY OF CALEXICO, the CITY OF CARLSBAD, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF EL CENTRO, the CITY OF ESCONDIDO, the CITY OF IMPERIAL, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO, IMPERIAL COUNTY ("IC"), the SAN DIEGO COUNTY SHERIFF'S OFFICE ("SHERIFF"), and the SAN DIEGO HARBOR POLICE DEPARTMENT ("SDHPD") (collectively the "PARTIES"), for program support of the High Intensity Drug Trafficking Areas ("HIDTA") Program.

**1.1 Party Designations**

1.1.1 CITIES mean CITY, CITY OF BRAWLEY, CITY OF CALEXICO, CITY OF CARLSBAD, CITY OF CORONADO, CITY OF EL CAJON, CITY OF EL CENTRO, CITY OF ESCONDIDO, CITY OF IMPERIAL, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, and CITY OF SAN DIEGO.

1.1.2 COUNTIES mean COUNTY and IC.

1.1.3 FISCAL AGENTS means COUNTY, CADFY, and CITY.

1.1.4 PARTICIPATING AGENCIES means CITY, CDCR, CA DOJ, CHP, CITY OF BRAWLEY, CITY OF CALEXICO, CITY OF CARLSBAD, CITY OF CORONADO, CITY OF EL CAJON, CITY OF EL CENTRO, CITY OF ESCONDIDO, CITY OF IMPERIAL, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, CITY OF SAN DIEGO, COUNTY, IC, SAN DIEGO COUNTY SHERIFF'S OFFICE, and SDHPD.

**1.2 Party Departments or Agencies Participating in this Agreement**

1.2.1 For the COUNTIES, participating agencies are their respective Sheriff's Departments, their District Attorney's Office, their Probation Departments, and their Narcotics Task Force (IC only).

1.2.2 For the CITIES, participating agencies are their respective police departments and includes the San Diego Harbor Police Department.

1.2.3 The CDCR, CA DOJ, CHP, and CADFY do not have party departments or agencies participating in this Agreement.

The service and obligation of PARTIES and their participating departments are set forth herein.

## **2. RECITALS**

**2.1** WHEREAS, FISCAL AGENTS are recipients of HIDTA Program funds from the Executive Office of the President, Office of National Drug Control Policy ("ONDCP"), under the Fiscal Year 2026 High Intensity Drug Trafficking Area ("HIDTA") Program, Federal CFDA Number 95.001; and

**2.2** WHEREAS, FISCAL AGENTS of the HIDTA Program funds are responsible for reimbursing PARTICIPATING AGENCIES pursuant to current HIDTA Program Policy and ONDCP approved budgets in the SDI HIDTA's Financial Management System; and

**2.3** WHEREAS, on June 02, 2006, the County of San Diego Board of Supervisors authorized the COUNTY to enter into an agreement with the SDI HIDTA to serve as the fiscal agent for the HIDTA Program; and

**2.4** WHEREAS, reprogramming of intra-agency or intra-initiative funds requires different levels of approval based on the amount to be reprogrammed pursuant to HIDTA Program Policy; and

**2.5** WHEREAS, HIDTA Program funds shall be used to reimburse PARTICIPATING AGENCIES for positions and other expenses authorized and budgeted by the HIDTA Executive Board and approved by ONDCP; and

**2.6** WHEREAS, PARTICIPATING AGENCIES shall certify quarterly, on their agency letterhead, using language provided by ONDCP, that positions funded by HIDTA for salary and benefits, would be vacant if not for HIDTA Program funds; and

**2.7** WHEREAS, PARTIES to this Agreement are contractors and not sub-recipients pursuant to Uniform Administrative Requirements, [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#); and

**2.8** WHEREAS, PARTIES accept all standards and conditions of the HIDTA Program grant, HIDTA Program Policy, and all requirements of Uniform Administrative Requirements, [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#); and

**2.9** WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 6 dated November 17, 2015, approved and authorized SHERIFF to accept and administer HIDTA Program grant funds on behalf of the SDI HIDTA, including contracting for services during the project period beginning January 1, 2016 through December 31, 2017 and future grant project periods for as long as the HIDTA Program funds are administered by the COUNTY; and

**2.10** WHEREAS, the CADFY and the CITY, by action of signing this Agreement, shall administer HIDTA Program funds on behalf of the SDI HIDTA; and

**2.11** WHEREAS, Government Code §55632 authorizes SHERIFF and CITIES through its respective police departments, to contract with SDI HIDTA for provision of joint law enforcement services; and

**2.12** WHEREAS, PARTIES agree to maintain and retain for audit and inspection, documentation supporting all expenditures reimbursed from HIDTA Program funds in accordance with HIDTA Program requirements; ensure all expenditures are allowable under grant requirements; and adhere to its jurisdiction's authorized procurement methods.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that the ONDCP will fund, and FISCAL AGENTS will reimburse, PARTICIPATING AGENCIES that provide a level of HIDTA Program services, as set forth in this Agreement.

## **AGREEMENT**

### **1. PURPOSE AND INTENT**

The purpose of this Agreement is to satisfy the ONDCP Fiscal Year 2026 HIDTA State and Local Initiative Funding proposal and grant award requirements.

### **2. SCOPE OF SERVICES**

#### **2.1 Method of Service Delivery**

FISCAL AGENTS will administer the HIDTA Program funds and will reimburse PARTICIPATING AGENCIES for costs incurred per this Agreement. The HIDTA Program will be staffed as described in section 4. Standards of Service: Obligations of the Parties.

#### **2.2 Overview of Basic Services**

PARTICIPATING AGENCIES will provide HIDTA activities ("Activities") consistent with those contained in the annual Initiative Proposal and Budget approved for funding by the HIDTA Executive Board and ONDCP each year. Changes shall not be made in the subject of the proposed objectives and products of initiative activities without prior written approval from the HIDTA Director acting on behalf of the Executive Board.

### **3. TERM OF AGREEMENT**

#### **3.1 Initial Term**

The term of this Agreement shall be retroactive to 12:01 a.m. on January 1, 2026, and shall continue in effect until terminated.

#### **3.2 Termination**

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days' minimum written notice to the other PARTIES.

### **4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

#### **4.1 Anticipated Outcome**

The anticipated outcome of the Activities to be provided by PARTICIPATING AGENCIES under this Agreement is to cooperate in reducing drug trafficking through joint operational and supporting initiatives to deter, dismantle, and ultimately destroy the most significant Drug Trafficking Organization (DTO's), their supporting transportation, money

laundering organizations, illicit firearms distribution, and human trafficking networks in the San Diego and Imperial County regions.

#### **4.2 Personnel Qualifications and Assignment**

All PARTICIPATING AGENCIES' personnel who perform Activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

PARTICIPATING AGENCIES shall provide the HIDTA Program with qualified personnel to meet performance standards and scope of service defined herein.

##### **4.2.1 Parties' Discretion**

The management; direction; supervision; standards of performance; discipline; and all other matters incident to the performance of such services by personnel of each PARTICIPATING AGENCY, shall be performed by and be the responsibility of that personnel's PARTICIPATING AGENCY in that PARTICIPATING AGENCY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTICIPATING AGENCY shall be the appointing authority for their personnel provided to the HIDTA Program by this Agreement. No PARTY shall have any liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in another PARTY'S performance of this Agreement.

#### **4.3 Designated Coordinators**

Each PARTY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith to address any disputes which may arise concerning implementation of this Agreement.

#### **4.4 Staffing for Basic Services**

PARTICIPATING AGENCIES shall ensure that adequate numbers of their qualified respective personnel are provided to Activities at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

**4.4.1** PARTICIPATING AGENCIES shall have position descriptions on file for their personnel participating in Activities.

### **5. COST OF SERVICES/CONSIDERATION**

#### **5.1 General**

As full consideration for the satisfactory performance and completion by PARTICIPATING AGENCIES of Activities set forth in this Agreement, FISCAL AGENTS shall reimburse PARTICIPATING AGENCIES for personnel assigned to the HIDTA Program performing Activities on the basis of invoices and submittals as set forth hereunder. Such payments by FISCAL AGENTS are dependent on the continued availability of funds from ONDCP.

#### **5.2 Personnel Costs/Rate of Compensation**

FISCAL AGENTS shall compensate PARTICIPATING AGENCIES for regular and overtime hours worked by personnel assigned to perform Activities based upon available funding and the actual costs incurred by PARTICIPATING AGENCIES to provide Activities under this

Agreement, including other costs up to the approved ONDCP Budget amounts and HIDTA approved policies.

### **5.3 Method of Payment**

PARTICIPATING AGENCIES shall invoice at least once per quarter for expenditures incurred for each initiative separately, by category, and with timesheets and other related supporting documentation attached to the invoice that represent amounts due under this Agreement to: San Diego Imperial Valley HIDTA Office, 9665 Granite Ridge Drive, Suite 100, San Diego, CA 92123, or through email to [claims@sdi.hidta.org](mailto:claims@sdi.hidta.org).

**5.3.1** Within sixty (60) business days upon receipt of valid invoices and all supporting documentation, FISCAL AGENTS will reimburse PARTICIPATING AGENCIES for the Basic Services agreed to.

**5.3.2.** PARTICIPATING AGENCIES shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, and regular and overtime hours worked. Upon reasonable request, PARTICIPATING AGENCIES shall make all payroll records and any other records that relate to the Basic Services provided under this Agreement available to FISCAL AGENTS and SDI HIDTA for audit and inspection.

## **6. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS, AND LIABILITY ISSUES**

### **6.1 Workers Compensation and Employment**

**6.1.1** Each PARTY shall fully indemnify and hold harmless the other PARTIES and their respective officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees, court costs, and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the PARTY or any contract labor provider retained by the PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the PARTY or any contract labor provider retained by the PARTY.

### **6.2 Indemnification Related to Acts or Omissions; Negligence**

#### **6.2.1 Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

### **6.2.2 Claims Arising from Concurrent Acts or Omissions**

PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising solely out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 6.2.4 below.

### **6.2.3 Joint Defense**

Notwithstanding paragraph 6.2.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 6.2.4 below. PARTIES further agree that neither PARTY may bind the other PARTIES to a settlement agreement without that PARTY'S written consent.

### **6.2.4 Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the PARTIES, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

## **7. GENERAL PROVISIONS**

### **7.1 Independent Contractor Status**

In the performance of services under this Agreement, each PARTY acknowledges and agrees that the other PARTIES and their respective officers, agents, and/or employees shall be deemed independent contractors and not officers, agents, or employees of that PARTY.

PARTIES have no authority of any kind to bind the other PARTIES in any respect whatsoever, nor shall PARTIES act or attempt to act, or represent themselves directly or by implication as an agent of another PARTY, or in any manner, assume or create, or attempt to assume or create, any obligation on behalf of, or, in the name of, another PARTY.

### **7.2 Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each PARTY may designate by subsequent written notice to each other:

To SDI HIDTA:  
Director  
San Diego-Imperial HIDTA  
9665 Granite Ridge Drive, Suite 100  
San Diego, CA 92123

To PARTICIPATING AGENCIES:  
Director  
Californians for Drug Free Youth  
9665 Granite Ridge Drive, Suite 100  
San Diego, CA 92123

Chief of Police  
Chula Vista Police Department  
276<sup>th</sup> Fourth Avenue  
Chula Vista, CA 91910

Sheriff  
San Diego County Sheriff's Office  
P. O. Box 939062  
San Diego, CA 92193-9062

Chief of Police  
Brawley Police Department  
351 Main Street  
Brawley, CA 92227

Chief of Police  
Calexico Police Department  
420 E. Fifth Street  
Calexico, CA 92231

Chief Deputy Regional Administrator  
Division of Adult Parole Operations  
California Department of Corrections and Rehabilitation  
Southern Region Headquarters  
21015 Pathfinder Road  
Diamond Bar, CA 91765

Special Agent in Charge  
California Department of Justice  
5700 S. Eastern Ave.  
Commerce, CA 90040

Chief, Border Division  
California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123

Chief of Police  
Carlsbad Police Department  
2560 Orion Way  
Carlsbad, CA 92010

Chief of Police  
Coronado Police Department  
700 Orange Avenue  
Coronado, CA 92118

Chief of Police  
El Cajon Police Department  
100 Civic Center Way  
El Cajon, CA 92020

Chief of Police  
El Centro Police Department  
1275 Main Street  
El Centro, CA 92243

Chief of Police  
Escondido Police Department  
1163 N. Centre City Parkway  
Escondido, CA 92026

District Attorney  
Imperial County District Attorney's Office  
940 West Main Street, Suite 102  
El Centro, CA 92243

Chief Probation Officer  
Imperial County Probation Department  
324 Applestill Road  
El Centro, CA 92243

Sheriff  
Imperial County Sheriff's Office  
328 Applestill Road  
El Centro, CA 92243

Chief of Police  
Imperial Police Department  
424 South Imperial Avenue  
Imperial, CA 92251

Commander  
Imperial Valley Narcotic Task Force  
2147 La Brucherie Road, Suite C  
Imperial, CA 92251

Chief of Police  
La Mesa Police Department  
8085 University Avenue  
La Mesa, CA 91942

Chief of Police  
National City Police Department  
1200 National City Boulevard  
National City, CA 91950

Chief of Police  
Oceanside Police Department  
3855 Mission Avenue  
Oceanside, CA 92058

Chief of Probation  
San Diego County Probation Department  
9444 Balboa Avenue, Suite 500  
San Diego, CA 92123

District Attorney  
San Diego County District Attorney  
330 West Broadway  
San Diego, CA 92101

Chief of Harbor Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Chief of Police  
San Diego Police Department  
1401 Broadway  
San Diego, CA 92101

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or, on the first business day following delivery to the applicable overnight courier if sent by overnight courier for next business day delivery and otherwise when actually received.

### **7.3 Amendment; Assignment**

This Agreement may be modified or amended only by a written document signed by the PARTIES, and no oral understanding or agreement shall be binding on the PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTY.

### **7.4 Entire Agreement**

This Agreement constitutes the complete and exclusive statement of agreement between the PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

## **7.5 Construction**

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced, pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party.

## **7.6 Waiver**

A waiver by any PARTY of a breach of any of the covenants to be performed by another PARTY shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any PARTY of either performance or payment shall not be considered a waiver of any other PARTY'S preceding breach of this Agreement.

## **7.7 Authority to Enter Agreement**

Each PARTY shall have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

## **7.8 Cooperation**

PARTIES will cooperate in good faith to implement this Agreement.

## **7.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY through SHERIFF will provide PARTIES with a copy of this Agreement once fully executed.

## **7.10 Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

## **7.11 Legislative Changes**

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the ONDCP imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall

not affect this Agreement or the right or obligations of PARTIES under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

**7.12 Representation**

FISCAL AGENTS and PARTICIPATING AGENCIES' Commander, District Attorney, Police Chief, Sheriff, or Special Agent in Charge, or their respective designee, shall represent their agency in all discussions pertaining to this Agreement. SDI HIDTA's Director, or their respective designee, shall represent SDI HIDTA in all discussions pertaining to this Agreement.

**7.13 Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the representatives described in paragraph 7.12 will meet and confer within ten (10) ten business days after receiving notice of the dispute to resolve the dispute.

**7.14 Termination of Funding**

In the event that funding for reimbursement of costs related to HIDTA Activities is terminated by ONDCP, this Agreement in its entirety shall be considered null and void and PARTIES shall no longer be required to provide HIDTA Activities as described herein. In such event, the PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Activities through alternate means.

**7.15 Obligation**

This Agreement shall be binding upon the successors of the PARTIES.

**7.16 California Law**

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, effective January 1, 2026, unless otherwise specified.

**SAN DIEGO IMPERIAL HIGH INTENSITY  
DRUG TRAFFICKING AREA**

**CALIFORNIANS FOR A DRUG FREE YOUTH**

\_\_\_\_\_  
David L. King  
Director

\_\_\_\_\_  
John Redman  
Director

**CITY OF CHULA VISTA  
POLICE DEPARTMENT**

**SAN DIEGO COUNTY SHERIFF'S  
OFFICE**

\_\_\_\_\_  
Roxana Kennedy  
Chief

\_\_\_\_\_  
Kelly Martinez  
Sheriff

**BRAWLEY POLICE DEPARTMENT**

---

Jimmy Duran  
Chief

**CALIFORNIA DEPARTMENT OF  
CORRECTIONS & REHABILITATION**

---

Bryan Bishop  
Chief Deputy Regional Administrator

**CALIFORNIA HIGHWAY PATROL**

---

Anthony Coronado  
Chief

**CORONADO POLICE DEPARTMENT**

---

Paul Connelly  
Chief

**EL CENTRO POLICE DEPARTMENT**

---

Kelly Brown  
Chief

**IMPERIAL COUNTY DISTRICT  
ATTORNEY'S OFFICE**

---

George Marquez  
District Attorney

**IMPERIAL COUNTY SHERIFF'S  
DEPARTMENT**

---

Fred Miramontes  
Sheriff

**CALEXICO POLICE DEPARTMENT**

---

Armando Orozco  
Chief

**CALIFORNIA DEPARTMENT OF  
JUSTICE**

---

Stephan Woodlery  
Chief

**CARLSBAD POLICE DEPARTMENT**

---

Christie Calderwood  
Chief

**EL CAJON POLICE DEPARTMENT**

---

Jeremiah Larson  
Chief

**ESCONDIDO POLICE DEPARTMENT**

---

Ken Plunkett  
Chief

**IMPERIAL COUNTY PROBATION  
DEPARTMENT**

---

Elizabeth Saiz  
Chief Probation Officer

**IMPERIAL POLICE DEPARTMENT**

---

Arron Reel  
Chief

**IMPERIAL VALLEY NARCOTIC  
TASK FORCE**

---

Steve Green  
Commander

**NATIONAL CITY POLICE  
DEPARTMENT**

---

Alejandro Hernandez  
Chief

**SAN DIEGO COUNTY PROBATION  
DEPARTMENT**

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Tamika Nelson  
Chief Probation Officer

**SAN DIEGO HARBOR POLICE  
DEPARTMENT**

---

Magda Fernandez  
Chief

Approved as to form and legality:  
**CLAUDIA G. SILVA, COUNTY COUNSEL  
COUNTY OF SAN DIEGO**

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Mark Day  
Senior Deputy

**LA MESA POLICE DEPARTMENT**

---

Ray Sweeney  
Chief

**OCEANSIDE POLICE DEPARTMENT**

---

Taurinoi Valdovinos  
Chief

**SAN DIEGO COUNTY DISTRICT  
ATTORNEY**

---

Summer Stephan  
District Attorney

**SAN DIEGO POLICE DEPARTMENT**

---

Scott Wahl  
Chief

Approved as to form:  
**HEATHER FERBERT,  
SAN DIEGO CITY ATTORNEY**

---

Lara Easton  
Chief Deputy City Attorney

DATE SUBMITTED 01/28/2026  
 SUBMITTED BY Human Resources  
 DATE ACTION REQUIRED 02/04/2026

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. Authorization to reject claim CW File Number CJP-3055815 SDV as recommended by Carl Warren & Company.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: Recommendation from Carl Warren & Company to reject claim CW File Number CJP-3055815 SDV submitted by Natalia Valdez on January 20, 2026.	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact associated with this action.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff recommends approval to reject claim.	DEPT. INITIALS <u>raws</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>OTHM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

DATE SUBMITTED 1/28/2026  
 SUBMITTED BY FINANCE DIRECTOR  
 DATE ACTION REQUIRED 02/04/2026

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION (X)  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: Q1 (FY 2026) QUARTERLY BUDGET REPORT ENDING SEPTEMBER 30, 2025.	
1. Receive and file the Q1 Quarterly Budget Report for Fiscal Year 25-2026 from July 1, 2025, through September 30, 2025. 2. Approve Q1 Budget Amendment Resolution #2026-07. 3. Approve the revised Personnel Budget Position Control schedule with 158.25 FTE.	
DEPARTMENT INVOLVE ADMINISTRATIVE SERVICES DEPARTMENT	
BACKGROUND/SUMMARY: Attachments	
1) Budget Resolution 2026-07 2) Personnel Position Control Budget. (158.25 FTE) 3) Q1 FY 2025-26 Budget vs Actual (All Funds).	
FISCAL IMPACT: Budget changes as requested in item #1 above in the Q1 Budget Amendment Resolution for FY 2025-26. Net impact of \$62,265	ADMIN SERVICES SIGN INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Staff recommend that the City Council receive and file the 1 <sup>st</sup> Quarter Budget Report for FY 2025-26, July 1 <sup>st</sup> to September 30, 2025, and approve Budget Resolution #2026-07.	DEPT. INITIALS <u>JMS</u>
CITY MANAGER'S RECOMMENDATION: <i>appear staff recommendation</i>	CITY MANAGER'S INITIALS <u>ATM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

**RESOLUTION NO. 2026-07**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL,  
CALIFORNIA AMENDING THE MUNICIPAL BUDGET FOR FIRST QUARTER (Q1)  
OF THE FISCAL YEAR THAT BEGINS JULY 1, 2025, AND ENDS JUNE 30, 2026**

**WHEREAS**, the FY 2025-26 City Budget was adopted with a City resolution, and all amendments to said budget will also be made by Resolution; and

**WHEREAS**, the City is requesting budget adjustments in the General Fund, Imperial IT Funds, and

**WHEREAS**, sufficient revenue and cash balances are available to fund the requested adjustments to the General Fund and Imperial IT Fund budgets.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. General Fund;
  - 01-320-5440 be increased from \$0 to \$74,850 at Q1 of FY 2026
  - 01-420-5242 be increased from \$0 to \$15,000 at Q1 of FY 2026.
  - 01-420-5443 be increased from \$0 to \$49,500 at Q1 of FY 2026.
2. Imperial IT Fund;
  - 19-143-5440 be increased from \$0 to \$31,000 at Q1 of FY 2026.
  - 19-144-5251 be increased from \$61,800 to \$64,200 at Q1 of FY 2026.
  - 19-144-5442 be increased from \$153,000 to \$86,000 at Q1 of FY 2026.

**APPROVED AND ADOPTED** AT A REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL OF THE CITY OF IMPERIAL, THIS 4th DAY OF FEBRUARY 2026.

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Ida Obeso-Martinez, Mayor  
City of Imperial

ATTEST:

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City Clerk  
City of Imperial

FY 2025-2026 BUDGET Council Approved Positions	FY 2025-2026 BUDGET		FY 2025-2026 Q1 SUPPLEMENTAL CHANGES				Q1 FY 2025-2026 BUDGET UPDATES			
	FY 2025-2026 FTE Count	Filled Allocation	Vacant Allocations	FY 2025-2026 FTE Change	Proposed Range/Step	Proposed Hourly Rate	Filled Allocation	Vacant Allocations	FY 2025-2026 FTE Count	
<b>City Council</b>										
City Council	5.0	5.0	-	-			5.0	-	5.0	
City Clerk	1.0	1.0	-	-			1.0	-	1.0	
<b>Total City Council Positions</b>	<b>6.0</b>	<b>6.0</b>	-	-			<b>6.0</b>	-	<b>6.0</b>	
<b>City Manager</b>										
City Manager	1.0	1.0	-	-			1.0	-	1.0	
Assistant to the City Manager	1.0	1.0	-	-			1.0	-	1.0	
Executive Assistant	1.0	1.0	-	-			-	-	-	
Management Analyst	-	-	-	1.0	78/6	\$41.60	1.0	-	1.0	
Public Records Analyst	1.0	1.0	-	-			-	-	-	
Assistant City Clerk	-	-	-	1.0	78/3	\$35.93	1.0	-	1.0	
<b>Total City Manager Positions</b>	<b>4.0</b>	<b>4.0</b>	-	<b>2.0</b>			<b>4.0</b>	-	<b>4.0</b>	
<b>Human Resources</b>										
Human Resources Manager	1.0	1.0	-	-			-	-	-	
Human Resources and Risk Management Director	-	-	-	1.0	102/7	\$79.00	1.0	-	1.0	
Human Resources Specialist	1.0	1.0	-	-			1.0	-	1.0	
Human Resources Analyst	1.0	1.0	-	-			1.0	-	1.0	
<b>Total Human Resources Positions</b>	<b>3.0</b>	<b>3.0</b>	-	<b>1.0</b>			<b>3.0</b>	-	<b>3.0</b>	
<b>Administrative Services</b>										
Administrative Services Director	1.0	1.0	-	-			1.0	-	1.0	
Finance Manager	1.0	1.0	-	-			1.0	-	1.0	
Accountant	1.0	1.0	-	-			1.0	-	1.0	
Accounting Technician	1.0	1.0	-	-			1.0	-	1.0	
Accounting Assistant II	2.0	2.0	-	-			2.0	-	2.0	
Accounting Assistant III	1.0	1.0	-	-			1.0	-	1.0	
<b>Total Administrative Positions</b>	<b>7.0</b>	<b>7.0</b>	-	-			<b>7.0</b>	-	<b>7.0</b>	
<b>Information Technology</b>										
Information Technology Director	1.0	1.0	-	-			1.0	-	1.0	
GIS Project Manager	1.0	1.0	-	-			1.0	-	1.0	
Cybersecurity Administrator	1.0	1.0	-	-			-	-	-	
Cybersecurity Program Manager	-	-	-	1.0	92/1	\$46.05	1.0	-	1.0	
Information Technology Analyst	1.0	1.0	-	-			1.0	-	1.0	
IT Technician III	2.0	2.0	-	-			2.0	-	2.0	
Administrative Assistant	1.0	1.0	-	-			1.0	-	1.0	
<b>Total Information Technology Positions</b>	<b>7.0</b>	<b>7.0</b>	-	<b>1.0</b>			<b>7.0</b>	-	<b>7.0</b>	
<b>Police Department</b>										
Chief of Police	1.0	1.0	-	-			1.0	-	1.0	
Police Captain	1.0	1.0	-	-			1.0	-	1.0	
Police Chief's Administrative Assistant	1.0	1.0	-	-			1.0	-	1.0	
Sergeant	6.0	6.0	-	-			6.0	-	6.0	
Police Officer	16.0	14.0	2.0	-			14.0	2.0	16.0	
Police Service Officer III	3.0	3.0	-	-			3.0	-	3.0	
Police Service Officer I	1.0	-	1.0	-			-	-	-	
Animal Control Officer	-	-	-	1.0			1.0	-	1.0	
Criminal Intelligence Analyst I	1.0	1.0	-	-			1.0	-	1.0	
<b>Total Police Positions</b>	<b>30.0</b>	<b>27.0</b>	<b>3.0</b>	<b>1.0</b>			<b>27.0</b>	<b>3.0</b>	<b>30.0</b>	
<b>Public Services</b>										
Public Services Director	1.0	1.0	-	-			1.0	-	1.0	
Public Services Manager	1.0	1.0	-	-			1.0	-	1.0	
Public Services Supervisor	1.0	1.0	-	-			1.0	-	1.0	
Fleet and Facilities Supervisor	1.0	1.0	-	-			1.0	-	1.0	
Lead Equipment Mechanic	1.0	1.0	-	-			1.0	-	1.0	
Equipment Mechanic	1.0	1.0	-	-			1.0	-	1.0	

FY 2025-2026 BUDGET Council Approved Positions	FY 2025-2026 BUDGET UPDATES				FY 2025-2026 Q1 SUPPLEMENTAL CHANGES					
	FY 2025-2026 FTE Count	Filled Allocation	Vacant Allocations		FY 2025-2026 FTE Change	Proposed Range/Step	Proposed Hourly Rate	Filled Allocation	Vacant Allocations	FY 2025-2026 FTE Count
Maintenance Electrician	1.0	1.0	-		-			1.0	-	1.0
General Maintenance Technician I	1.0	-	1.0		-			-	1.0	1.0
Building Services Worker	1.0	1.0	-		-			1.0	-	1.0
Crew Leader	1.0	-	1.0		-			-	1.0	1.0
General Maintenance III	2.0	2.0	-		-			2.0	-	2.0
General Maintenance II	1.0	1.0	-		-			1.0	-	1.0
General Maintenance I	5.0	5.0	-		-			5.0	-	5.0
<b>Total Public Services Positions</b>	<b>18.0</b>	<b>16.0</b>	<b>2.0</b>					<b>16.0</b>	<b>2.0</b>	<b>18.0</b>
<b>Community Development</b>										
Planning Commissioner	5.0	5.0	-		-			5.0	-	5.0
Community Development Director	1.0	1.0	-		-			1.0	-	1.0
Community Development Project Manager	-	-	-		1.0	92/3	\$50.77	-	1.0	1.0
Project Manager	1.0	-	1.0		-			-	1.0	1.0
Building and Code Enforcement Supervisor	1.0	1.0	-		-			1.0	-	1.0
Administrative Assistant	1.0	1.0	-		-			1.0	-	1.0
Building Inspector II	1.0	-	1.0		-			-	1.0	1.0
Code Enforcement Inspector	1.0	1.0	-		-			1.0	-	1.0
Planner II	1.0	1.0	-		-			-	1.0	1.0
Associate Planner	-	-	-		1.0	85/1	\$38.74	1.0	-	1.0
Engineer Tech/Inspector	3.0	3.0	-		-			3.0	-	3.0
Community Development Technician	1.0	1.0	-		-			1.0	-	1.0
Organic Waste Monitor (Limited Term)	1.0	-	1.0		-			-	1.0	1.0
<b>Total Community Development Positions</b>	<b>17.0</b>	<b>12.0</b>	<b>5.0</b>		<b>2.0</b>			<b>12.0</b>	<b>5.0</b>	<b>17.0</b>
<b>Library</b>										
Library Administrator	1.0	1.0	-		-			-	-	-
Library Manager	-	-	-		1.0	98/2	\$56.08	1.0	-	1.0
Administrative Assistant	1.0	1.0	-		-			1.0	-	1.0
Librarian	1.0	1.0	-		-			1.0	-	1.0
Literacy Coordinator	2.0	2.0	-		1.0			1.0	-	1.0
Literacy Grant Coordinator	-	-	-		1.0	75/3	\$33.37	1.0	-	1.0
Library Technician	1.0	1.0	-		-			1.0	-	1.0
Library Assistant	2.0	2.0	-		-			2.0	-	2.0
Library Page 0.5 PT	0.5	-	0.5		-			-	0.5	0.5
Lunch at the Library Intern 0.5 PT Seasonal	1.0	-	1.0		-			-	1.0	1.0
Recreation Leader 0.5 PT Seasonal	0.5	0.5	-		-			0.5	-	0.5
<b>Total Library Services Positions</b>	<b>10.0</b>	<b>8.5</b>	<b>1.5</b>		<b>3.0</b>			<b>8.5</b>	<b>1.5</b>	<b>10.0</b>
<b>Parks &amp; Recreation</b>										
Parks & Recreation Director	1.0	1.0	-		-			1.0	-	1.0
Special Events Coordinator	1.0	1.0	-		-			-	-	-
Recreation Coordinator	1.0	1.0	-		-			-	-	-
Recreation/Special Events Coordinator	-	-	-		2.0	75/3	\$33.37	2.0	-	2.0
Recreation Specialist	2.0	2.0	-		-			2.0	-	2.0
Administrative Assistant	1.0	1.0	-		-			1.0	-	1.0
Crew Leader Parks	1.0	-	1.0		-			-	1.0	1.0
Parks Maintenance Worker III	-	-	-		-			-	-	-
Parks Maintenance Worker II	10.0	10.0	-		-			10.0	-	10.0
Parks Maintenance Worker I	2.0	2.0	-		-			2.0	-	2.0
Parks Maintenance Worker I - Extra Help	0.5	0.5	-		-			0.5	-	0.5
Lifeguard/Rec Leaders 0.75 PT Seasonal	18.75	18.75	-		-			18.75	-	18.8
<b>Total Parks &amp; Recreation Positions</b>	<b>38.25</b>	<b>37.25</b>	<b>1.0</b>		<b>2.0</b>			<b>37.25</b>	<b>1.0</b>	<b>38.25</b>
<b>Water</b>										
Water Plant Chief Operator	1.0	1.0	-		-			1.0	-	1.0
Water Treatment Plant Operator III	3.0	3.0	-		-			3.0	-	3.0
Water Treatment Plant Operator II	1.0	1.0	-		-			1.0	-	1.0

CITY OF IMPERIAL  
FY 2025 Q1 SUPPLEMENTAL PERSONNEL BUDGET

FY 2025-2026 BUDGET Council Approved Positions	FY 2025-2026 BUDGET		Vacancy Update		FY 2025-2026 Q1 SUPPLEMENTAL CHANGES				FY 2025-2026 BUDGET UPDATES		FY 2025-2026		FY 2025-2026	
	FTE Count	FTE Count	Filled Allocation	Vacant Allocations	FTE Change	Proposed Range/Step	Proposed Hourly Rate	Filled Allocation	Vacant Allocations	FTE Count	FTE Count	Vacant Allocations	FTE Count	
Water Treatment Plant Operator I	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Distribution Utility Worker II	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Distribution Utility Worker I	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Water Operator-In-Training	-	-	-	-	-	-	-	-	-	-	-	-	-	
General Maintenance Worker I	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
<b>Total Water Positions</b>	<b>9.0</b>	<b>9.0</b>	<b>9.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9.0</b>	
<b>Wastewater</b>														
Wastewater Plant Chief Operator	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Wastewater Treatment Plant Operator III	2.0	2.0	2.0	-	-	-	-	2.0	-	-	-	-	2.0	
Wastewater Treatment Plant Operator II	-	-	-	-	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Operator I	2.0	2.0	2.0	-	-	-	-	2.0	-	-	-	-	2.0	
Collection System Worker I	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Collection System Worker II	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
Wastewater Operator-In-Training	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
General Maintenance Worker I	1.0	1.0	1.0	-	-	-	-	1.0	-	-	-	-	1.0	
<b>Total Wastewater Positions</b>	<b>9.0</b>	<b>9.0</b>	<b>8.0</b>	<b>1.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8.0</b>	<b>1.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9.0</b>	
<b>GRAND TOTAL ALL DEPARTMENTS</b>	<b>158.25</b>	<b>158.25</b>	<b>144.75</b>	<b>13.50</b>	<b>12.00</b>	<b>-</b>	<b>-</b>	<b>144.75</b>	<b>13.5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>158.25</b>	

DATE SUBMITTED January 27, 2026  
 SUBMITTED BY Community Development Director  
 DATE ACTION REQUIRED February 4, 2026

COUNCIL ACTION (X)  
 PUBLIC HEARING (X)  
 REQUIRED  
 RESOLUTION (X)  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: PUBLIC HEARING OF THE CITY COUNCIL TO DISCUSS THE INTENT TO VACATE A PUBLIC RIGHT-OF-WAY PORTION OF O STREET BETWEEN 2ND STREET AND 3 <sup>RD</sup> STREET WITHIN THE CITY OF IMPERIAL		
	1. Adoption of Resolution No 2026-03, Approving the City's Intention to Vacate a public right-of-way portion of O Street between 2 <sup>nd</sup> Street and 3 <sup>rd</sup> Street within the City of Imperial		
DEPARTMENT INVOLVED:	Community Development Department		
BACKGROUND/SUMMARY:	See attached Staff Report.		
FISCAL IMPACT:	N/A	ADMIN SERV INITIALS	<u>JMS</u>
STAFF RECOMMENDATION:	Staff recommends approval of Resolution No. 2026-03.	DEPT. INITIALS	<u>DM</u>
MANAGER'S RECOMMENDATION:	<i>approve staff recommendation</i>	CITY MANAGER'S INITIALS	<u>JMS</u>
MOTION:			
SECONDED:		APPROVED ( )	REJECTED ( )
AYES:		DISAPPROVED ( )	DEFERRED ( )
NAYES:		REFERRED TO:	
ABSENT:			



# Staff Report

Agenda Item No.

**To:** City of Imperial City Council

**From:** Yvonne Cordero

**Date:** January 27, 2026

**Subject:** Vacation of O Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street

## Summary:

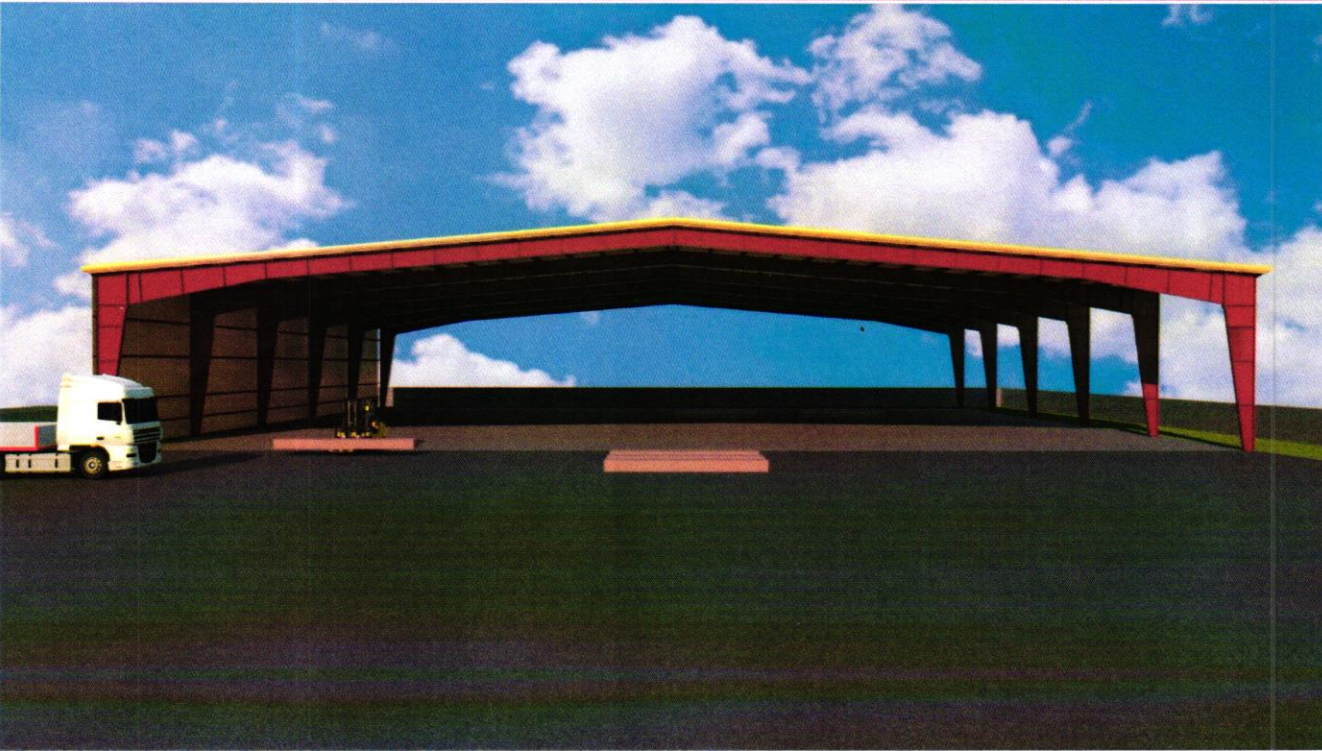
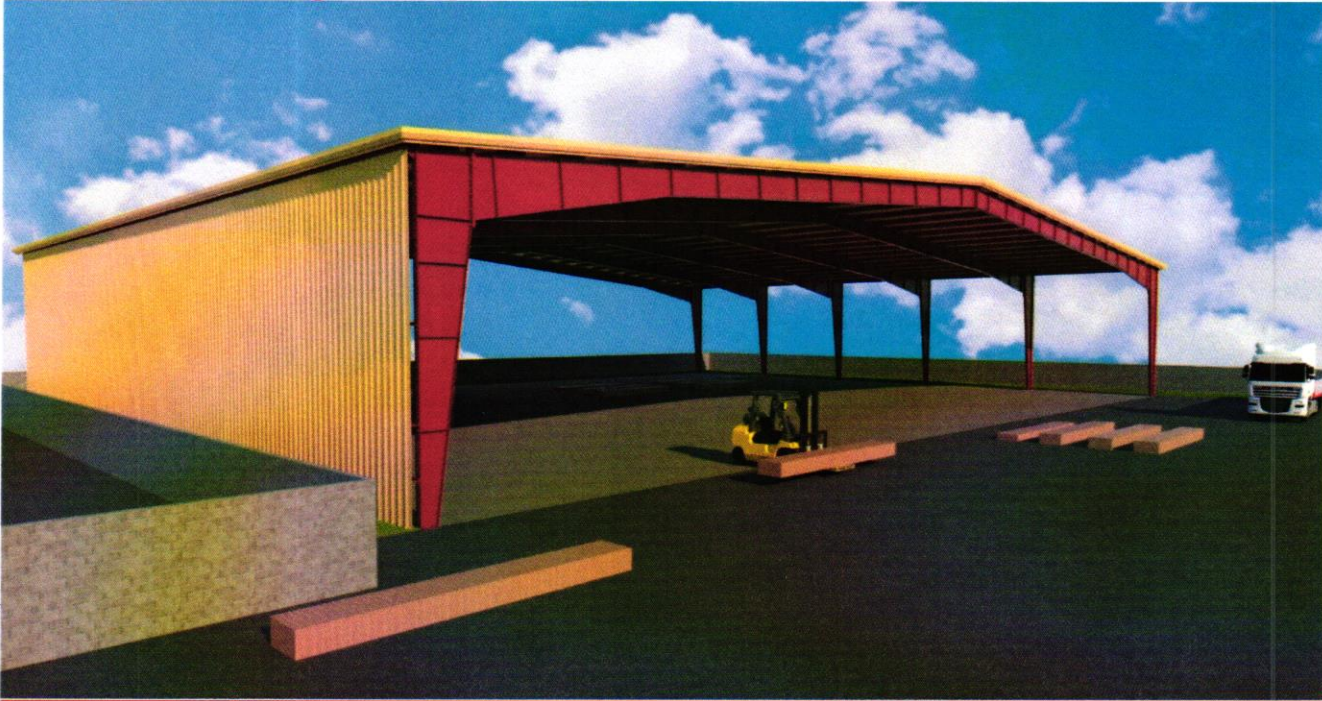
<b>Applicant:</b>	Raul Parra
<b>Project Description:</b>	Vacation of O Street between 2nd Street and 3rd Street
<b>Zoning:</b>	Rail Served Industrial (I-2)
<b>General Plan:</b>	Industrial Zone
<b>Environmental:</b>	Categorically Exempt – 15305 Minor Alterations in Land Use Limitations Facilities
<b>Recommendation:</b>	Approve, subject to conditions.

## **Background**

Raul Parra, owner of Imperial Truss & Lumber, is requesting the vacation of a portion of O Street between 2nd Street and 3rd Street, covering approximately .55 acres, to support his expansion plans. This street vacation is the second phase of Mr. Parra's development project, which includes office suites and a future lumber storage yard, and is a key component of the overall development plan. Mr. Parra owns the parcels abutting the east and west sides of O Street, with the exception of the southwest corner parcel owned by Tobias Peres Huerta. Staff has confirmed with Mr. Huerta that he has knowledge of the vacation and that half of that portion of O Street abutting his corner property will be merged to his parcel and paid by Mr. Parra. Mr. Huerta is in agreement with the vacation.

This project investment is part of a larger effort to revitalize and modernize the Rail-Served Industrial Zone. The project aligns with the City's goals of promoting economic growth, attracting new professional services, and enhancing the district's overall functionality and appearance.

**Future Lumber Storage**



## Project Location



## Discussion/Analysis

California Government Code 65402 stipulates that the City of Imperial cannot vacate or abandon streets unless such actions align with the General Plan. The vacation of O Street between 2nd Street and 3rd Street has been confirmed to comply with the Land Use and Circulation Elements of the General Plan. According to the City of Imperial General Plan Circulation Element, streets are classified based on the traffic levels they are designed to serve. O Street as a whole is not designated as a Major or Secondary Arterial and has not been built to its full capacity. All parts of O Street are classified as local streets, meaning they are not crucial for traffic flow. P Street, to the East of O Street, is classified as a secondary arterial and has enough capacity to handle any increased traffic resulting from the vacation of any portion of O Street, and will not disrupt local circulation.

The project aligns with the General Plan's Land Use Element by promoting economic growth and development within the Rail-Served Industrial Zone. The vacation of the proposed portion of O Street ensures adequate parking spaces for the planned office suites. Once the development is finalized, it will help attract a more diverse business community, encourage redevelopment and revitalization, and foster economic prosperity while also enhancing the area's aesthetics.

The City of Imperial's Planning Commission held a public hearing on December 10, 2025, and adopted Resolution PC2025-16, confirming its conformance with the City's General Plan. The first public hearing for the intent to vacate is scheduled before the City Council on February 4, 2026, and the second public hearing to approve the final vacation is scheduled for February 18, 2026.

### **Environmental Compliance**

The project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15305 (Class 5) – Minor Alterations in Land Use Limitations.

### **Public Notification**

The public hearing scheduled for February 4, 2026 was duly noticed in the IV Weekly and Calexico Chronicle, newspapers of general circulation, on January 22, 2026. An Intent to Vacate Public Hearing Notice was sent to all property owners within 300 feet of the proposed vacation site, and an Intent to Vacate Notice of Public Hearing was posted at the proposed vacation site.

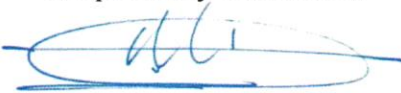
### **Recommendation**

Staff recommends that the City Council conduct a public hearing to receive comments for and against the project. Unless sufficient evidence to the contrary is presented at the public hearing, Staff recommends the adoption of Resolution 2026-03, approving the City of Imperial's intent to vacate the public right-of-way portion of O Street between 2nd Street to 3rd Street.

### **Attachments**

- Attachment A - Draft Resolution 2026-03
- Attachment B – Legal Description and Map

Respectfully submitted,



Othon Mora, MCM, CBO  
Community Development Director

## **ATTACHMENT A**

### ***DRAFT* RESOLUTION NO 2026-03**

#### **RESOLUTION OF INTENTION TO VACATE A PUBLIC RIGHT-OF-WAY**

**WHEREAS**, an owner of property adjoining a city street has requested the City to vacate a portion thereof and has further agreed to pay costs associated therewith; and

**WHEREAS**, the City Council of the City of Imperial hereby declares its intention to vacate a portion of a right-of-way along O Street, approximately 24,000 square feet; and

**WHEREAS**, the instant vacation proceeding is being conducted in accordance with Chapter 3, Part 3, Division 9 of the California Streets and Highways Code (Sec. 8320 et seq); and

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City Council of the City of Imperial proposes to vacate that portion of the right-of-way described herein.
2. A Public Hearing will be held at the City Council Chambers, 200 West 9<sup>th</sup> Street, Imperial Avenue, Imperial, CA, on February 4, 2026, at 7:00 p.m. or as soon thereafter as the matter can be heard.
3. This Resolution shall be published in accordance with Streets and Highways Code Section 8322, and notice shall be given in accordance with Streets and Highways Code Section 8323.

**PASSED, APPROVED, AND ADOPTED** this 4<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Ida Obeso-Martinez, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Shields  
City Clerk

ATTACHMENT B

**EXHIBIT "A"**  
**RIGHT OF WAY ABANDONMENT**  
**LEGAL DESCRIPTION**

A PORTION OF "O" STREET DEDICATION TO THE TOWN OF IMPERIAL MAP, IN THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 7, ON FILE IN BOOK 1, PAGE 6 OF OFFICIAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF BLOCK 134 OF SAID MAP NO. 7, WHICH IS **THE TRUE POINT OF BEGINNING (TPOB)**;

THENCE EAST 80.00 FEET ALONG THE SOUTH LINE OF THIRD STREET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 133 OF SAID MAP NO. 7;

THENCE SOUTH 300.00 FEET ALONG THE EAST LINE OF "O" STREET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 133;

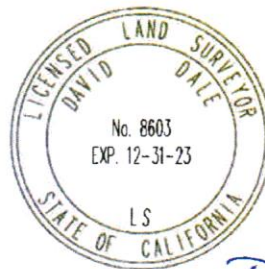
THENCE WEST 80.00 FEET ALONG THE NORTH LINE OF FIRST STREET TO THE SOUTHEAST CORNER OF LOT 12 OF BLOCK 134;

THENCE NORTH 300.00 FEET ALONG THE WEST LINE OF "O" STREET TO THE NORTHEAST CORNER OF LOT 7 OF BLOCK 134 AND ALSO BEING **THE TRUE POINT OF BEGINNING**.

THE ABOVE LAND DESCRIBED AREA CONTAINS 24,000 SQ. FT. (0.55 ACRES MORE OR LESS).

SUBJECT TO ALL COVENANTS, EASEMENTS, AND AGREEMENTS OF RECORDS.

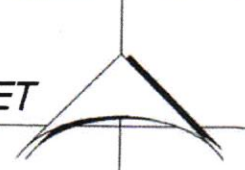
SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.



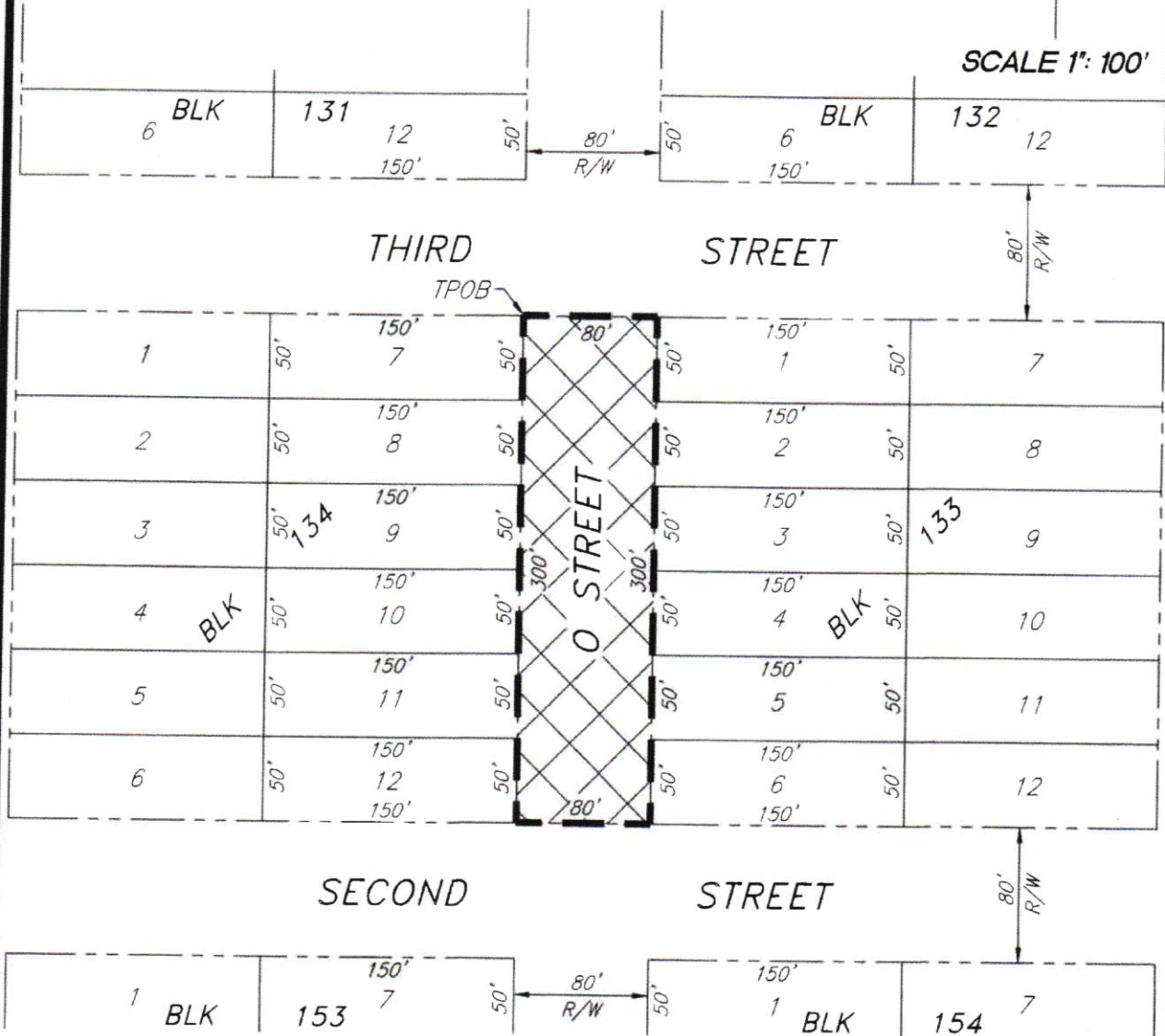
*David Dale*

# EXHIBIT "B"

## ABANDONMENT OF A PORTION OF "O" STREET FROM SECOND ST. TO THIRD ST.



SCALE 1" = 100'



**LEGEND:**

- RIGHT OF WAY LINE
- LOT LINE

AREA TO BE ABANDONMENT

RIGHT OF WAY WIDTH PER MAP NO. 7, ON FILE IN THE OFFICE OF COUNTY RECORDER OF IMPERIAL COUNTY (OM 1-6), (MAP 883).

**NOTE:**

AREA TO BE ABANDONMENT= 24,000 S.F. (0.55 MORE OR LESS)

*David R.*

DATE SUBMITTED 01/21/26  
 SUBMITTED BY Police Department  
 DATE ACTION REQUIRED 02/04/26

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION (X)  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT	DISCUSSION/ACTION:		
	<b>1. Consideration and Adoption of a Military Use Policy in Compliance with Assembly Bill 481 and adopt City of Imperial Resolution No. 2026-05 as per Assembly Bill 481</b>		
	DEPARTMENT INVOLVED: Police		
	BACKGROUND/SUMMARY:		
	<p>Assembly Bill 481 was signed into law in 2021 and became effective January 1, 2022. The legislation was enacted to increase transparency, accountability, and community oversight regarding the use of military-style equipment by local law enforcement agencies.</p> <p>Under AB 481, law enforcement agencies are prohibited from acquiring, funding, or using military equipment unless the governing body:</p> <ul style="list-style-type: none"> <li>• Approves the acquisition or use of the equipment at a public meeting;</li> <li>• Adopts a Military Equipment Use Policy; and</li> <li>• Conducts at least one annual review of the policy and equipment usage.</li> </ul> <p>AB 481 defines “military equipment” broadly and includes, but is not limited to, armored vehicles, specialized firearms and ammunition, launchers, drones, and command-and-control technology.</p>		
	FISCAL IMPACT: None	FINANCE INITIALS	<u>NMC</u>
	STAFF RECOMMENDATION: Approve	DEPT. INITIALS	<u>MS</u>
	MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS	<u>Atom</u>
	MOTION:		
SECONDED:	APPROVED ( )	REJECTED ( )	
AYES:	DISAPPROVED ( )	DEFERRED ( )	

NAYES:  
ABSENT:

REFERRED TO:

## RESOLUTION NO. 2026-05

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING A MILITARY EQUIPMENT USE POLICY FOR THE IMPERIAL POLICE DEPARTMENT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7070–7075 (ASSEMBLY BILL 481)

#### WHEREAS,

A. Assembly Bill 481 (codified at California Government Code Sections 7070 through 7075), relating to the funding, acquisition, and use of “military equipment” by law enforcement agencies, as that term is defined in Government Code Section 7070, became effective on January 1, 2022; and

B. Assembly Bill 481 requires that before a law enforcement agency may fund, acquire, or use military equipment, the governing body must approve a military equipment use policy at a duly noticed public meeting; and

C. The Imperial Police Department has developed a Military Equipment Use Policy in coordination with Lexipol, which policy is attached hereto as **Exhibit “A”** (“Policy”); and

D. The Imperial Police Department has posted the Policy on its website for at least thirty (30) calendar days prior to the public hearing on this matter and shall maintain the Policy on its website for the duration of its use; and

E. Assembly Bill 481 authorizes the City Council to approve the funding, acquisition, or use of military equipment upon making specific findings at a duly noticed public hearing; and

F. On February 4, 2026, during a regular meeting conducted in compliance with the Ralph M. Brown Act, the City Council considered the Policy, the presentation by the Imperial Police Department, and public testimony, and based thereon makes the following findings:

1. The military equipment described in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
2. The Policy will safeguard the public’s welfare, safety, civil rights, and civil liberties; and
3. To the extent military equipment is purchased, such equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
4. Prior uses of military equipment complied with the military equipment use policy that was in effect at the time, or, if prior uses did not comply, corrective action has been taken to remedy any nonconforming use and to ensure future compliance; and

G. The Policy will be maintained by the Imperial Police Department, which shall submit an annual military equipment report to the City Council and conduct a community engagement meeting as required by Government Code Section 7072.

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

- 1. **Findings Adopted.**  
The foregoing recitals and findings are true and correct and are hereby adopted.
- 2. **Approval of Policy.**  
The City Council hereby approves and adopts Imperial Police Department Policy 706, Military Equipment Use Policy, as set forth in **Exhibit "A"**, attached hereto and incorporated by reference.
- 3. **Term and Annual Review.**  
This Resolution shall take effect immediately upon adoption and shall remain in effect for one (1) year unless renewed by the City Council in accordance with Government Code Section 7072, as it may be amended from time to time.
- 4. **Severability.**  
If any provision of this Resolution or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions or applications. The City Council declares it would have adopted this Resolution and each provision thereof irrespective of the invalidity of any other portion.

**PASSED AND ADOPTED**

by the City Council of the City of Imperial, California, at a regular meeting held on the 4th day of February, 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**CITY OF IMPERIAL**

By: \_\_\_\_\_  
IDA OBESO-MARTINEZ  
Mayor

ATTEST:  
  
By: \_\_\_\_\_  
KRISTINA SHIELDS  
City Clerk