



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Regular Meeting Agenda
April 16, 2024 at 6:00 PM
City Council Chambers
383 Main Street
Brawley, California 92227**

Council Member George A. Nava will be participating in the meeting via Zoom pursuant to Cal. Govt. Code § 54953. He will be located in the hotel lobby located at 4700 Airport Plaza Drive, Long Beach, CA 90815.

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

Ramon Castro, Mayor
Donald L. Wharton, Mayor Pro-Tempore
Gil Rebolgar, Council Member
Luke Hamby, Council Member
George A. Nava, Council Member

William Smerdon, Acting Deputy City Clerk
William Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Tyler Salcido, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

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

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

Any member of the public is invited to submit public comments in advance of the meeting to be read at the meeting. Please email your questions to cityclerk@brawley-ca.gov or call 760-351-3048 before 2:00 PM on April 16, 2024.

- a. Public Comments for Items not on the Agenda

3. CONSENT AGENDA

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

- a. Approve City Council Minutes: April 2, 2024 (1 Attachment)
- b. Approve Accounts Payable: Mar. 23, 2024 to Apr. 05, 2024 (3 Attachments)
- c. Approve Janitorial Services Agreement Amendment No. 3. (3 Attachments)
- d. Approve the Recordation of the Victoria 3A Tract Map. (5 attachments)

4. CITY MANAGER REPORT

5. REGULAR BUSINESS

- a. Potential action to adopt Resolution 2024-__, authorizing the submission of the City of Brawley's Proposed Projects in response to ICTC's Surface Transportation Block Grant (STBG) 2023 Call for Projects for Fiscal Years 23/24, 24/25, and 25/26. Presented by Romualdo Medina, Director of Public Works Operations. (2 attachments)

- b. Potential action to authorize Amendment No. 1 of the Agreement with Lee & Ro to provide Professional Engineering Services as needed and Installation of 2 additional Flow Meters. Presented by Romualdo Medina, Director of Public Works Operations.
(3 Attachments)
- c. Potential action to award one-year Cybersecurity Services Contract with CrowdStrike, Inc. for an amount of up to \$34,207.53. This service will provide Management, Detection and Respond to cyber threats. Further authorize the City Manager to execute the Agreements. Presented by Armando Garibay, Information Technology Director
(6 Attachments)
- d. Approve letter to Governor Newsom in regards to potential state budget cuts and impacts to the Brawley community and across the state. Presented by Councilmember Gil Rebollar, City of Brawley.
(1 Attachment)

6. CITY COUNCIL MEMBER REPORTS

7. CITY ATTORNEY REPORT

8. CLOSED SESSION

a. EXISTING LITIGATION (C.G.C. Section §54956.9)

Conference with Legal Counsel— One (1) Case
Name of Case: Vertical Bridge Development, LLC vs. City of Brawley

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (C.G.C §54956.9)

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One (1) Case

ADJOURNMENT: Regular Meeting May 07, 2024 @ 6:00 PM, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3048.

William Smerdon, Deputy City Clerk

CITY OF BRAWLEY
April 2, 2024

The City Council of the City of Brawley, California met in regular session at 6:00 p.m., City Council Chambers, the date, time and place of said meeting was duly established. The Deputy City Clerk attests to the posting of the agenda pursuant to Cal. Govt. Code § 54954.2.

REGULAR MEETING:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

Mayor Castro called the meeting to order at 6:00 p.m.

PRESENT: Castro, Wharton, Rebollar, Hamby, Nava
PRESENT VIA ZOOM: None
ABSENT: None

INVOCATION: Sean Wilcox

PLEDGE OF ALLEGIANCE: CM Wharton

1. APPROVAL OF AGENDA:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

The Agenda was approved with one modification. Item e under Regular Business was moved to be addressed first under Regular Business. m/s/c Nava/Hamby 5-0

2. PUBLIC APPEARANCES/COMMENTS: (Not to exceed four minutes) this is the time for the public to address the Council on any item not appearing on the agenda that is within the subject matter jurisdiction of the City Council. The Mayor will recognize you and when you come to the microphone, please state your name for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual’s personal privacy. Please direct your comments to the City Council.

Any member of the public is invited to submit public comments in advance of the meeting to be answered at the meeting. Please email your questions to cityclerk@brawley-ca.gov or call 760-351-3080 any time before 2:00 pm, April 2, 2024.

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

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

- a. Public Comments Not on the Agenda:

- 1. Sean Wilcox made comments about the Main Street Improvement Project. The comments may be viewed at:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- 1. Presentation of Proclamation in recognition of Daniel Nuñez, Elks Lodge #1420. Presented by Ramon Castro, Mayor.

The presentation may be viewed at:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- b. Presentation of Proclamation in Recognition of Dixie Dale Smith. Presented by Ramon Castro, Mayor.

The presentation may be viewed at:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- c. Presentation of Proclamation in recognition of Autism Awareness. Presented by Ramon Castro, Mayor.

The presentation may be viewed at:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

3. CONSENT AGENDA: Items are approved by one motion. Council members or members of the public may request consent items be considered separately at a time determined by the Mayor. m/s/c Nava/Hamby 5-0

- a. **Approved** City Council Minutes: March 19th, 2024.
- b. **Approved** Accounts Payable: March 9, 2024 to March 22, 2024.
- c. **Approved** various City vehicles as Surplus Property.
- d. **Approved** to ratify Letter of Support on behalf of the County of Imperial Public Safety Facility Project.

4. CITY MANAGER REPORT:

The City Manager reported that the Rotary Club and BUHS Interact did a graffiti clean-up over the weekend.

5. STUDY SESSION:

CalPERS Pension UAL Strategies presentation with GovInvest. Presented by Silvia Luna, Finance Director.

The presentation may be viewed at:

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

6. REGULAR BUSINESS:

- e. Review, discuss and potentially approve a Letter of Support for AB 2757 - Southeast California Economic Region. Presented by Tyler Salcido, City Manager. (Tabled from March 19th meeting)

The letter of support was approved. m/s/c Wharton/Nava 4-1. Rebollar voted no.

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- a. Potential action to approve the sale of alcohol and waiver of fees for the Chamber of Commerce for Greater Brawley's Imperial Valley Taco Festival on Friday, May 3, 2024. Presented by Thomas Garcia, Assistant to the City Manager.

The request to sell alcohol was approved. m/s/c Wharton/Nava 4-1. Hamby voted no.

The request to waive fees was approved. m/s/c Wharton/Hamby 5-0.

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- b. Potential action to approve an MOU between the United States Marshals Service and the Brawley Police Department, further authorize the Chief of Police to execute the Agreement. Presented by Jimmy Duran, Chief of Police.

The MOU was approved. m/s/c Wharton/Nava 5-0.

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- c. Potential action to approve the Deferral of the Project Development Impact Fees for AMG & Associates on the Brawley Eastern Avenue Senior Apartments. This project is a 32-unit senior new construction housing project to be located at 151 Eastern Avenue. Presented by Cynthia Mancha, Consultant City Planner.

The request for deferral was approved. m/s/c/ Nava/Castro 5-0.

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

- d. Potential action to approve a Resolution to execute the standard agreement with California Department of Housing and Community Development Home Investment Partnership Program associated with contract no. 21-home-16105. Presented by Cynthia Mancha, Consultant City Planner.

The Resolution was approved. m/s/c 5-0.

https://brawley-ca.granicus.com/player/clip/24?view_id=1&redirect=true

7. INFORMATIONAL REPORTS:

- a. Monthly Staffing Report for April 1, 2024.

The individual Council Members reviewed the report prior to the meeting.

8. CITY COUNCIL MEMBER REPORTS:

City of Brawley

City Council
April 16, 2024
Agenda Item No. 3b



3b

STAFF REPORT

To: City Council
From: Silvia Luna, Interim Finance Director
Prepared by: Maria Padilla, Senior Accounting Assistant
Subject: Demand check registers processed from Mar. 23, 2024 to Apr. 05, 2024

RECOMMENDATION:

Approve demand check registers processed from Mar. 23, 2024 to Apr. 05, 2024.

BACKGROUND INFORMATION:

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

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	228	123	0.00	521,749.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-36,768.95
Bank Drafts	7	7	0.00	381,216.74
EFT's	11	5	0.00	22,201.59
	246	138	0.00	888,399.36

Utility refunds included the following:

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	3	517.67
		Refund Total:	517.67
		Total for Period:	517.67

FISCAL IMPACT:

No additional fiscal impact to approve these reports.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Check Report by Check Number

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

None.

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Interim Finance Director

Status – Date of Status

Approved – 4/10/2024

Approved – 4/9/2024



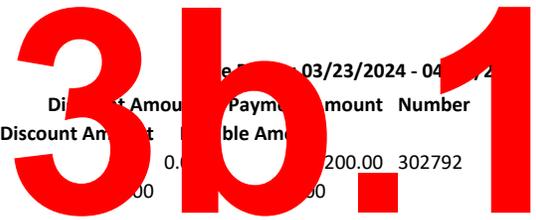
City of Brawley

3b.1

Check Report

By Check Number
Date Range: 03/27/2024 - 04/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: US Bank-US Bank Operating Account						
02405	Brawley Analytical Inc.	03/29/2024	EFT	0.00	598.75	613
0211	Invoice	03/26/2024	Water Testing/Labs	0.00	598.75	
00430	D Taussig & Associates Inc	03/29/2024	EFT	0.00	3,545.18	614
2401087	Invoice	03/27/2024	2023 Organic Waste Cost of Service Study	0.00	332.18	
2402018	Invoice	03/26/2024	CFD Consulting Services FY23-24 Luckey R...	0.00	276.50	
2402019	Invoice	03/26/2024	CFD Consulting Services FY23-24 Springho...	0.00	201.00	
2402020	Invoice	03/26/2024	CFD Consulting Services FY23-24 La Paloma	0.00	594.00	
2402030	Invoice	03/27/2024	CFD Consulting Services FY23-24 Malan Pa...	0.00	499.00	
2402031	Invoice	03/27/2024	CFD Consulting Services FY23-24 Victoria P...	0.00	738.50	
2402032	Invoice	03/27/2024	CFD Consulting Services FY23-24 Latigo Ra...	0.00	904.00	
00478	Delta Dental	03/29/2024	EFT	0.00	9,123.09	615
BE005991230	Invoice	03/28/2024	Apr 2024 Dental Insurance	0.00	9,123.09	
02405	Brawley Analytical Inc.	04/05/2024	EFT	0.00	1,804.00	616
0225	Invoice	04/02/2024	Water Testing/Labs	0.00	1,804.00	
01347	Polydyne Inc	04/05/2024	EFT	0.00	7,130.57	617
1819320	Invoice	04/02/2024	OPEN PO FOR CHEMICAL FY 23-24	0.00	7,130.57	
00759	Hinderliter, De Llamas & Associates	03/25/2024	Regular	0.00	-36,768.95	302736
00239	Brawley Police Sergeant's Asso	03/26/2024	Regular	0.00	400.00	302769
INV0004110	Invoice	03/22/2024	Union Dues	0.00	400.00	
00240	Brawley Public Safety Employee	03/26/2024	Regular	0.00	2,100.00	302770
INV0004109	Invoice	03/22/2024	Union Dues	0.00	2,100.00	
00287	California State Disbursement	03/26/2024	Regular	0.00	1,216.92	302771
INV0004095	Invoice	03/22/2024	Child Support Deductions	0.00	1,216.92	
00660	Franchise Tax Boards State Of California	03/26/2024	Regular	0.00	150.00	302772
INV0004112	Invoice	03/22/2024	Earnings Withholding	0.00	150.00	
00759	Hinderliter, De Llamas & Associates	03/26/2024	Regular	0.00	35,366.56	302773
SIN033078	Invoice	03/19/2024	Sales Tax Recovery Audit Fee Case No.347...	0.00	35,366.56	
00799	Imperial County Sheriff Civil Division	03/26/2024	Regular	0.00	50.00	302774
INV0004096	Invoice	03/22/2024	Earnings Withholdings	0.00	50.00	
01658	Teamsters Local #542	03/26/2024	Regular	0.00	1,322.00	302775
INV0004111	Invoice	03/22/2024	Union Dues	0.00	1,322.00	
01717	United Way of Imperial County	03/26/2024	Regular	0.00	5.00	302776
INV0004107	Invoice	03/22/2024	United Way Deductions	0.00	5.00	
00002	360 Business Products	03/29/2024	Regular	0.00	134.33	302777
WO-42184-1	Invoice	03/27/2024	Flash Drive/Mechanical Pencils/Pens/Stap...	0.00	134.33	
00026	ADT Commercial	03/29/2024	Regular	0.00	141.89	302778
154207296	Invoice	03/28/2024	Alarm Monitoring/Library/City Hall/Apr 20...	0.00	141.89	
00045	Alarm Communication Experts	03/29/2024	Regular	0.00	405.00	302779
010806	Invoice	03/27/2024	Electronic Security Monitoring/WWTP	0.00	105.00	
010809	Invoice	03/27/2024	Electronic Security Montrng/PW/Streets & ...	0.00	105.00	
010810	Invoice	03/27/2024	Electronic Security Monitoring/PW (Shop)	0.00	90.00	
010811	Invoice	03/27/2024	Electronic Security Monitoring/PW Office	0.00	105.00	



Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description				
02191 162479	Data Ticket Inc Invoice	03/26/2024	03/29/2024 Regular SSN Search/Franchise Tax Board Collection...	0.00	0.00	200.00	302792
00485 719117 719733	Department of Justice Invoice Invoice	03/26/2024 03/26/2024	03/29/2024 Regular Fingerprints/Child Abuse Ck/Peace Officer... Fed Lvl Volteer-Billed/Feb 2024	0.00 0.00	0.00 0.00	546.00 90.00	302793
02486 3-24BasketballW...	Desmond H Thomas Invoice	03/27/2024	03/29/2024 Regular Youth Basketball 2024/Rec/Mar 12	0.00	0.00	80.00	302794
00531 INV172	EA Electric Invoice	03/27/2024	03/29/2024 Regular Electrical Material/Conduit/Boxes/Fittings...	0.00	0.00	1,190.75	302795
00548 MR12047-24	EFR Environmental Services Inc Invoice	03/27/2024	03/29/2024 Regular Used Oil/Stop Charge for Oil Pickup	0.00	0.00	65.00	302796
00565 2621665	Emergency Medical Products Inc Invoice	03/25/2024	03/29/2024 Regular Gauze Pads/Gloves/Sharps Containers/Ne...	0.00	0.00	866.98	302797
00569 EPWK0598992	Empire Southwest LLC Invoice	03/27/2024	03/29/2024 Regular Replaced Battery Charger	0.00	0.00	1,705.06	302798
02468 3-24BasketballW...	Eric Franklin Invoice	03/27/2024	03/29/2024 Regular Youth Basketball 2024/Rec/Mar 11 - 15	0.00	0.00	640.00	302799
00626 240288	Farmers Land Leveling, Inc Invoice	03/27/2024	03/29/2024 Regular Class II Base	0.00	0.00	3,725.52	302800
00629 8-446-86175	Federal Express Corp Invoice	03/27/2024	03/29/2024 Regular Postage	0.00	0.00	28.62	302801
02086 0099892 0100356 0100842	Glenn A. Rick Engineering & Development Com Invoice Invoice Invoice	03/27/2024 03/27/2024 03/27/2024	03/29/2024 Regular Service Area Plan Update - Racho Los Lagos Service Area Plan Update - Racho Los Lagos Service Area Plan Update - Racho Los Lagos	0.00 0.00 0.00	0.00 0.00 0.00	15,955.00 8,625.00 4,115.00 3,215.00	302802
00720 75074150	GovConnection Inc Invoice	03/26/2024	03/29/2024 Regular Monitors/DisplayPort Cables	0.00	0.00	416.13	302803
01722 INV00298545	HD Supply, Inc. Invoice	03/27/2024	03/29/2024 Regular Laptop Stand Seat Bolt Mount	0.00	0.00	193.90	302804
00759 SIN036348	Hinderliter, De Llamas & Associates Invoice	03/26/2024	03/29/2024 Regular Contract Services/Sales Tax/Jan - Mar 2024	0.00	0.00	1,569.51	302805
00820 03092024	Humane Society of Imperial County Invoice	03/27/2024	03/29/2024 Regular Monthly Fee - Animal Housing & Care	0.00	0.00	6,000.00	302806
00791 24-19	Imperial Co Transportation Commission Invoice	03/27/2024	03/29/2024 Regular 3rd Qtr Distribution Cost/Membership Fee...	0.00	0.00	3,294.70	302807
00807 4136-000021355	Imperial Landfill Inc Invoice	03/27/2024	03/29/2024 Regular Animal Control Disposal	0.00	0.00	67.25	302808
00822 397723B	Imperial Valley Paint Center Invoice	03/26/2024	03/29/2024 Regular Vitracoat/Powder Coating	0.00	0.00	345.75	302809
00823 3-24Subscription	Imperial Valley Press Invoice	03/27/2024	03/29/2024 Regular 1 Year Subscription to IV Press/Acct 232502	0.00	0.00	163.46	302810
00924 51702075	Johnson Controls Fire Invoice	03/26/2024	03/29/2024 Regular Senior Ctr/Kitchen Hood Inspection	0.00	0.00	297.44	302811
00979 193604 193688	K-C Welding Rentals Inc Invoice Invoice	03/27/2024 03/27/2024	03/29/2024 Regular Impact Wrench/Flashlight/Deep Impact Se... Safety Boots/Daniel Castro	0.00 0.00	0.00 0.00	3,836.31 248.96	302812

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
01025	LaBrucherie Irrigation Supp LLC	03/29/2024	Regular		0.00	454.50	302813
278518c	Invoice	03/26/2024	Station Outdoor Modular Controller	0.00	454.50	454.50	
OM35621	Invoice	03/25/2024	Brass Ball Valve	0.00	183.94	183.94	
OM38177	Invoice	03/26/2024	Trenching Shovel	0.00	17.84	17.84	
OM38366	Invoice	03/26/2024	Station Indoor Controller	0.00	79.47	79.47	
OM38561	Invoice	03/26/2024	Bushings	0.00	3.30	3.30	
01037	LC Engineering Consultants Inc	03/29/2024	Regular		0.00	19,267.50	302814
2334	Invoice	03/26/2024	Lions Center Roof Design	0.00	19,267.50	19,267.50	
01095	Main Street Signs	03/29/2024	Regular		0.00	154.34	302815
43989	Invoice	03/26/2024	Reserved Signs/Commander/IT Director	0.00	154.34	154.34	
01096	Mallory Safety & Supply LLC	03/29/2024	Regular		0.00	98.79	302816
5837450	Invoice	03/27/2024	Gloves/Safety Glasses/Ear Plugs	0.00	98.79	98.79	
02498	Mary Saucedo	03/29/2024	Regular		0.00	100.00	302817
R00148680	Invoice	03/28/2024	Facility Deposit Refund/Parks & Rec	0.00	100.00	100.00	
01233	MTM Recognition Corp	03/29/2024	Regular		0.00	491.10	302818
6190213	Invoice	03/27/2024	GP Tackettes	0.00	491.10	491.10	
01282	O'Reilly Auto Parts	03/29/2024	Regular		0.00	106.10	302819
2648-475815	Invoice	03/26/2024	Battery Terminals/Starting Fluid	0.00	14.52	14.52	
2648-476374	Invoice	03/26/2024	Hydraulic Fluid	0.00	91.58	91.58	
01358	Principal Life Insurance Company	03/29/2024	Regular		0.00	3,614.69	302820
4-24LifeInsurance	Invoice	03/27/2024	Life Insurance/April 2024	0.00	3,614.69	3,614.69	
01364	Proforce Marketing	03/29/2024	Regular		0.00	863.24	302821
544870	Invoice	03/27/2024	(15) BLACK TACTICAL HELMETS WITH PADS	0.00	863.24	863.24	
01417	RDO Equipment Co	03/29/2024	Regular		0.00	735.99	302822
P02326A2	Invoice	03/27/2024	Kinetic Air/Vacuum Relief Valve	0.00	419.51	419.51	
P02363A2	Invoice	03/27/2024	Hose Clamps/Tilting Pedestal Fan	0.00	316.48	316.48	
01426	Republic Services, Inc	03/29/2024	Regular		0.00	8,557.03	302823
0467-001706818	Invoice	03/27/2024	Biosolids removal	0.00	2,039.30	2,039.30	
4136-000021372	Invoice	03/27/2024	Biosolids removal	0.00	6,517.73	6,517.73	
01488	Roto Rooter	03/29/2024	Regular		0.00	648.25	302824
P201620	Invoice	03/27/2024	Service Call/PD/Women's Restroom/Toilet...	0.00	648.25	648.25	
01527	San Diego Police Equipment Inc	03/29/2024	Regular		0.00	2,327.94	302825
660691	Invoice	03/27/2024	Ammunition	0.00	2,327.94	2,327.94	
01565	Shirley Bonillas	03/29/2024	Regular		0.00	733.32	302826
3-24Reimburse	Invoice	03/28/2024	Snacks & Supplies/Fall Protectn & Env Haz...	0.00	733.32	733.32	
01596	Southern California Gas Co	03/29/2024	Regular		0.00	148.34	302827
3-24GasLiftStati..	Invoice	03/27/2024	Natural Gas Consumption/2/7/24 - 3/8/24	0.00	17.27	17.27	
3-24GasFD#1	Invoice	03/27/2024	Natural Gas Consumption/2/7/24 - 3/8/24	0.00	36.83	36.83	
3-24GasPD	Invoice	03/27/2024	Natural Gas Consumption/2/7/24 - 3/8/24	0.00	25.57	25.57	
3-24GasSrCtr	Invoice	03/27/2024	Natural Gas Consumption/2/7/24 - 3/8/24	0.00	68.67	68.67	
01609	Staples Business Credit	03/29/2024	Regular		0.00	149.66	302828
6000291492	Invoice	03/27/2024	Copy Paper/Laminating Pouches/Pens/Pa...	0.00	149.66	149.66	
01884	Sunbelt Rentals	03/29/2024	Regular		0.00	75.41	302829
150906757-0001	Invoice	03/26/2024	Weed Eater String	0.00	75.41	75.41	
02488	Top Builders Construction Inc.	03/29/2024	Regular		0.00	20,536.74	302830
1	Invoice	03/28/2024	PD Holding Cell Remodel	0.00	20,536.74	20,536.74	
01703	Tyler Technologies Inc	03/29/2024	Regular		0.00	250.00	302831

3b1

3b.1

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
025-457259	Invoice	03/27/2024	Customer Relationship Mgmt/Project Mg...			25	
01710	Unifirst Corporation	03/29/2024	Regular		0.00	216.00	302832
2340060745	Invoice	03/27/2024	Uniforms/Shirts/Polos/Jacket/A He...		0.00	216.00	
01725	V & V Manufacturing Inc	03/29/2024	Regular		0.00	514.74	302833
58822	Invoice	03/27/2024	Police Badges		0.00	264.87	
58823	Invoice	03/27/2024	Police Badges		0.00	249.87	
01732	Valley Pest Services Inc	03/29/2024	Regular		0.00	180.00	302834
14336702 MT	Invoice	03/27/2024	Monthly Pest Control/PD		0.00	50.00	
14336705 MT	Invoice	03/25/2024	Monthly Pest Control/City Hall		0.00	45.00	
14336706 MT	Invoice	03/25/2024	Rodent Control/City Hall		0.00	85.00	
01738	Verizon Wireless	03/29/2024	Regular		0.00	152.04	302835
9959258212	Invoice	03/27/2024	Mobile Broadband/Alyce Gereux Park/2/1...		0.00	152.04	
01757	Vision Service Plan (CA), I	03/29/2024	Regular		0.00	2,172.27	302836
820119806	Invoice	03/28/2024	Vision Insurance Plan B/April 2024		0.00	781.04	
820119815	Invoice	03/28/2024	Vision Insurance Plan C/April 2024		0.00	1,391.23	
01768	Wal-Mart Stores Inc #01-1555	03/29/2024	Regular		0.00	144.48	302837
6510 0493 6818 ...	Invoice	03/26/2024	Easter Candy/Easter Eggs/Chips/Tickets/S...		0.00	144.48	
00002	360 Business Products	04/05/2024	Regular		0.00	205.94	302845
OE-65792-1	Invoice	04/01/2024	Pens/Classification Folders		0.00	169.06	
WO-42233-1	Invoice	04/02/2024	Pens		0.00	36.88	
00015	Acme Safety & Supply Corp	04/05/2024	Regular		0.00	218.83	302846
162189-00	Invoice	04/03/2024	Speed Bumps/Speed Bump Pins		0.00	218.83	
00040	Airwave Communications Ent Inc	04/05/2024	Regular		0.00	335.00	302847
447507	Invoice	04/02/2024	Service Call/Muffled Audio/Added Speaker...		0.00	335.00	
00084	AlSCO American Linen Div Steiner Corp	04/05/2024	Regular		0.00	700.09	302848
LYUM1791632	Invoice	04/02/2024	Cleaning Services/Supplies/WWTP		0.00	129.21	
LYUM1792315	Invoice	04/01/2024	Cleaning Services/Supplies/PD		0.00	157.77	
LYUM1792317	Invoice	04/01/2024	Cleaning Services/Supplies/City Hall		0.00	37.36	
LYUM1792318	Invoice	04/01/2024	Cleaning Services/Supplies/Parks/Admin		0.00	176.10	
LYUM1792324	Invoice	04/02/2024	Cleaning Services/Supplies/WTP		0.00	70.44	
LYUM1793286	Invoice	04/02/2024	Cleaning Services/Supplies/WWTP		0.00	129.21	
00101	American Water Works Association	04/05/2024	Regular		0.00	1,002.00	302849
7002173243	Invoice	04/02/2024	AWWA Membership Renewal/Mar 2024 - ...		0.00	501.00	
SO134869	Invoice	04/04/2024	AWWA Membership/Mar 2024 - Feb 2025		0.00	501.00	
00127	Animal Care Equipment & Svcs	04/05/2024	Regular		0.00	538.50	302850
119733	Invoice	04/02/2024	Ketch-All Pole/Bat, Bird & Mammal Nets		0.00	538.50	
00169	AT&T	04/05/2024	Regular		0.00	64.20	302851
3-24SrCenter	Invoice	04/04/2024	U-Verse Internet/3/24/24 - 4/23/24		0.00	64.20	
00176	Auto Zone Inc #2804	04/05/2024	Regular		0.00	199.11	302852
2804056069	Invoice	04/01/2024	Wire Conduit/Jump Starter/Plug Extension		0.00	124.96	
2804057113	Invoice	04/02/2024	Fiber Gasket Material/Epoxy Weld Stik/Ga...		0.00	41.23	
2804059132	Invoice	04/03/2024	Auto Wash		0.00	32.92	
00184	Babcock Laboratories Inc	04/05/2024	Regular		0.00	59.43	302853
CC41563-2441	Invoice	04/02/2024	Water Testing/Labs		0.00	59.43	
00213	Big State Industrial Supply Inc	04/05/2024	Regular		0.00	229.34	302854
1550631	Invoice	04/02/2024	Black UV Wire Ties		0.00	229.34	
00228	Brawley Ace Hardware	04/05/2024	Regular		0.00	2,712.70	302855
I64931/2	Invoice	04/01/2024	Apron Chaps		0.00	228.41	

Check Report

Vendor Number

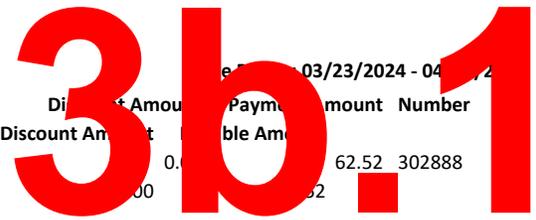
Vendor Number	Vendor Name	Payment Date	Payment Type	Disc	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payable Amount	
I67949/2	Invoice	03/28/2024	Paint Tray Liners/Spray Paint/Paint Rollers...	0.00	27.00	27.00	
I71735/2	Invoice	03/28/2024	PVC Elbows	0.00	12.27	12.27	
I72055/2	Invoice	03/28/2024	Graffiti Remover	0.00	12.92	12.92	
I72063/2	Invoice	03/28/2024	PVC Pipe/Elbow	0.00	15.67	15.67	
I75585/2	Invoice	04/01/2024	Brush & Caddy	0.00	7.53	7.53	
I75608/2	Invoice	04/02/2024	Caution Tape/Screws/Fender Washers	0.00	14.49	14.49	
I77882/2	Invoice	03/28/2024	Weed Killer/Sprayer/Closure Plugs/Knock...	0.00	91.05	91.05	
I78290/2	Invoice	04/02/2024	Deep Rake/Safety Life Hook/Pool Shock/L...	0.00	130.10	130.10	
I79116/2	Invoice	04/02/2024	Moving Box/Bubble Wrap	0.00	22.17	22.17	
I79206/2	Invoice	04/02/2024	LED Wrap Lights/Bulbs	0.00	127.11	127.11	
I80936/2	Invoice	04/01/2024	Drop Cloth	0.00	15.07	15.07	
I81425/2	Invoice	04/02/2024	LED Bulbs/Grommet Kit	0.00	35.54	35.54	
I81527/2	Invoice	04/01/2024	9V Batteries/Utility Plastic Hook	0.00	27.56	27.56	
I81983/2	Invoice	04/02/2024	Drill Bits/Screws	0.00	10.97	10.97	
I82077/2	Invoice	04/03/2024	Primer/Paint Brush	0.00	48.19	48.19	
I82108/2	Invoice	04/02/2024	Step Stool/Towels/Hex Key Set/Bulbs/Bag...	0.00	374.40	374.40	
I82112/2	Invoice	04/02/2024	Combo Tool Kit	0.00	968.67	968.67	
I82368/2	Invoice	04/02/2024	Cable Tie	0.00	18.85	18.85	
I82575/2	Invoice	04/02/2024	Weed & Grass Killer/Fasteners/Hardware	0.00	65.65	65.65	
I83913/2	Invoice	04/03/2024	Vent Brush/Water Filter/Cleaner/Fitting B...	0.00	91.09	91.09	
I84070/2	Invoice	04/03/2024	Vinyl Tub/Hose Clamp	0.00	6.21	6.21	
I85188/2	Invoice	04/03/2024	Canopy	0.00	118.51	118.51	
	Void	04/05/2024	Regular	0.00	0.00	0.00	302856
02497	California Governor's Office of Emergency Servi	04/05/2024	Regular	0.00	219.88	219.88	302857
I23-6405	Invoice	04/03/2024	Improper Fuel Card Use	0.00	219.88	219.88	
00286	California Rural Water Association	04/05/2024	Regular	0.00	1,582.00	1,582.00	302858
I202403	Invoice	04/02/2024	CRWA 2024 Membership Apr 2024 - Apr 2...	0.00	1,582.00	1,582.00	
00299	Canon Financial Services Inc	04/05/2024	Regular	0.00	1,429.35	1,429.35	302859
I32198049	Invoice	04/02/2024	Copier Contract Charge/Library/Mar 2024	0.00	105.36	105.36	
I32198050	Invoice	04/02/2024	Copier Usage/Contract Charge/FD/Feb 20...	0.00	75.42	75.42	
I32198052	Invoice	04/02/2024	Copier Usage/Library/Feb 2024	0.00	5.43	5.43	
I32198054	Invoice	04/01/2024	Copier Usage/Contract Charge/PD/Feb 20...	0.00	954.49	954.49	
I32213909	Invoice	04/03/2024	Copier Usage/Contract Charge/Parks/Feb ...	0.00	288.65	288.65	
00392	Core & Main LP	04/05/2024	Regular	0.00	848.01	848.01	302860
I5554702	Invoice	04/02/2024	Meter Box Lid/Manhole Hook/Soil Probe/...	0.00	848.01	848.01	
02330	D & R Business Services Inc	04/05/2024	Regular	0.00	2,062.50	2,062.50	302861
I1	Invoice	04/01/2024	Employee Appreciation Luncheon/Food Ca...	0.00	2,062.50	2,062.50	
00452	David & Sons Truck Repair Inc	04/05/2024	Regular	0.00	62.45	62.45	302862
I8535	Invoice	03/28/2024	Lap Joint Clamp/Wiper Blades	0.00	62.45	62.45	
00529	Dynamic Consulting Engineer	04/05/2024	Regular	0.00	31,650.00	31,650.00	302863
I275023.01	Invoice	04/04/2024	Ocotillo Springs Sidewalk Design	0.00	31,650.00	31,650.00	
00569	Empire Southwest LLC	04/05/2024	Regular	0.00	286.50	286.50	302864
IEMPC0887061	Credit Memo	04/02/2024	Credit for Inv EMPS6301105/Core Return	0.00	-16.17	-16.17	
IEMPS6301105	Invoice	04/02/2024	Battery	0.00	302.67	302.67	
00629	Federal Express Corp	04/05/2024	Regular	0.00	28.62	28.62	302865
I8-454-01256	Invoice	04/04/2024	Postage	0.00	28.62	28.62	
02327	Garda CL West Inc. Lockbox #233209	04/05/2024	Regular	0.00	346.46	346.46	302866
I10776723	Invoice	04/01/2024	Armored Transport Service/April 2024	0.00	346.46	346.46	
01722	HD Supply, Inc.	04/05/2024	Regular	0.00	1,507.61	1,507.61	302867
IINV00300074	Invoice	04/02/2024	Nitrile Gloves/TSS Filters/Wipes/Caps/BOD..	0.00	995.68	995.68	
IINV00307253	Invoice	04/02/2024	GA Air Release Valve	0.00	511.93	511.93	
02095	HydroPro Solutions	04/05/2024	Regular	0.00	3,140.58	3,140.58	302868

3b.1

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description				
0002597-IN	Invoice	03/28/2024	3G Meter Register/RG MJ 2" (E/S) USG SG...			3,140.00	
00776	I. V. Termite & Pest Control	04/05/2024	Regular	0.00	0.00	40.00	302869
0334636	Invoice	04/03/2024	Commercial Building/General Pest Control...	0.00	0.00	40.00	
02310	Juan Rodelo	04/05/2024	Regular	0.00	0.00	204.85	302870
4-24Travel	Invoice	04/01/2024	Travel Adv/CA Wildland Fire Risk Mgmt Tr...	0.00	0.00	204.85	
00979	K-C Welding Rentals Inc	04/05/2024	Regular	0.00	0.00	175.60	302871
47067	Invoice	04/03/2024	Repair Labor to OEM Specs/Spark Plug/Air...	0.00	0.00	175.60	
01022	L.N. Curtis & Sons	04/05/2024	Regular	0.00	0.00	554.47	302872
INV802906	Invoice	04/03/2024	Coupled Booster Hose	0.00	0.00	554.47	
01025	LaBrucherie Irrigation Supp LLC	04/05/2024	Regular	0.00	0.00	437.65	302873
OM38259	Invoice	04/01/2024	Basin Wrench	0.00	0.00	22.63	
OM38435	Invoice	04/01/2024	WD-40 Spray Can	0.00	0.00	10.70	
OM38498	Invoice	03/28/2024	Bathroom Sink Faucet	0.00	0.00	321.01	
OM38690	Invoice	04/02/2024	Stainless Steel Nipples/Bolts	0.00	0.00	12.65	
OM38696	Invoice	04/02/2024	Stainless Steel Nipples	0.00	0.00	31.31	
OM38754	Invoice	04/03/2024	Trenching Shovel/Tru Blu Sealant	0.00	0.00	39.35	
01096	Mallory Safety & Supply LLC	04/05/2024	Regular	0.00	0.00	146.44	302874
5851398	Invoice	04/02/2024	Safety Vest	0.00	0.00	13.90	
5854887	Invoice	04/02/2024	Safety Vests/Nitrile Gloves	0.00	0.00	132.54	
02267	Mariah Paramo Gibson	04/05/2024	Regular	0.00	0.00	64.00	302875
3-24BasketballW...	Invoice	04/04/2024	Youth Basketball 2024/Rec/Mar 13	0.00	0.00	64.00	
01199	Mettler Toledo LLC	04/05/2024	Regular	0.00	0.00	462.63	302876
655280290	Invoice	04/02/2024	Lab Calibrations/Full Preventive Maint OnS..	0.00	0.00	462.63	
02418	Michael Garcia	04/05/2024	Regular	0.00	0.00	2,444.26	302877
4-24Travel	Invoice	04/04/2024	Travel Adv/Post Supervisor Course/Apr 15 ...	0.00	0.00	2,444.26	
01238	Mylo Janitorial Inc	04/05/2024	Regular	0.00	0.00	7,808.50	302878
5077121	Invoice	04/03/2024	Janitorial Services for Various Locations	0.00	0.00	7,808.50	
01262	NewCastle Farms LLC	04/05/2024	Regular	0.00	0.00	42.00	302879
13807	Invoice	04/02/2024	Service/Saw Cut Stainless Pipes	0.00	0.00	42.00	
01288	Ojeda Industries	04/05/2024	Regular	0.00	0.00	115.70	302880
48340	Invoice	04/01/2024	Air Plugs/Paint Markers/Air Coupler	0.00	0.00	42.18	
48374	Invoice	04/01/2024	Automotive Air Plugs/Air Couplers	0.00	0.00	73.52	
01282	O'Reilly Auto Parts	04/05/2024	Regular	0.00	0.00	16.10	302881
2648-476813	Invoice	03/28/2024	Degreaser/Exhaust Repair Tape	0.00	0.00	16.10	
01311	Packers Mini Storage	04/05/2024	Regular	0.00	0.00	126.50	302882
4-24Storage	Invoice	04/03/2024	Storage Unit B209/April 2024	0.00	0.00	126.50	
01373	Quadient Finance USA Inc	04/05/2024	Regular	0.00	0.00	500.00	302883
3-24Postage	Invoice	04/04/2024	City Hall Postage	0.00	0.00	500.00	
01389	Railroad Management Co LLC	04/05/2024	Regular	0.00	0.00	716.90	302884
502012	Invoice	04/02/2024	30-Inch Sanitary Sewer Pipeline S715851	0.00	0.00	716.90	
01417	RDO Equipment Co	04/05/2024	Regular	0.00	0.00	1,043.82	302885
P3887243	Invoice	04/03/2024	Gear/Fork/Gasket	0.00	0.00	1,043.82	
01443	Rick's Roadrunner Lock & Safe	04/05/2024	Regular	0.00	0.00	32.48	302886
22533	Invoice	04/03/2024	Office Keys	0.00	0.00	32.48	
01489	Rove Engineering Inc	04/05/2024	Regular	0.00	0.00	124,366.64	302887
6264	Invoice	04/05/2024	Water Line Installation from 1st St. to East...	0.00	0.00	124,366.64	

3b.1



Check Report

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount	Payment Amount	Number
01578 0636757-IN	Sirchie Acquisition Company, LLC Invoice	04/01/2024	04/05/2024 Methamphetamine Tests	Regular	0.00	0.00	62.52	302888
01596 3-24GasPool	Southern California Gas Co Invoice	03/28/2024	04/05/2024 Natural Gas Consumption/2/5/24 - 3/4/24	Regular	0.00	0.00	13.81	302889
01924 0427863030824	Spectrum Invoice	04/01/2024	04/05/2024 Internet Service/FD#1/3/8/24 - 4/7/24	Regular	0.00	0.00	169.98	302890
01611 4-24Penalties	State WA Resources Control BD Invoice	04/03/2024	04/05/2024 Conditional Settlement Offer/NPDES/Pena...	Regular	0.00	0.00	12,000.00	302891
01884 151329845-0001	Sunbelt Rentals Invoice	04/03/2024	04/05/2024 Loader Landscaper Tractor Rental	Regular	0.00	0.00	568.33	302892
00496 3574	The Desert Review Invoice	04/03/2024	04/05/2024 Public Hearing Notice/Run 3/12/24	Regular	0.00	0.00	360.00	302893
01974 2127	Total Technology Inc Invoice	04/02/2024	04/05/2024 Cabling/PD/IT Data Drops/Network Repair	Regular	0.00	0.00	1,688.00	302894
01706 02222024	U.S. Bank Corporate Invoice	04/03/2024	04/05/2024 Feb 2024 Corporate Credit Card Statement	Regular	0.00	0.00	14,658.38	302895
01710 2340060717 2340060725 2340060736 2340060738 2340060739 2340060740 2340060741 2340060743 2340060744	Unifirst Corporation Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024 04/04/2024	04/05/2024 Uniforms/Shirts/Jeans/Jacket/R Martinez Uniforms/Polos/Jeans/Jacket/J Alvarez Uniforms/Shirts/Pants/Jacket/G Chavez Uniforms/Polos/Jeans/Jacket/A Padilla Uniforms/Shirts/Jeans/Jacket/F Ramos Uniforms/Polos/Pants/Jacket/D Villalobos Uniforms/Polos/Jeans/Jacket/J Dillon Uniforms/Polos/Pants/Jeans/Jacket/J San... Uniforms/Polos/D Blanco	Regular	0.00	0.00	2,108.82	302896
01732 14336700 MT 14336701 MT 14336703 MT	Valley Pest Services Inc Invoice Invoice Invoice	04/02/2024 04/03/2024 04/02/2024	04/05/2024 Monthly Pest Control/WTP Monthly Pest Control/City Hall Monthly Pest Control/Lawn Service/PW	Regular	0.00	0.00	180.00	302897
01738 9958451472	Verizon Wireless Invoice	04/02/2024	04/05/2024 Cell Phone Services/FD#2/2/7/24 - 3/6/24	Regular	0.00	0.00	158.10	302898
01768 7744 3044 0197 ...	Wal-Mart Stores Inc #01-1555 Invoice	04/03/2024	04/05/2024 Snacks for Trainings/Treats/Chips/Sodas/...	Regular	0.00	0.00	89.36	302899
01772 82372841 82378624	Waxie Sanitary Supply Invoice Invoice	04/03/2024 04/03/2024	04/05/2024 Bath Tissue/Paper Towels/Trash Bags/Disi... Bath Tissue/Paper Towels/Soap/Trash Bag...	Regular	0.00	0.00	846.16	302900
00836 INV0004121	Internal Revenue Service Invoice	03/26/2024	03/26/2024 Federal Taxes	Bank Draft	0.00	0.00	59.75	DFT0002743
00836 INV0004122	Internal Revenue Service Invoice	03/26/2024	03/26/2024 Medicare Taxes	Bank Draft	0.00	0.00	17.10	DFT0002744
00836 INV0004123	Internal Revenue Service Invoice	03/26/2024	03/26/2024 Social Security Taxes	Bank Draft	0.00	0.00	73.12	DFT0002745
00364 2-24	City National Bank Invoice	03/26/2024	03/26/2024 Refinancing of Water Revenue Bonds/Loan..	Bank Draft	0.00	0.00	144,681.80	DFT0002746
01368 INV0004146	CalPERS Employees Retirement Invoice	03/22/2024	03/28/2024 Retirement Contributions for P/R 3/22/24	Bank Draft	0.00	0.00	81,910.98	DFT0002752
00269	CalPERS Health Insurance	04/01/2024	04/01/2024 Bank Draft	Bank Draft	0.00	0.00	152,853.40	DFT0002753

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Net Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Net Amount	Payment Amount	Number
100000017486702	Invoice	04/01/2024	Medical Insurance Premium/Pers/Apr 2024	0.00	152,850.00	152,850.00	
00269	CalPERS Health Insurance	04/01/2024	04/01/2024 Bank Draft	0.00	1,620.59	1,620.59	DFT0002754
100000017486704	Invoice	04/01/2024	Medical Insurance Premium/Non-Pers/Apr...	0.00	1,620.59	1,620.59	

3b.1

Bank Code US Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	228	123	0.00	521,749.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-36,768.95
Bank Drafts	7	7	0.00	381,216.74
EFT's	11	5	0.00	22,201.59
	246	138	0.00	888,399.36

All Bank Codes Check Summary

3b.1

Payment Type	Payable Count	Payment Count	Discount	Amount
Regular Checks	228	123	0.00	521,749.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-36,768.95
Bank Drafts	7	7	0.00	381,216.74
EFT's	11	5	0.00	22,201.59
	246	138	0.00	888,399.36

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2024	503,359.70
999	POOLED CASH	4/2024	385,039.66
			888,399.36



City of Brawley

Monthly Transaction Report

3b.2

Date Range: 3/20/2024 - 4/5/2024

Account Number	Name	Date	Type	Amount Reference	Packet	Receipt	Adj Type			
415300	SPEEDWAY LLC	3/25/2024	Refund	517.67 Check #: 302768	UBPKT06917					
				Revenue Code	Current	Plus 1	Plus 2	Plus 3	Plus 4	Balance
				996	0.00	517.67	0.00	0.00	0.00	517.67
				Aging Total:	0.00	517.67	0.00	0.00	0.00	517.67
Transaction Grand Total for Period:				517.67						

Totals by Transaction Type

Transaction Type	Count	Amount
Refund	1	517.67
Total for Period:	1	517.67

Totals by Transaction Type and Revenue Code

Transaction Type	Revenue Code	Count	Amount
Refund	996 - 996	3	517.67
	Refund Total:		517.67
	Total for Period:	3	517.67

Totals by Revenue Code

Revenue Code	Count	Amount
996 - 996	3	517.67
Total for Period:	3	517.67

City of Brawley

City Council

April 16, 2024

Agenda Item No. 3c



3c

STAFF REPORT

To: City Council
From: Romualdo Medina, Director of Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Janitorial Services Agreement Amendment No. 3.

RECOMMENDATION:

Approve Amendment No. 3 to the Agreement for MYLO Janitorial, Inc. for continued Janitorial/Cleaning Services through March 30, 2025, with no price increase, and authorize the City Manager to execute the Amendment.

BACKGROUND INFORMATION:

City Staff is requesting a contract extension of one year through March 30, 2025. MYLO Janitorial submitted a letter to extend the cleaning services contract with no price increase to the existing facilities. MYLO not only provides janitorial cleaning it also supplies all paper products such as hand soap, dispensers, toilet paper, liners, and trash bags for all the facilities it cleans.

Current fees will stay the same for all departments as follows:

	Monthly fee
• Community Development Services/Planning	\$ 823.00
• Finance	\$ 533.00
• Library	\$ 712.50
• Police	\$ 3,250.00
• Public Works	\$ 860.00
• Wastewater Treatment Plant	\$ 540.00
• Water Treatment Plant	\$ 500.00
• Administrative Building	\$ 590.00
	\$ 7,808.50

FISCAL IMPACT:

Janitorial cleaning services are included in the Fiscal Year (FY) 2023/2024 budget within various Funds and departments. If approved, these services will also be included in the FY 2024/25 budget. The following is a summary of annual expenditures by location:

Community Development	101-191.000-740.200	\$ 9,876.00
Finance	101-191.000-740.200	\$ 6,396.00
Library	101-551.000-740.200	\$ 8,550.00
Police	101-211.000-740.200	\$39,000.00

Public Works	101-311.000-740.200	\$10,320.00
Wastewater	511-332.000-740.200	\$ 6,480.00
Water	501-321.000-740.200	\$ 6,000.00
Administration Building	101-191.000-740.200	\$ 7,080.00
Total FY24-25 Contract		\$93,702.00



ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Amendment No. 3
2. Letter from MYLO

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

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Acting Finance Director

Status – Date of Status

Approved – 4/11/2024

Approved – 4/10/2024

**AMENDMENT NO. 3
TO CONTRACT
JANITORIAL / CLEANING SERVICES CONTRACT
MYLO JANITORIAL INC
DATE: April 16, 2024**

3c.1

The Parties to this Amendment No. 3 to the Contract are the City of Brawley (City) and MYLO Janitorial Inc. (Service Provider).

RECITALS

As part of the original Scope of Work, the Service Provider is to provide janitorial and cleaning services for City facilities Community Development/Planning, Finance, Library, Police Department, Public Works, Wastewater Treatment Plant, Water Treatment Plant, and Administrative Offices. Service provider along with janitorial services also supplies all dispensers, hand soap for dispensers, paper products such as roll paper towels, c-gold paper towels, toilet paper, trashcan liners, and trash bags, and additional supplies to keep on hand at all times as stipulated in the contract. The contract for janitorial services expired on March 30, 2023, and an extension is being requested through March 30, 2024.

Amendment No. 3 consists of a time extension to March 30, 2025, for Janitorial Services. The Service Provider has submitted a letter requesting a one-year extension with no price increase for Janitorial Services and all paper products and equipment it supplies to the City facilities it services.

THE PARTIES AGREE:

1. **WHEREAS**, the parties hereto entered into Amendment No. 2 to the Agreement dated April 13, 2022, which sets forth the terms upon which Service Provider, would provide services to the City.
2. **WHEREAS**, the Agreement expires on March 30, 2024; and
3. **WHEREAS**, the parties wish to extend the term of the Agreement for an additional year to expire on March 30, 2025.

All other terms, conditions, and stipulations contained in the original Contract and Amendment No. 2 shall remain in effect.

DATED: April 16, 2024

CITY OF BRAWLEY

By: _____
Tyler Salcido, City Manager

MYLO Janitorial Inc.

By: _____
Alma Caballero, President

ATTESTS:

By: _____
Thomas Garcia, Deputy City



3c.2

To: City of Brawley
From: Mylo Janitorial Inc.
Re: 1 year Renewal of Existing Janitorial Service

February 5, 2024

Dear City of Brawley:

I am writing to express our most sincere gratitude for the privilege of serving as your janitorial service provider. At Mylo Janitorial Inc., we deeply value the partnership we have cultivated over the years with you and are committed to maintaining the high standards of quality and efficiency that define our relationship.

As we embark on another year of collaboration, I am pleased to inform you that we are fully committed to upholding our current service without any changes to the fee structure.

Our dedication to delivering exceptional service remains unwavering, and we are proud to extend this commitment for an additional one (1) year beginning March 1, 2024.

We believe that our mutual trust and understanding form the cornerstone of our partnership, and we are fully invested in its continued success. Your satisfaction is our top priority, and we are dedicated to meeting and exceeding your expectations every step of the way.

Should you have any questions or require further clarification, please do not hesitate to reach out to us. We are always here to assist you in any way we can.

Thank you for your ongoing support and confidence in Mylo Janitorial Inc. We look forward to another year of collaboration and success together.

Sincerely,

Alma Caballero

Alma Caballero

CEO, Mylo Janitorial Inc.

City of Brawley

City Council

April 16, 2024

Agenda Item No. 3d



3d

STAFF REPORT

To: City Council
From: Cynthia Mancha
Prepared by: Cynthia Mancha
Subject: Victoria 3A Tract Map

RECOMMENDATION:

Approve the Recordation of the Victoria 3A Tract Map.

BACKGROUND INFORMATION:

David Beltran, PLS, Acting City Surveyor, provided a letter approving the Victoria 3A Tract Map for recordation. The applicant Inland Valley Investments, LLC has provided the required Subdivision Agreement and bonds securing the off-site improvements. On April 2, 2024, Imperial Irrigation District (IID) requested the applicant provide a clearance of approximately 16-foot south from existing electric utility pole 13585. William Smerdon, City Attorney, provided verbal confirmation on 4/8/2024 responding to Legal Services Request number 2024-23 that the City can proceed with the recordation of the Victoria 3A Tract Map and subsequently record the 16-foot easement requested by the IID.

FISCAL IMPACT:

None. Recordation Fees and Map Checking Fees are the responsibility of the applicant.

ALTERNATIVES:

No alternative at this time.

ATTACHMENTS:

1. Victoria 3A Map
2. City Surveyor Letter
3. Victoria 3A Bonds
4. Subdivision Guarantee

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

Tyler Salcido, City Manager
William Smerdon, City Attorney

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager
Silvia Luna, Acting Finance Director

Status – Date of Status
Approved – 4/11/2024
Approved – 4/10/2024

3d.1

VICTORIA PARK UNIT 3A

A SUBDIVISION OF A PORTION OF TRACT 115, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND LOTS 6 AND 10 IN SECTION 4, IN SAID TOWNSHIP AND RANGE.

OWNER'S STATEMENT:
WE HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED BY THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP CONSISTING OF 5 SHEETS AND DESCRIBED IN THE CAPTION THEREOF. WE HEREBY OFFER FOR DEDICATION TO PUBLIC USE OF ANY STREETS, HIGHWAYS, REVOCABLE OFFERS OF RIGHT OF WAY AND OTHER PUBLIC WAYS AND EASEMENTS, AND PARCEL B SHOWN UPON SAID MAP AND BRING WITHIN SUBDIVISION.

INLAND VALLEY INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Daryl R. Priest 8/30/22
DARYL R. PRIEST DATE
(OWNER)

A NOTARY PUBLIC OR OTHER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF San Diego

ON September 2nd 2022, BEFORE ME,
Olivia Pearce City Clerk

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL
Olivia Pearce
NOTARY SIGNATURE

Olivia Pearce
PRINT NOTARY NAME

MY COMMISSION EXPIRES ON July 5th 2025
MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego CALIFORNIA.

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

BASIS OF BEARING:
THE BASIS OF BEARING FOR THIS MAP IS NORTH 00° 18' 13" WEST AS IS FOUND BETWEEN THE SOUTHERLY LOT CORNER OF LOT 18, AND THE SOUTHEASTERLY LOT CORNER OF LOT 51 PER MAP RECORDED IN BOOK 27, PAGE 46 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER.

PLANNING DIRECTOR'S STATEMENT:
I, TYLER SALCIDO, CITY MANAGER FOR THE CITY OF BRAWLEY, HEREBY STATE THAT THIS FINAL MAP CONSISTS OF 5 SHEETS, CONFORMS WITH THE TENTATIVE MAP AND THE CONDITIONS RELATED THERETO AS APPROVED BY THE CITY COUNCIL ON THE 6TH DAY OF JULY, 2017.

TYLER SALCIDO, CITY MANAGER
CITY OF BRAWLEY

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

Mg TITLE OFFICER
STEWART TITLE

SOILS REPORT:
A SOILS REPORT HAS BEEN PREPARED SPECIFICALLY FOR THIS SUBDIVISION BY LANDMARK CONSULTANTS, REPORT NO. LE20032, DATE FEBRUARY 27, 2020.

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

- TITLE: SUBDIVISION GUARANTEE INSTRUMENT# _____
- TITLE: TAX CERTIFICATE INSTRUMENT# _____
- TITLE: AGREEMENT INSTRUMENT# _____
- TITLE: _____ INSTRUMENT# _____

SIGNATURE OMISSIONS STATEMENT
PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE OF THE FOLLOWING OWNER OF EASEMENT AND / OR OTHER INTEREST HAVE BEEN OMITTED:

- EXISTING EASEMENT IN FAVOR OF THE IMPERIAL IRRIGATION DISTRICT, RECORDED JANUARY 23, 1961 IN BOOK 1068, PAGE 540 AS INSTRUMENT NO. 45 C.R. AND CORRECTED BY DOCUMENT RECORDED FEBRUARY 10, 1961, IN BOOK 1071, PAGE 599, BOTH OF OFFICIAL RECORDS. (PLOTTED HEREON)
- EXISTING EASEMENT IN FAVOR OF THE CITY OF BRAWLEY, RECORDED JUNE 15, 1988 IN BOOK 1605, PAGE 755 AS INSTRUMENT NO. 88-09584. (PLOTTED HEREON)
- EXISTING EASEMENT IN FAVOR OF THE CITY OF BRAWLEY, FOR A SANITARY SEWER MAIN, ON JUNE 15, 1988.

LEGAL DESCRIPTION:
TRACT 115 IN TOWNSHIPS 13 AND 14 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND LOTS 6 AND 10 IN SECTION 4 IN TOWNSHIP 14 SOUTH, RANGE 14 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID TRACT 115 AND THAT PORTION OF SAID LOT 6 LYING EAST OF A LINE DRAWN PARALLEL WITH AND DISTANT 730.00 FEET EAST OF THE WEST LINE OF SAID TRACT 115 AND NORTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 681.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 115 AND ITS EASTERLY PROLONGATION.

ALSO EXCEPTING FROM SAID LOT 10 THAT PORTION LYING SOUTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 115.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF BRAWLEY, A MUNICIPAL CORPORATION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 115; THENCE NORTH 89° 45' 54" EAST ALONG THE NORTH BOUNDARY OF TRACT 115 FOR A DISTANCE OF 730.00 FEET; THENCE SOUTH 00° 00' 32" WEST FOR A DISTANCE OF 23.46 FEET; THENCE SOUTH 89° 58' 56" WEST FOR A DISTANCE OF 729.99 FEET; THENCE NORTH 00° 00' 32" EAST ALONG THE WEST BOUNDARY OF TRACT 115 FOR A DISTANCE OF 20.79 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN VICTORIA PARK UNIT NO. 1, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 23, PAGE 24 OF FINAL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

ALSO EXCEPTING THEREFROM, THAT PORTION LYING WITHIN VICTORIA PARK UNIT No. 2, IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL STATE OF CALIFORNIA, ACCORDING TO MAP ON FILE IN BOOK 27, PAGE 46 OF FINAL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY.

COUNTY RECORDER'S STATEMENT:
FILED THIS _____ DAY OF _____ 20__ AT _____ IN BOOK _____ OF FINAL MAPS AT PAGE _____, AT THE REQUEST OF SANDERS-INC.

CHUCK STORY
COUNTY RECORDER

SURVEYOR'S STATEMENT:
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF INLAND VALLEY INVESTMENTS, LLC ON SEPTEMBER 5TH 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 90 DAYS OF PUBLIC IMPROVEMENTS, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Raymond Todd Dial
RAYMOND TODD DIAL, PLS 7341

DATE: 09-15-22



CITY SURVEYOR'S STATEMENT:
I, DAVID BELTRAN, ACTING CITY SURVEYOR FOR THE CITY OF BRAWLEY, HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF 5 SHEETS; THAT THE SUBDIVISION SHOWN HEREWITH IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AS APPROVED ON JULY 6, 2017; THAT ALL THE PROVISIONS OF LOCAL ORDINANCE APPLICABLE UNDER THE TENTATIVE MAP WAS APPROVED AND ALL THE REQUIREMENTS OF CHAPTER 2, DIVISION 2, TITLE 7 OF GOVERNMENT CODE OF THE STATE OF CALIFORNIA HAVE BEEN COMPILED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

David Beltran
DAVID BELTRAN, PLS 8482
ACTING CITY SURVEYOR

DATE: 09-20-2022



CITY CLERK'S STATEMENT:
I, ALMA BENAVIDES, CLERK OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, HEREBY STATE THAT THE CITY COUNCIL IN AND FOR THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, HAVE APPROVED THIS FINAL MAP, CONSISTING OF 5 SHEETS, AS THE OFFICIAL MAP OF VICTORIA PARK UNIT NO. 3A, FOR SUBDIVIDING PURPOSES IN ACCORDANCE WITH THE APPROVAL OF THE TENTATIVE MAP THEREOF AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE OFFER FOR DEDICATION OF PUBLIC ROADS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

ALMA BENAVIDES DATE
CITY CLERK

Sanders, INC.
Architect/Engineering
1102 INDUSTRY WAY, SUITE A
EL CENTRO, CA 92243
760 353 5440 FAX 760 353 5442

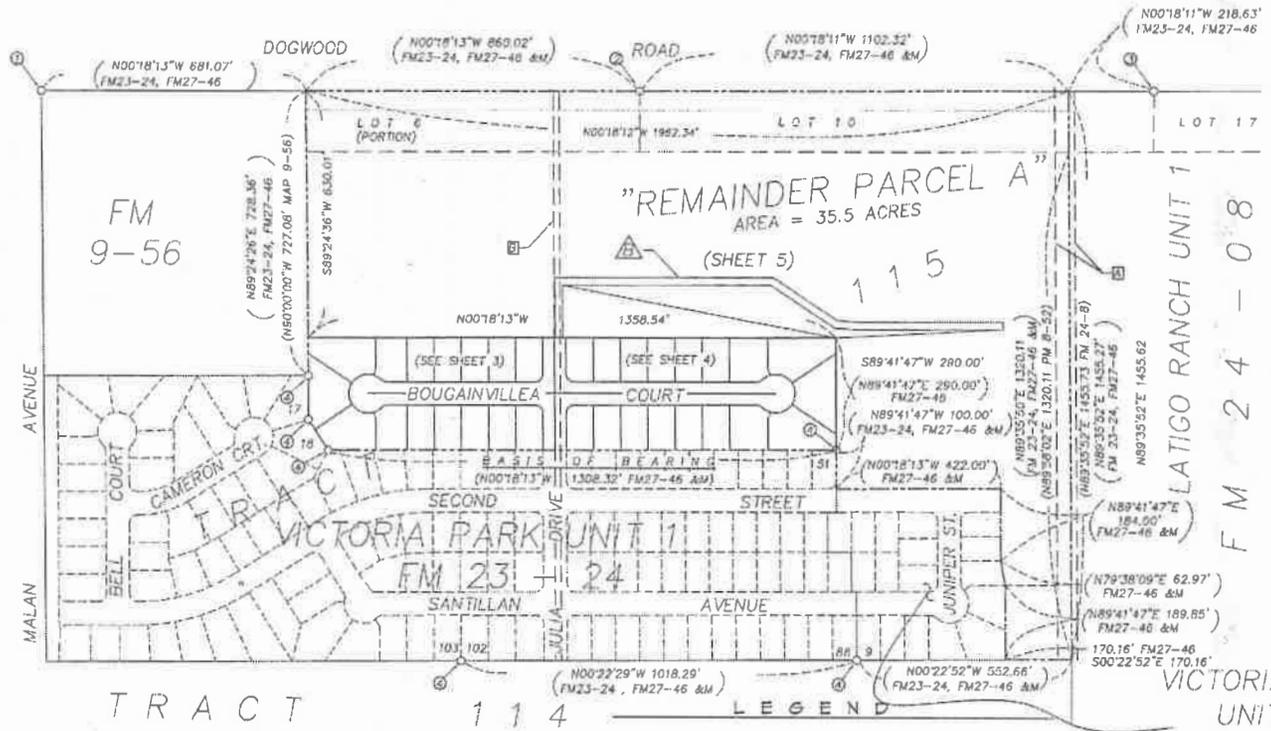
3d.1

VICTORIA PARK UNIT 3A

SHEET 2 OF 5

A SUBDIVISION OF A PORTION OF TRACT 115, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND LOTS 6 AND 10 IN SECTION 4, IN SAID TOWNSHIP AND RANGE.

TOWNSITE OF BRAWLEY
OR 1-15



EASEMENT NOTES:

- 1. EXISTING EASEMENT IN FAVOR OF THE IMPERIAL IRRIGATION DISTRICT, RECORDED JANUARY 23, 1961 IN BOOK 1068, PAGE 540 AS INSTRUMENT NO. 45 O.R., AND CORRECTED BY DOCUMENT RECORDED FEBRUARY 10, 1961, IN BOOK 1070, PAGE 599, BOTH OF OFFICIAL RECORDS. (PLOTTED HEREON)
- 2. EXISTING EASEMENT IN FAVOR OF THE CITY OF BRAWLEY, RECORDED JUNE 15, 1988 IN BOOK 1605, PAGES 755 AS INSTRUMENT NO. 88-09584. (PLOTTED HEREON)
- 3. EXISTING EASEMENT IN FAVOR OF THE CITY OF BRAWLEY, FOR A SANITARY SEWER MAIN, ON JUNE 15, 1988.

FOUND MONUMENTS

- 1. FOUND 2" IRON PIPE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS N.E. CORNER LOT 23
- 2. FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS N.E. CORNER LOT 10
- 3. FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS N.E. CORNER LOT 17
- 4. FOUND 2" X 24" IRON PIPE AND DISC MARKED "LS 7639", ACCEPTED AS LOT CORNERS DESCRIBED IN FM 23-24.

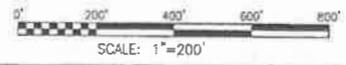
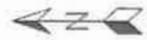
MONUMENT NOTE

UNLESS OTHERWISE SHOWN ON THIS MAP, (A) FRONT LOT CORNERS AND POINTS OF CURVES ALONG THE SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED WITH DISC MARKED "LS 7341" IN THE SIDEWALK AT AN OFFSET OF 7.00 FEET FROM THE PROPERTY LINE, ALONG EXTENSION OF THE LOT LINE OR RADIAL TO THE CURVE POINT WHERE LOT LINES ARE NOT AT RIGHT ANGLES OR RADIAL, THE OFFSET COURSE AND DISTANCE WILL BE SHOWN. (B) REAR LOT CORNERS WILL BE MONUMENTED WITH A 3/8 INCH BY 1/8 INCH REBAR WITH PLASTIC CAP MARKED "LS 7341". (C) STREET CENTERLINES WILL BE SET WITH 1 1/2" X 1/8" IRON PIPE AND DISC MARKED "LS 7341" IN CONCRETE AND A STEEL MONUMENT WELL, PER CITY OF BRAWLEY STANDARDS, AND AT A 5.00 FEET OFFSET TO THE POINT ON CURVATURE, ANGLE POINT OR CENTERLINE INTERSECTION, WHEN THERE IS A CONFLICT WITH A SEWER MANHOLE, THE DIRECTION OF THE OFFSET IS SHOWN HEREON.

PARCEL B NOTE

PARCEL B IS HEREBY GRANTED HEREON TO THE CITY OF BRAWLEY AND INTENDED FOR PUBLIC USE AS IMPROVEMENTS FOR STORM WATER CONVEYANCE.

- LEGEND**
- DENOTES SUBDIVISION BOUNDARY OF VICTORIA PARK UNIT 3A
 - DENOTES PROPOSED LOT LINES FOR PARCELS WITHIN VICTORIA PARK UNIT 3A
 - SET SURVEY CONTROL WELL MONUMENTS PER NOTE (C) IN MONUMENT NOTES.
 - DENOTES FOUND CORNERS AS NOTED HEREIN.
 - (FM 27-46) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 27, PAGE 46 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
 - (FM 23-24) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 23, PAGE 24 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
 - (FM 9-56) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 9, PAGE 56 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
 - (PM 8-52) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 8, PAGE 52 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
 - (CALC) DENOTES CALCULATED INFORMATION FROM RECORD REFERENCE AS NOTED
 - (M) DENOTES MEASURED INFORMATION EQUAL TO REFERENCE AS IS NOTED

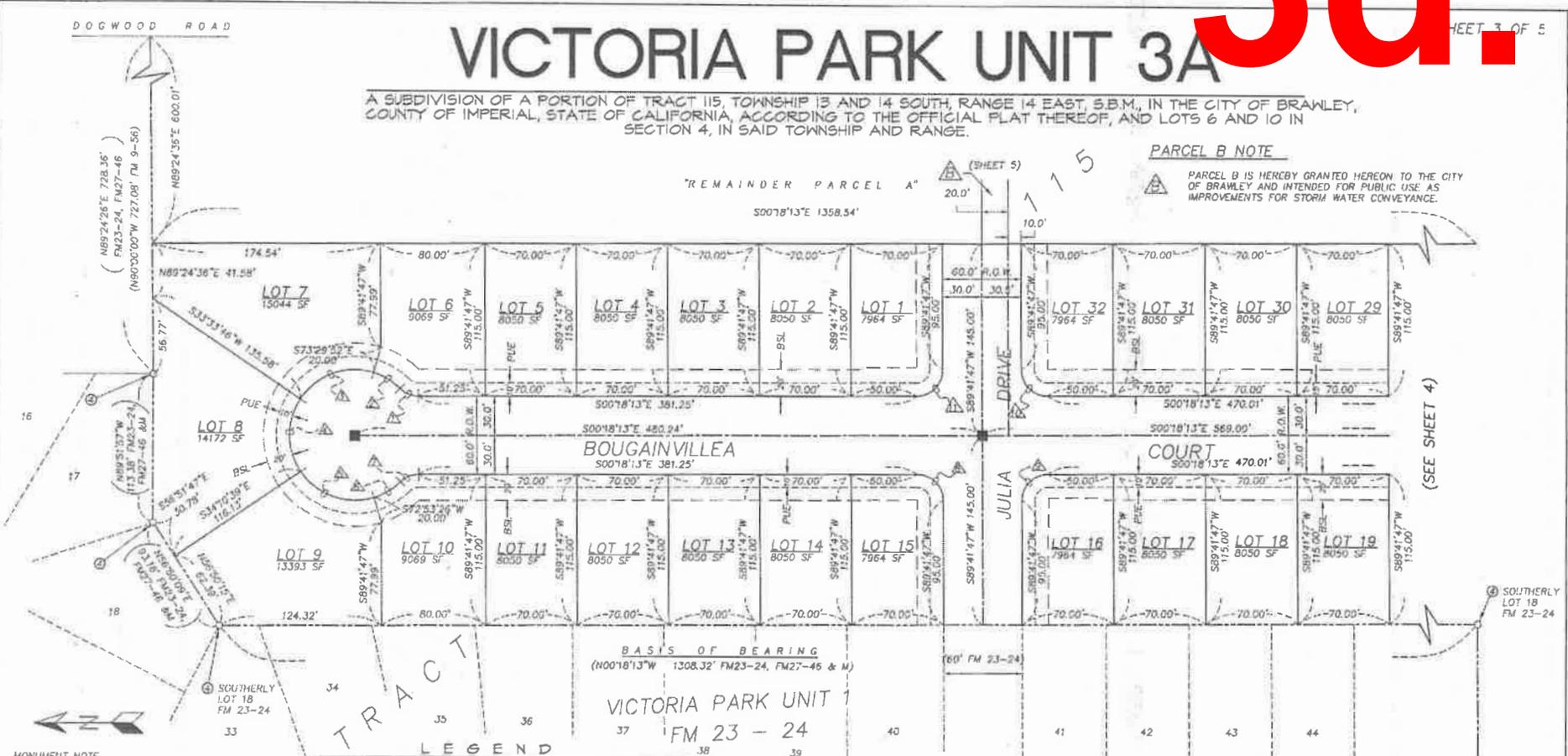


Sanders, INC.
Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

3d.1

VICTORIA PARK UNIT 3A

A SUBDIVISION OF A PORTION OF TRACT 115, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL FLAT THEREOF, AND LOTS 6 AND 10 IN SECTION 4, IN SAID TOWNSHIP AND RANGE.



PARCEL B NOTE

PARCEL B IS HEREBY GRANTED HEREON TO THE CITY OF BRAWLEY AND INTENDED FOR PUBLIC USE AS IMPROVEMENTS FOR STORM WATER CONVEYANCE.

CURVE TABLE

CURVE NO.	RADIUS	LENGTH	CENTRAL ANGLE
1	20.00'	15.50'	44° 24' 55"
2	50.00'	24.09'	27° 36' 34"
3	50.00'	63.65'	72° 55' 56"
4	50.00'	59.12'	67° 44' 51"
5	50.00'	63.64'	72° 55' 56"
6	50.00'	24.09'	27° 36' 34"
7	20.00'	15.50'	44° 24' 55"
8	20.00'	31.42'	90° 00' 00"
9	20.00'	31.42'	90° 00' 00"
10	20.00'	31.42'	90° 00' 00"
11	20.00'	31.42'	90° 00' 00"

- FOUND MONUMENTS**
- ① FOUND 2" IRON PIPE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS N.E. CORNER LOT 23
 - ② FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS N.E. CORNER LOT 10
 - ③ FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER PM 8-52, ACCEPTED AS CORNER LOT 17
 - ④ FOUND 2" X 24" IRON PIPE AND DISC MARKED "LS 7632", ACCEPTED AS LOT CORNERS DESCRIBED IN FM 23-24.

Sanders, Inc.
Architecture/Engineering
 1102 INDUSTRY WAY, SUITE A
 EL CENTRO, CA 92243
 760 353 5440 FAX 760 353 5442

3d.1

VICTORIA PARK UNIT 3A

A SUBDIVISION OF A PORTION OF TRACT 115, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND LOTS 6 AND 10 IN SECTION 4, IN SAID TOWNSHIP AND RANGE.

LEGEND

- DENOTES SUBDIVISION BOUNDARY OF VICTORIA PARK UNIT 3A
- DENOTES PROPOSED LOT LINES FOR PARCELS WITHIN VICTORIA PARK UNIT 3A
- SET SURVEY CONTROL WELL, MONUMENTS PER NOTE (C) IN MONUMENT NOTES.
- DENOTES FOUND CORNERS AS NOTED HEREIN.
- △ DENOTES CURVE INFORMATION AS IS SHOWN ON THE CURVE DATA TABLE
- (FM 27-46) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 21, PAGE 46 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 23-24) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 23, PAGE 24 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 9-56) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 9, PAGE 56 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 8-52) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 8, PAGE 52 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (CALC) DENOTES CALCULATED INFORMATION FROM RECORD REFERENCE AS NOTED
- (M) DENOTES MEASURED INFORMATION EQUAL TO REFERENCE AS IS NOTED

FOUND MONUMENTS

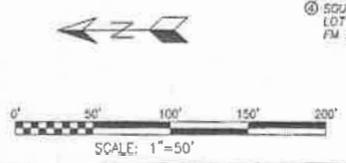
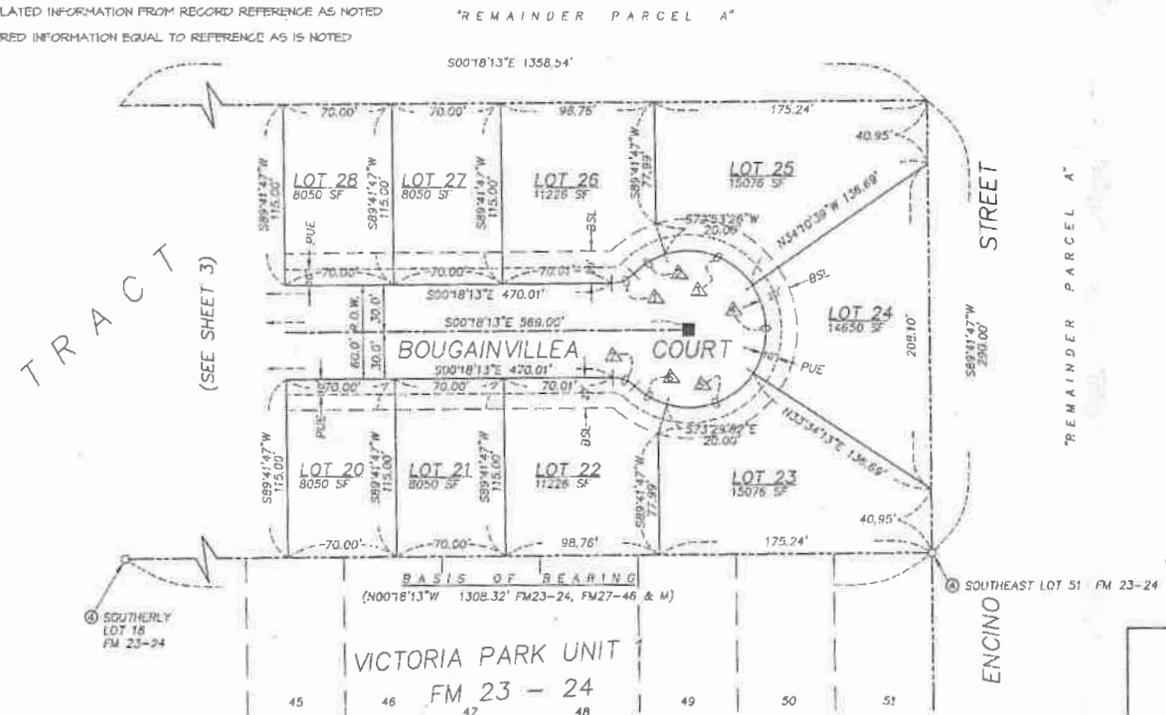
- ① FOUND 2" IRON PIPE AND DISC MARKED "LS 5397" ER FM 8-52, ACCEPTED AS N.E. CORNER LOT 23
- ② FOUND 80 "D" SPIKE AND DISC MARKED "LS5397" PER FM 8-52, ACCEPTED AS N.E. CORNER LOT 10
- ③ FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER FM 8-52, ACCEPTED AS CORNER LOT 17
- ④ FOUND 2" X 24" IRON PIPE AND DISC MARKED "LS 7639", ACCEPTED AS LOT CORNERS DESCRIBED IN FM 23-24.

MONUMENT NOTE

UNLESS OTHERWISE SHOWN ON THIS MAP, (A) FRONT LOT CORNERS AND POINTS OF CURVES ALONG THE SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED WITH DISK MARKED "LS 7341" IN THE SIDEWALK AT AN OFFSET OF 7.00 FEET FROM THE PROPERTY LINE, ALONG EXTENSION OF THE LOT LINE OR RADIAL TO THE CURVE POINT WHERE LOT LINES ARE NOT AT RIGHT ANGLES OR RADIAL, THE OFFSET COURSE AND DISTANCE WILL BE SHOWN. (B) REAR LOT CORNERS WILL BE MONUMENTED WITH A 3" INCH BY 18" INCH REBAR WITH PLASTIC CAP MARKED "LS 7341". (C) STREET CENTERLINES WILL BE SET WITH 1 1/2" X 18" IRON PIPE AND DISC MARKED "LS 7341" IN CONCRETE AND A STEEL MONUMENT WELL, PER CITY OF BRAWLEY STANDARDS, AND AT A 3.00 FEET OFFSET TO THE POINT ON CURVATURE, ANGLE POINT OR CENTERLINE INTERSECTION, WHEN THERE IS A CONFLICT WITH A SEWER MANHOLE, THE DIRECTION OF THE OFFSET IS SHOWN HEREON.

CURVE TABLE

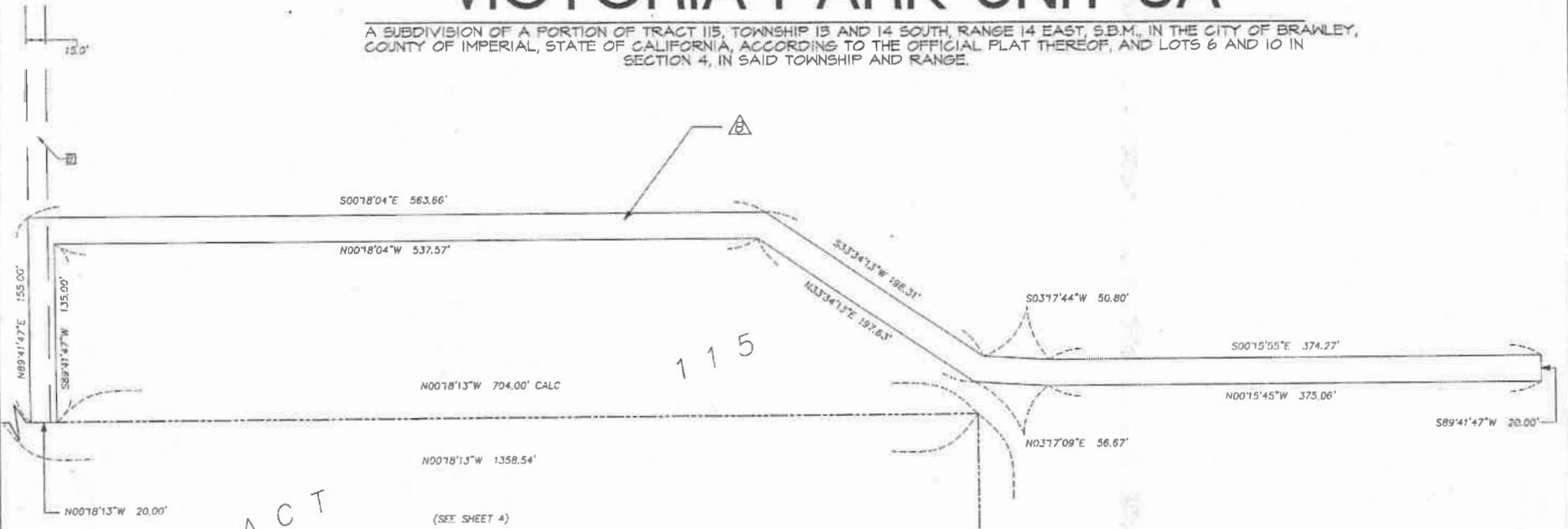
CURVE NO.	RADIUS	LENGTH	CENTRAL ANGLE
△	20.00'	15.50'	44° 24' 55"
△	50.00'	24.09'	27° 36' 34"
△	50.00'	63.64'	72° 55' 56"
△	50.00'	59.12'	67° 44' 51"
△	50.00'	63.64'	72° 55' 56"
△	50.00'	24.09'	27° 36' 34"
△	20.00'	15.50'	44° 24' 55"



3d.1

VICTORIA PARK UNIT 3A

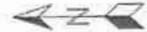
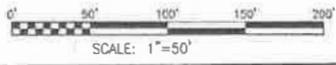
A SUBDIVISION OF A PORTION OF TRACT 115, TOWNSHIP 13 AND 14 SOUTH, RANGE 14 EAST, S.B.M., IN THE CITY OF BRAWLEY, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND LOTS 6 AND 10 IN SECTION 4, IN SAID TOWNSHIP AND RANGE.



TRACT

LEGEND

- DENOTES SUBDIVISION BOUNDARY OF VICTORIA PARK UNIT 3A
- DENOTES PROPOSED LOT LINES FOR PARCELS WITHIN VICTORIA PARK UNIT 3A
- SET SURVEY CONTROL WELL MONUMENTS PER NOTE (C) IN MONUMENT NOTES.
- DENOTES FOUND CORNERS AS NOTED HEREIN.
- △ DENOTES CURVE INFORMATION AS IS SHOWN ON THE CURVE DATA TABLE
- (FM 27-46) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 27, PAGE 46 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 23-24) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 23, PAGE 24 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 9-55) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 9, PAGE 56 OF FINAL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (FM 8-52) DENOTES DATA AS IS REFERENCED WITHIN MAP RECORDED IN BOOK 8, PAGE 52 OF PARCEL MAPS ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY RECORDER
- (CALC) DENOTES CALCULATED INFORMATION FROM RECORD REFERENCE AS NOTED
- (M) DENOTES MEASURED INFORMATION EQUAL TO REFERENCE AS IS NOTED



FOUND MONUMENTS

- ① FOUND 2" IRON PIPE AND DISC MARKED "LS 5397" PER FM 8-52, ACCEPTED AS N.E. CORNER LOT 23
- ② FOUND 80 "D" SPIKE AND DISC MARKED "LS5397" PER FM 8-52, ACCEPTED AS N.E. CORNER LOT 10
- ③ FOUND 80 "D" SPIKE AND DISC MARKED "LS 5397" PER FM 8-52, ACCEPTED AS CORNER LOT 17
- ④ FOUND 2" X 24" IRON PIPE AND DISC MARKED "LS 7632", ACCEPTED AS LOT CORNERS DESCRIBED IN FM 23-24.

MONUMENT NOTE

UNLESS OTHERWISE SHOWN ON THIS MAP, (A) FRONT LOT CORNERS AND POINTS OF CURVES ALONG THE SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED WITH DISK MARKED "LS 7341" IN THE SIDEWALK AT AN OFFSET OF 7.00 FEET FROM THE PROPERTY LINE, ALONG EXTENSION OF THE LOT LINE OR RADIAL TO THE CURVE POINT WHERE LOT LINES ARE NOT AT RIGHT ANGLES OR RADIAL, THE OFFSET COURSE AND DISTANCE WILL BE SHOWN. (B) REAR LOT CORNERS WILL BE MONUMENTED WITH A 3/4 INCH BY 18 INCH REBAR WITH PLASTIC CAP MARKED "LS 7341". (C) STREET CENTERLINES WILL BE SET WITH 1 1/2" X 18" IRON PIPE IN AND DISC MARKED "LS 7341" CONCRETE AND A STEEL MONUMENT WELL, PER CITY OF BRAWLEY STANDARDS, AND AT A 5.00 FEET OFFSET TO THE POINT ON CURVATURE, ANGLE POINT OR CENTERLINE INTERSECTION, WHEN THERE IS A CONFLICT WITH A SEWER MANHOLE, THE DIRECTION OF THE OFFSET IS SHOWN HEREON.

PARCEL B NOTE

△ PARCEL B IS HEREBY GRANTED HEREON TO THE CITY OF BRAWLEY AND INTENDED FOR PUBLIC USE AS IMPROVEMENTS FOR STORM WATER CONVEYANCE.

VICTORIA PARK UNIT 2
FM 27 - 46

Sanders, Inc.
Architecture/Engineering

1102 INDUSTRY WAY, SUITE A
EL CENTRO, CA 92243
760 353 5440

FAX 760 353 5442

July 15, 2022

Raymond T. Dial, PLS
Sanders, Inc.
1102 Industry Way, Suite A
El Centro, CA. 92243

Re: **VICTORIA PARK UNIT NO. 3A. - 2nd PLANCHECK COMMENTS – DCE PROJECT NO. 274522.09**

PLAN CHECK COMMENTS

Dynamic Consulting Engineers, Inc. (DCE) has completed the **2nd Survey Plan Check** for the above-described project. The map was checked for compliance with the Subdivision Map Act.

The Victoria Park Unit No. 3A has been satisfactorily revised. We recommend approval for the recordation of this Final Map.

Please provide final draft on Mylar and supporting documents for my signature. We will deliver the final Mylar to the City of Brawley for their signatures.

The Following documents will need to be provided for the recordation concurrently as official records in support of this Final Map:

- a) Subdivision guarantee.
- b) Tax Certificates (on day of recordation)
- c) Subdivision Agreement
- d) Beneficiary Certificate, if any.
- e) Any other items that the Planning Commission Conditions required

Please be advised that there may be additional items that may require attention on future submittals. If you have any questions, please do not hesitate in contact our office at (760) 545-0162.

Respectfully,



David Beltran, P.L.S.
Dynamic Consulting Engineers, Inc.

CC: Andrea Montano, Planning Technician

3d.3

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO.: 0595940M

PRINCIPAL: Inland Valley Investments, LLC

AMOUNT: \$417,117.00

IN FAVOR OF: **City of Brawley**

IS AGREED THAT:

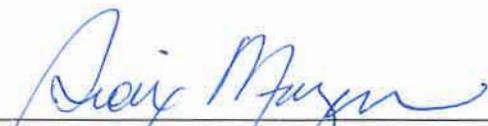
The Power of Attorney bond number be changed from LAIFSU0768131 to 0595940M.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

THIS RIDER IS EFFECTIVE: **This 23rd day of January, 2024**

Signed and dated this 23rd day of January, 2024

Harco National Insurance Company

By: 
Sioux Munnyon, Attorney-in-Fact

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 01/23/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, NC 27601
nd # 0595940
C... ina 27

3d.3

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

A00870

Irene Martins, Assistant Secretary

3d.3

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO.: 0595941M

PRINCIPAL: Inland Valley Investments, LLC

AMOUNT: \$240,488.00

IN FAVOR OF: **City of Brawley**

IS AGREED THAT:

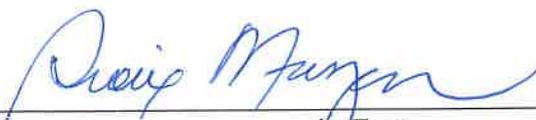
The Power of Attorney bond number be changed from LAIFSU0768131 to 0595941M.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

THIS RIDER IS EFFECTIVE: **This 23rd day of January, 2024** .

Signed and dated this 23rd day of January, 2024 .

Harco National Insurance Company

By: 
Sioux Munnyon, Attorney-in-Fact

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 01/23/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Olivia Pearse* (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, NC 27601
nd # 0595941

3d.3

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

A00870

Irene Martins, Assistant Secretary

3d.3

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO.: 0595942M

PRINCIPAL: Inland Valley Investments, LLC

AMOUNT: \$201,164.00

IN FAVOR OF: **City of Brawley**

IS AGREED THAT:

The Power of Attorney bond number be changed from LAIFSU0768131 to 0595942M.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

THIS RIDER IS EFFECTIVE: **This 23rd day of January, 2024** .

Signed and dated this 23rd day of January, 2024 .

Harco National Insurance Company

By: 
Sioux Munyon, Attorney-in-Fact

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 01/23/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, NC 27603
California 276

3d.3
d # 0595942

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

A00870

Irene Martins, Assistant Secretary

3d.3

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO.: 0595943M

PRINCIPAL: Inland Valley Investments, LLC

AMOUNT: \$875,052.00

IN FAVOR OF: **City of Brawley**

IS AGREED THAT:

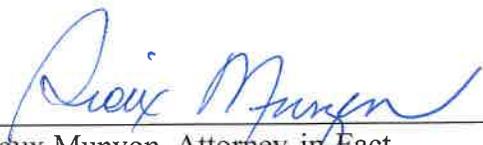
The Power of Attorney bond number be changed from LAIFSU0768131 to 0595943M.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

THIS RIDER IS EFFECTIVE: This **23rd** day of **January, 2024** .

Signed and dated this **23rd** day of **January, 2024** .

Harco National Insurance Company

By: 
Sioux Munion, Attorney-in-Fact

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On 01/23/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27601

d # 0595943

3d.3

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

Irene Martins, Assistant Secretary

A00870

3d.3

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO.: 0595944M

PRINCIPAL: Inland Valley Investments, LLC

AMOUNT: \$125,817.00

IN FAVOR OF: **City of Brawley**

IS AGREED THAT:

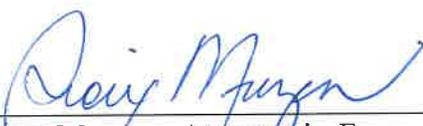
The Power of Attorney bond number be changed from LAIFSU0768131 to 0595944M.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

THIS RIDER IS EFFECTIVE: **This 23rd day of January, 2024** .

Signed and dated this 23rd day of January, 2024 .

Harco National Insurance Company

By: 
Sioux Munyon, Attorney-in-Fact

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

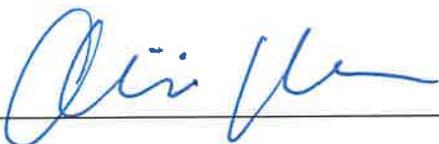
State of California
County of San Diego)

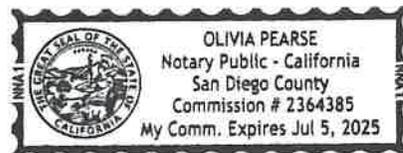
On 01/23/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, NC 27601, California 27601

Contract # 0595944

3d.3

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

A00870

Irene Martins, Assistant Secretary

SUBDIVISION MONUMENT BOND

Bond No. AIFS1768-3

3d.3

Bonding Company Harco National Insurance Company Principal Inland Valley Investments, LLC
Address 2400 East Katella Ave., #250 Address 240 Riverview Parkway
City Anaheim, CA 92806 City Santee, CA 92071

KNOW ALL MEN BY THESE PRESENTS:

That Inland Valley Investments, LLC, a Subdivider, as Principal, and Harco National Insurance Company, a Corporation, as Surety, are hereby jointly and severally bound to pay to the City of Brawley, CA the sum of Eight Thousand Two Hundred Fifty and no/100 (\$8,250.00).

The condition of this obligation is that whereas the Subdivider, as a condition of the filing of the final subdivision map of TRACT MAP NO., entered into an agreement with said City to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the Subdivider shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the City of Brawley, CA with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: January 22, 2024

NAME OF PRINCIPAL: Inland Valley Investments, LLC

AUTHORIZED SIGNATURE(S): [Signature] Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Harco National Insurance Company

AUTHORIZED SIGNATURE: [Signature] Its Attorney-in-Fact Title

Sioux Mulyon, Attorney-In-Fact (IF CORPORATION, AFFIX SEAL) (ALL SIGNATURES MUST BE WITNESSED BY NOTARY)

3d.3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

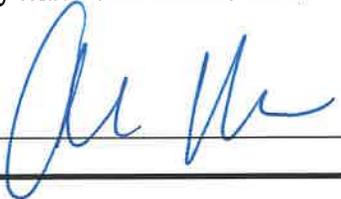
State of California
County of San Diego)

On 01/25/24 before me, Olivia Pearse Notary Public
(insert name and title of the officer)

personally appeared Daryl R. Priest,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



3d.3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }S.S.
COUNTY OF San Diego }

On 1/22/24, before me, Sandra Evans, a notary public, personally appeared Sioux Munyon who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sandra Evans (Seal)



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, NC 27603
California 27603

3d.3

d # LAIFSU 133

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SIoux MUNYON

Lakeside, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 22, 2024

Irene Martins, Assistant Secretary

A00870



3d.4

CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

File No.: 19000480179

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

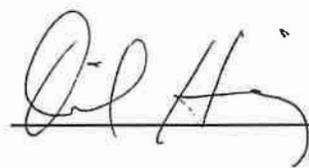
Countersigned by:


Authorized Countersignature

Stewart Title Guaranty Company -
Commercial Services
7676 Hazard Center Drive, Ste 1400
San Diego, CA 92108
Agent ID: 05V060




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to a property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records..
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association

File No.: 19000480179

CLTA GUARANTEE 6-5-2014

Page 2 of 5 of Serial Number G-2910-000000158

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action, proceeding, interposition, defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6 Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 19000480179

CLTA GUARANTEE 6-5-2014

Page 3 of 5 of Serial Number G-2910-000000158

3d.4

- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this Paragraph, the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

3d.4

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited. Reprinted under license or express permission from the California Land Title Association

File No.: 19000480179

CLTA GUARANTEE 6-5-2014

Page 5 of 5 of Serial Number G-2910-000000158

**CLTA FORM NO. 14 SUBDIVISION GUARANTEE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

3d.4

File No.: 19000480179

Customer Reference: Victoria Park Unit 3A

Guarantee No.: G-2910-000000158

Amount of Liability: \$1,000.00

Date of Guarantee: December 29, 2023 at

Fee: \$400.00

1. Name of Assured:

City of Brawley

2. Subdivision Map Reference:

Victoria Par Unit 3A

3. The map referred to above recites that it is a subdivision of the following described Land:

APN: 048-250-104 and 048-250-111

Tract 115 in Township 13 and 14 South, Range 14 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof and Lots 6 and 10 in Section 4 in Township 14 South, Range 14 East, San Bernardino Base and Meridian, County of Imperial, State of California, according to the Official Plat thereof.

Excepting therefrom, that portion of said Tract 115 and that portion for said Lot 6 lying East of a line drawn parallel with and distant 730.00 feet East of the west line of said Tract 115 and North of a line drawn parallel with and distant 681.00 feet South of the north line of said Tract 115 and its easterly prolongation.

Also excepting from said Lot 10, that portion lying South of the easterly prolongation of the south line of said Tract 115.

Also excepting therefrom, that portion granted to the City of Brawley, a Municipal Corporation described as follows:

Beginning at the northwest corner of Tract 115; thence North 89° 45'54": East along the north boundary of Tract 115 for a distance of 730.00 feet; thence South 00° 00'32" West for a distance of 23.46 feet; thence South 89° 58'56" West for a distance of 729.99 feet; thence North 00° 00'32" East along the west boundary of Tract 115 for a distance of 20.79 feet to the point of beginning.

Excepting therefrom, that portion lying within Victoria Park Unit No. 1, in the City of Brawley, County of Imperial, State of California, according to map on file in Book 23, Page 24 of Final Maps, in the office of the County Recorder of Imperial County.

Also excepting therefrom, that portion lying within Victoria Park Unit No. 2, in the City of Brawley, County of Imperial, State of California, according to map on file in Book 27, Page 46 of Final Maps, in the Office of the County Recorder of Imperial County.

(End of Legal Description)

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.
Reprinted under license or express permission from the California Land Title Association

File No.: 19000480179

2910 CLTA Guarantee Form No. 14 Subdivision Guarantee (6/5/14)

Page 6 of 2 of Serial Number: G-2910-000000158

3d.4

3. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose subdivisions are hereby, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2024 - 2025.
- B. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
1st Installment: \$1,964.40 Status 1st: Paid
2nd Installment: \$1,964.40 Status 2nd: Open
Parcel No.: 048-250-104
Code Area/Tracer No.: 001014
- C. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:
1st Installment: \$80.98 Status 1st: Paid
2nd Installment: \$80.98 Status 2nd: Open
Parcel No.: 048-250-111
Code Area/Tracer No.: 001014
- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- E. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- F. A semi-annual water availability assessment, if any, in favor of the Imperial Irrigation District.

Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
- 3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 4. Said land is located within the boundary of the Imperial Irrigation District.
- 5. An easement in favor of the Imperial Irrigation District, for canals, telephone lines, power lines, and incidental purposes, as set forth in a document recorded January 31, 1961, in Book 1068, Page 540, and corrected by document recorded February 10, 1961, in Book 1070, Page 599, both of Official Records.

3d.4

Said interest has been conveyed to the City of Brawley by document dated December 19, 2003, executed by the Imperial Irrigation District, recorded March 13, 2007, as Instrument No. 2007-10602 of Official Records.

- 6. An easement in favor of the City of Brawley, for a sanitary sewer main, and incidental purposes, as set forth in a document recorded June 15, 1988, as Instrument No. 88-09584 of Official Records.
- 7. A notice of assessment for the district shown below which is a lien on said land.

District; 2005-1
Disclosed by: Notice of Special Tax Lien
Recorded: June 9, 2005, as Instrument No. 2005-21944 of Official Records.

- 8. An easement in favor of the City of Brawley, for a public highway, and incidental purposes, as set forth in a document recorded October 19, 2006, as Instrument No. 2006-49567 of Official Records.

STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

3d.4

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we, our affiliates, and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

3d.4

**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - ✓ Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - ✓ Directly and indirectly from activity on Stewart's website or other applications.
 - ✓ From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

3d.4

- i. To personalize your website experience and to deliver content and product or service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable court orders or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- ✓ The categories of personal information Stewart collected about you.
- ✓ The categories of sources for the personal information Stewart collected about you.
- ✓ Stewart’s business or commercial purpose for collecting that personal information.
- ✓ The categories of third parties with whom Stewart shares that personal information.
- ✓ The specific pieces of personal information Stewart collected about you (also called a data portability request).
- ✓ If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good service that you requested, take actions reasonably anticipated within the context of our ongoing business relationships with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- ✓ Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- ✓ Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you what we have decided to do and provide you with a cost estimate before completing your request.

3d.4

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- ✓ Deny you goods or services.
- ✓ Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- ✓ Provide you with a different level or quality of goods or services.
- ✓ Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

City of Brawley

City Council

April 16, 2024

Agenda Item No. 5a

STAFF REPORT



5a

To: City Council
From: Romualdo Medina, Director of Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Surface Transportation Block Grant (STBG) Call for Project 2023.

RECOMMENDATION:

Adopt Resolution No. 2024-__ of the City Council of the City of Brawley, California, authorizing the submission of the City of Brawley's Proposed Projects in response to ICTC's Surface Transportation Block Grant (STBG) 2023 Call for Projects for Fiscal Years 23/24, 24/25, and 25/26.

BACKGROUND INFORMATION:

In the summer of 2023, augmentation of federal transportation funding was made available by the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA). As a result, an augmentation of funding to the Carbon Reduction Program (CRP), CMAQ, and STBG funding was made available for FFY 2023/2024, FFY 2024/2025, and FFY 2025/2026. The SCAG region is responsible for programming the additional funds in the FTIP. The available funding amounts are \$88M of CRP, \$57M of CMAQ, and \$130M of STBG. It is important to note that these funding amounts are a result of augmentation funding and are not reflective of anticipated future estimates. In addition, CRP funding is guaranteed up to FFY 2025/2026 and it is unclear if this funding program will remain available in future funding cycles.

The Imperial County Transportation Commission (ICTC) issued an expedited call for projects with a deadline of January 26, 2024. ICTC approved the STBG call for project guidelines and selection criteria on November 9, 2023. Local approval of projects is a stated requirement of the selection criteria. Local approval shall be considered and obtained by a resolution of the Brawley City Council indicating:

Opportunity for public comment.

Identification of the specific local match amount and source and type of any other funds used to leverage the project.

Compliance with the City of Brawley's Circulation Element.

Reference to the Pavement Management Plan for rehabilitation projects.

The following project is proposed for ICTC's consideration:

Western Avenue Rehabilitation Project from Main Street to Highway 86 \$677,000 (Estimate)

The projects were selected in consideration of the existing pavement condition index as defined in the City of Brawley Pavement Management Program and other considerations such as existing trip

generators (Pioneers Memorial Hospital and Medical Facilities, Wal-Mart corridor, Education Institutions, Recreational Institutions, Residential areas).

5a

FISCAL IMPACT:

If the project is awarded by ICTC to the City a minimum local match of up to 11.47% of the total approved grant amount will be required. Measure D funds will be utilized for the project. If approved by ICTC, this project will be added as a new project under the FY23-24 Capital Improvement Plan. Budget augmentations will be needed to reflect the new projected funding and expenses.

Revenue -421-310.000-430.416- STBG Funding	\$ 599,000.00
Revenue -421-310.000-600.215 - Transfer from Measure D	\$ 78,000.00
Expense - 421-310.000-800.300 - Improvements other than buildings	\$ 677,000.00

ALTERNATIVES:

No alternative is recommended, at this time.

ATTACHMENTS:

1. Resolution

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

Engineering Staff
ICTC

REPORT APPROVAL(S):

<u>Staff, Title or Consultant, Agency</u>	<u>Status – Date of Status</u>
Tyler Salcido, City Manager	Approved – 4/11/2024
Silvia Luna, Acting Finance Director	Approved – 4/10/2024

5a.1

RESOLUTION 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAWLEY, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE CITY OF BRAWLEY'S PROJECTS FOR THE SURFACE TRANSPORTATION BLOCK GRANT (STBG) 2023 CALL FOR PROJECTS FOR FISCAL YEARS 2023/2024, 2024/2025, and 2025/2026.

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the timely use of State and Federal funds; and

WHEREAS, the City of Brawley is able to apply for and receive Federal and State funding including Surface Transportation Block Grant (STBG) funds; and

WHEREAS, the City of Brawley desires to ensure that its projects are delivered in a timely manner to preclude losing funds for non-delivery; and

WHEREAS, it is understood by the City of Brawley that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and

WHEREAS, the estimated STBG Dollar apportionments in the Imperial County Transportation Commission (ICTC) Region are as follows:

FY 2023/2024	\$ 520,000	estimated
FY 2024/2025	\$ 520,000	estimated
FY 2025/2026	\$ 520,000	estimated
Total	\$1,560,000	estimated

WHEREAS, ICTC issued a 2023 STBG call for projects to all its members with a deadline of January 26, 2024; and

WHEREAS, the City of Brawley Public Works Engineering Department proposes the following project:

Priority	Project	From	To	Classification	Estimate
1	Western Avenue	Main Street	Highway 86	Major Collector	\$599,000

WHEREAS, the City of Brawley has historically been at an extreme disadvantage in funding projects of this nature due to unfunded mandates and its revenue base is unable to provide the infrastructure that is needed to maintain an adequate level of service of local major collectors and minor arterials; and

WHEREAS, the STBG call for projects represents a major opportunity to provide much-needed surface improvements to enhance the City's deteriorated streets; and

WHEREAS, the citizens of the City of Brawley would greatly benefit from this type of construction.

5a.1

NOW, THEREFORE, BE IT RESOLVED, that the City of Brawley City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded, and:

- a. The opportunity for public comment was provided at a public meeting;
- b. Local funds in the amount of approximately \$78,000 from Development Impact Fees and LTA funds could be used to leverage the federal funds for the project;
- c. Projects are consistent with the current Circulation Element of the City of Brawley's General Plan;
- d. Rehabilitation projects are consistent with the adopted pavement management plan.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Imperial County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City of Brawley City Council does direct its management and engineering staff to ensure all federal and state-funded projects are carried out in a timely manner as per the requirements of AB1012 and the directive of the City of Brawley City Council.

THE FOREGOING RESOLUTION was passed, approved, and adopted by the City of Brawley City Council on April 16, 2024.

CITY OF BRAWLEY, CALIFORNIA

Ramon Castro, Mayor

ATTEST:

Thomas Garcia, Deputy City Clerk

5a.1

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
CITY OF BRAWLEY

I, **THOMAS GARCIA**, Deputy City Clerk of the City of Brawley, California, **DO HEREBY CERTIFY** that the foregoing Resolution 2024- was passed and adopted by the City Council of the City of Brawley, California, at a regular meeting held on the 16th day of April 2024, and that it was so adopted by the following roll call vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

DATED: April 16, 2024

Thomas Garcia, Deputy City Clerk

City of Brawley

City Council

April 16, 2024

Agenda Item No. 5b



5b

STAFF REPORT

To: City Council
From: Romualdo Medina, Director of Public Works Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: Installation of 2 additional flow meters to the Best Road Sewer Replacement Project.

RECOMMENDATION:

Authorize Amendment No. 1 to the Agreement with Lee & Ro to provide Professional Engineering Services as needed and Installation of (2) additional Flow Meters.

BACKGROUND INFORMATION:

On September 26, 2023, the Council authorized an Agreement for \$95,652.00 with Lee & Ro to provide a Study for the Best Road Sewer Line that consisted of two phases. The first phase was for cleaning, videotaping, and flow monitoring in two locations on Best Road and surveying manholes, removal of any flow obstructions, obtaining the daily varying flow data, and determining existing capacities.

The Brawley Senior Apartments development required a sewer capacity analysis on the Eastern Sewer Transmission Line before the city approved the project. It was further determined that an additional two (2) flow meters were needed to be installed on the sewer line for flow monitoring and a capacity analysis which will assist with approving current and future developments that will be discharging wastewater into the Eastern Avenue sewer line.

The capacity and analysis report will include a technical memorandum summarizing the results of the analysis including any Capital Improvement Project recommendations. City Staff is requesting approval for Amendment No. 1 to Lee and Ro for the additional work mentioned above.

FISCAL IMPACT:

Funding will come from the Developer Pacific West Communities Inc.; The City will request the payment of the \$39,990 in advance to secure the funding and move forward with the change order approved by the City and the Developer.

The Developer deposit will be recorded under 511-000.000-117.400. A budget adjustment for the following GL accounts is required:

Revenue -511-332.000-480.100 - Reimbursement & Recoveries	\$ 39,990
Expense - 511-332.000-730.100 - Professional Services	\$ 39,990

ALTERNATIVES:

No alternative is recommended, at this time.

5b

ATTACHMENTS:

1. Proposal
2. Amendment No. 1

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

Tyler Salcido, City Manager

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Acting Finance Director

Status – Date of Status

Approved – 4/11/2024

Approved – 4/10/2024

March 26, 2024

Mr. Ruben Mireles, Operations Division Manager
City of Brawley
180 S. Western Avenue
Brawley, CA 92227

Subject: Proposal for Flow Monitoring and Capacity Analysis of Eastern Avenue Sewer

Dear Mr. Mireles:

Pursuant to your request, LEE + RO is submitting this proposal for flow monitoring and capacity analysis of Eastern Avenue Sewer, as described in the below scope of work:

Scope of Work:

Task 1 Project Management and Field Coordination

LEE + RO will setup and manage the project and attend up to two field coordination meetings in-person during normal working hours in the field or virtually over Microsoft Teams. The Project Manager or the Project Engineer will attend these meetings. Monthly invoicing and schedule tracking will be performed.

Task 2 Flow Monitoring

LEE + RO's sub-consultant, Downstream Services Inc, Escondido, CA will install two (2) flow monitors in MH # CA005 and MH # CA017 on existing 24-inch diameter sewer main for 7-day flow monitoring including permits, traffic control truck with flagger using WATCH Manual typical setups, separate installation and removal of flow monitors, flow monitor equipment rental and data processing and report, confined space entries etc. See proposal from Downstream Services attached hereon as **Exhibit 4**. LEE + RO will virtually coordinate with the City to plan, coordinate and execute the flow monitoring. LEE + RO is not anticipating being in the field during the actual field work. Any necessary plugging, flow diversion, bypass pumping, and operating pump stations is specifically excluded for this scope of work and shall be performed by the City. Please take note of the the inclusions and exlusions in **Exhibit 4**.

Task 3 Capacity Analysis and Report

LEE + RO will review and analyze the flow data and update the Citywide Sewer Model in Infowater Sewer Model and/or perform spreadsheet analysis to revise overcapacity segments and update the capacity-based CIP projects pertaining to Eastern Avenue Sewer. Planning level cost data will be developed for the construction of the updated CIP projects. A technical memorandum will be prepared summarizing the results for the analysis including CIP project recommendations.

The total not to exceed fee requested is **\$39,990** and our fee proposal spreadsheet (**Exhibit 1**) is attached. We thank you for the opportunity to work on this project. Please call if you have any comments or questions.

Respectfully Submitted,
LEE + RO, Inc.



Jay Jung, P.E.
Vice President

Enclosures: Exhibit 1 – Fee Proposal, Exhibit 2 – Billing Rates, Exhibit 3 – Other Direct Costs,
Exhibit 4 – Downstream Services, Inc. Proposal

5b.1

Exhibit 1 Fee Proposal

Task No.	Labor Category Used for Fee Proposal: E7 Supervising Engineer, E6 Principal Engineer, E4 Engineer, E1 Junior Engineer, and A2 Senior Word Processor	HOURS PER LABOR CATEGORY AND BILLING RATE (\$/HR). SEE BILLING RATE SCHEDULE FOR LABOR CLASSIFICATION.					Total Labor Hours	Labor Cost (\$)	Subs Cost (\$)	Other Direct Costs (ODCs)	TOTAL FEES (\$)
		E7	E6	E4	E1	A2					
		\$273	\$242	\$189	\$105	\$110					
1	Project Management and Meetings	4	8	8		4	24	\$4,980		\$500	\$5,480
2	Flow Monitoring (Sub-consultant: Downstream Services, Inc.)	4	8	4			16	\$3,784	\$17,854	\$0	\$21,638
3	Capacity Analysis and Report	4	20	20	24	4	72	\$12,672		\$200	\$12,872
	TOTAL - NOT TO EXCEED	12	36	32	24	8	112	\$21,436	\$17,854	\$700	\$39,990

5b.1

Exhibit 2
Standard Hourly Billing Rate Schedule FY 2023/2024
 (EFFECTIVE FROM NOVEMBER 1, 2023 TO OCTOBER 31, 2024)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$305
Engineer 7	E7	Supervising Engineer	\$273
Engineer 6	E6	Principal Engineer	\$242
Engineer 5	E5	Senior Engineer	\$205
Engineer 4	E4	Engineer	\$189
Engineer 3	E3	Associate Engineer	\$170
Engineer 2	E2	Assistant Engineer	\$126
Engineer 1	E1	Junior Engineer	\$105
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$226
Designer 5	T5	Senior Designer	\$173
Designer 4	T4	Designer	\$155
Designer 3	T3	Associate Designer	\$146
Designer 2	T2	Assistant Designer	\$115
Designer 1	T1	Junior Designer	\$100
FIELD PROFESSIONALS			
Field Professional 5	F5	Senior Resident Engineer	\$205
Field Professional 4	F4	Resident Engineer	\$189
Field Professional 3	F3	Senior Inspector	\$170
Field Professional 2	F2	Inspector	\$126
Field Professional 1	F1	Assistant Inspector	\$105
ADMINISTRATIVE			
Administrative 4	A4	Senior Contract Manager	\$147
Administrative 3	A3	Contract Manager	\$138
Administrative 2	A2	Senior Word Processor	\$110
Administrative 1	A1	Word Processor / Administrative Assistant	\$91

**Exhibit 3
Other Direct Costs**

(EFFECTIVE FROM NOVEMBER 1, 2023 TO OCTOBER 31, 2024)

5b.1

Automobile Mileage	IRS Published Rate
In-house Reproduction	\$0.08 / sheet (8.5 x 11 Bond B & W)
	\$0.20 / sheet (8.5 x 11 Bond Color)
	\$0.15 / sheet (11 x 17 Bond B & W)
	\$0.50 / sheet (11 x 17 Color)
	\$1.25 / sheet (24 x 36 Bond)
Mylar Original Drawing	\$8.00 / sheet (24 x 36 or 22 x 34)
Computers & Work Stations	No Charge
Subconsultant Mark-up	Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise
Bulk Reproduction by Outside Printing Firm	Invoice amount plus 10% Handling Charge
Overnight Mailing Air Fare Project-Specific Software Equipment Rental Etc.	At Cost

5b.1

To:	Lee & Ro	Date:	3/22/2024		
Attn:	Murthy Kadiyala	Project Name:	City of Brawley - Sewer - Flow Monitoring		
Address:	1199 South Fullerton Road City of Industry, CA 91748	Project Location:	Various locations, Brawley, CA		
		Email:	murthy.kadiyala@lee-ro.com		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
7 Day Flow Test on 2 Each 24" Sewer Gravity Mains					
1	Install and Remove Flow Monitoring Device	1.0	EA	\$ 7,984.00	\$ 7,984.00
2	Flow Monitor Equipment (Weekly Rental/Usage Rate, Per Meter Per Week)	2.0	WK	\$ 500.00	\$ 1,000.00
3	Data Post Processing and Deliverable Report	2.0	EA	\$ 400.00	\$ 800.00
4	Traffic Control Truck with Flagger, 2 Man Crew, Using WATCH Manual Typical, 2 Flow monitor uses area of flow and velocity for in pipe meter. Assumes line to be in good condition, with no tuberculation or hard formation. Maximum 900,000 data points. Need access to a straight unobstructed section of pipe at least 10x diameter of pipe through an existing manway/access point. Assumes min flow depth of one inch. Includes minor traffic control (10 cones and 2 signs) and a 3 man entry team with proper (per CALOSHA) safety equipment.	2.0	EA	\$ 3,610.00	\$ 7,220.00
	<i>* if local agency requires permits, traffic control plans, Additional Insurance, etc, DSI will bill cost plus 20%, plus time used to create submittals, obtain permits, etc.</i>				
TOTAL ESTIMATED COST					\$ 17,004.00

TERMS AND CONDITIONS:

- 1) This proposal will remain valid for a period of sixty (60) days from the date set forth above.
- 2) Progress and final payments are to be made to Downstream Services, Inc. per the California Civil and Business and Professions Codes.
- 3) Payments are Net 30 days. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts.
- 4) Insurance coverage includes a blanket additional insured endorsement. Owner to carry general liability, workers' compensation and other necessary insurance.
- 5) Contract bond premium is not included in the unit prices and can be supplied, if requested, at the additional cost of 1.5% of the contract amount.
- 6) Prices are based on plans and specifications provided, including all addenda.
- 7) Non prevailing rate of pay.
- 8) Unit price to prevail. If there is a change in quantities, pricing will need to be adjusted.
- 9) Proposal is based on the award of all quantities quoted; change in quantities may result in additional cost.
- 10) Client shall provide adequate access for crew and equipment.
- 11) Delays beyond our control will be invoiced per the Downstream Services, Inc. Hourly Rate Sheet.
- 12) All permits, inspection fees, engineering fees, premiums on labor and material bonds, and performance bonds shall be paid for by others.
- 13) Downstream Services, Inc. will not be liable for any liquidated damages or penalties due to delay by others.
- 14) Hourly rates are portal to portal and subject to a four (4) hour minimum.
- 15) Hours over eight (8) per shift are considered overtime.
- 16) Hours over twelve (12) per shift are considered double time.
- 17) A 15% markup applies to work scheduled between the hours of 5 PM and 5 AM.
- 18) A 20% markup applies to sampling, testing, disposal and materials.

INCLUSIONS:

- 1) Mobilization and travel of crew and equipment.
- 2) Traffic control.
- 3) Confined Space Entries.
- 4) Flow Monitoring

EXCLUSIONS:

- 1) City, state or federal fees or permits.
- 2) Permits, licenses, and project bonds.
- 3) Pipeline cleaning.
- 4) BMPs and erosion control.
- 5) Removal or relocation of existing utilities, buried structures, rock or cemented soils.
- 6) Third party material sampling and testing.
- 7) Disposal of hazardous materials.
- 8) Plugging, flow diversion, bypass pumping and operating pump stations.
- 9) Clearing and grubbing.
- 10) Pipe preparation (injection grouting, filling of voids, invert paving, etc).
- 11) Removal or repair of liner wrinkles.
- 12) Heavy traffic control.
- 13) Residential notifications.
- 14) Private utility mark outs.
- 15) Repair of damaged mislabeled or unmarked utilities or irrigation.
- 16) Landscape clearing, replacement or repairs.
- 17) Pre and post-CCTV inspections.



2855 Progress Place, Escondido, CA 92029
Office: (760) 746-2544 | Fax: (760) 746-2667
Ian Norton and Jeff Moore

IanN@downstreamservices.com and JeffM@downstreamservices.com

5b.1 **CONFIDENTIAL**

Proposal Acceptance: I have read and understand the above and agree that this proposal, along with the terms and conditions, and inclusions and exclusions, will be the basis for my subsequent agreement or contract. I authorize Downstream Services, Inc. to complete the work as specified. Any change or request for additional work will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. In the event a lawsuit is instigated to enforce payment, the client agrees to pay reasonable attorney and collection fees together with the legal interest and costs of lawsuit. I agree to notify Downstream Services, Inc. in writing of any disputes within 30 days of the date the work was performed otherwise such disputes are considered negligible.

Signature

Title

Name (Type or Print)

Date



DSI # _____
5b.1

Prevailing Wage Project Information Request Form

Pursuant to California Labor Code 1777.5, and to ensure compliance, we need the requested information completed **72 hours** prior to the commencement of work.

Wage Determination #: _____

State Prevailing Wage (SPW)

Service Contract Act (SCA)

Davis Bacon (DB)

Revision #: _____

Modification #: _____

* check one unless it's a dual state and federal funded project

DIR Project ID: _____

Contract #: _____

Project Information

Project Name: _____

Address of Project: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Awarding Body Information

Name (Owner): _____

Address: _____

Compliance Contact Information

Name: _____

Email: _____

Address: _____

Phone #: _____

Invoice Contact Information

Name: _____

Email: _____

Phone #: _____

Certified Payroll Reporting Requirements

Upload to DIR

A- 131 form

Prism

WH-347 form

LCP Tracker

Other _____

e-Mars

* Select all that Apply

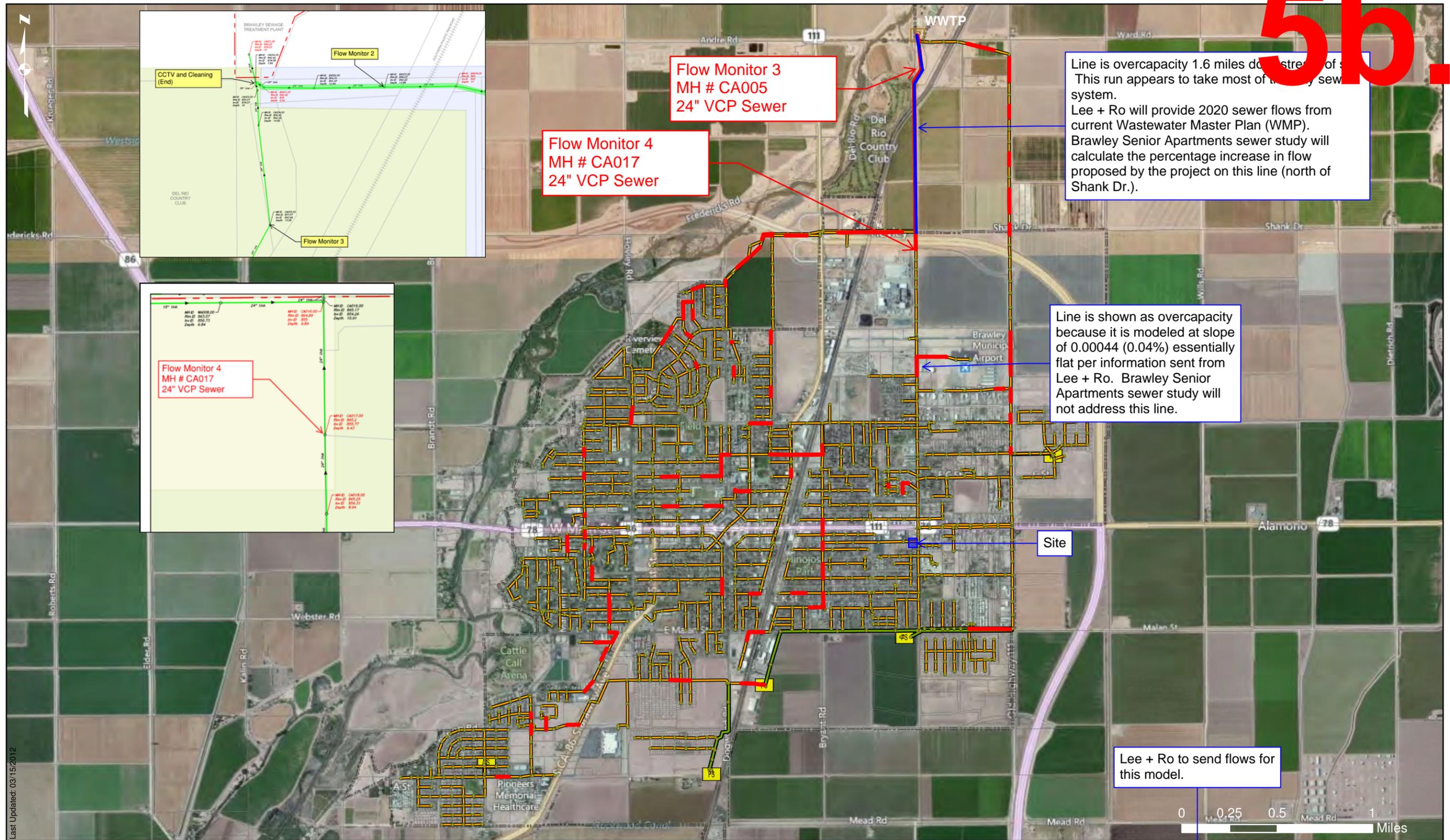
CPR submit via

Email

Mail

Hold upon request

* Check one



Line is overcapacity 1.6 miles downstream of WWTP. This run appears to take most of the capacity of the sewer system. Lee + Ro will provide 2020 sewer flows from current Wastewater Master Plan (WMP). Brawley Senior Apartments sewer study will calculate the percentage increase in flow proposed by the project on this line (north of Shank Dr.).

Flow Monitor 4
MH # CA017
24" VCP Sewer

Flow Monitor 3
MH # CA005
24" VCP Sewer

Line is shown as overcapacity because it is modeled at slope of 0.00044 (0.04%) essentially flat per information sent from Lee + Ro. Brawley Senior Apartments sewer study will not address this line.

Lee + Ro to send flows for this model.

- Legend**
- Pipes with d/D = 1.0
 - Gravity main
 - Force main
 - PS Lift Stations
 - P WWTP
 - Manholes
 - Parcels
 - City Limits



Figure 5-3
Year 2020 Peak Wet Weather Results
Pipe Deficiencies
City of Brawley Integrated Master Plan
April 2013

5b.2

AMENDMENT NO. 1
TO CONTRACT
PROFESSIONAL ENGINEERING SERVICES
For
CCTV AND FLOW MONITORING
FOR
BEST ROAD SEWER REPLACEMENT PROJECT
DATE: APRIL 16, 2024

The Parties to this Amendment No. 1 to the Contract are the City of Brawley (City) and Lee & Ro Inc., (Consultant).

RECITALS

As part of the original Scope of Work, the Consultant is to provide Professional Engineering Services for the CCTV and Flow Monitoring for the Best Road Sewer Replacement Project.

Amendment No. 1 consists of the additional installation of (2) flow monitors on the existing 24-diameter sewer main on Eastern Avenue for 7-day flow monitoring which includes permits, a traffic control truck with a flagger, flow monitor equipment rental, data processing, the report, and confined space entries, with virtual coordination by Lee & Ro.

THE PARTIES AGREE:

- 1.0 The Scope of Works is revised as follows: The Consultant will provide continued professional engineering services for the CCTV, Flow Meter Monitoring, additional installation monitoring, and reports. The sub-consultant Down Stream will install an additional (2) flow monitors and seven-day monitoring with all the necessary equipment and permits to complete the job on Eastern Avenue.
- 2.0 Additional funds for the continued Professional Engineering Services, and installation of the (2) flow meters will be a not to exceed amount of \$39,990.00.
- 3.0 The revised maximum amount of the Agreement, which includes the amount of this Amendment, shall not exceed One Hundred Thirty-Five Thousand Six Hundred Forty-Two (\$135,642.00) Dollars.
- 4.0 All other terms, conditions, and stipulations contained in the original Contract shall remain in effect.

DATED: _____, 2024

CITY OF BRAWLEY

By: _____
Tyler Salcido, City Manager

CONSULTANT:
Lee & Ro, Inc.

ATTESTS:

By: _____
Dhiru Patel, P.E., President

By: _____
Thomas Garcia, Deputy City

City of Brawley

City Council

April 16, 2024

Agenda Item No. 5c



5c

STAFF REPORT

To: City Council
From: Armando Garibay, Information Technology Director
Prepared by: Armando Garibay, Information Technology Director
Subject: Cybersecurity Managed Detection & Response

RECOMMENDATION:

Review and approve awarding up to \$34,207.53 for a one-year Cybersecurity Services Contract to CrowdStrike, Inc. to Manage, Detect and Respond to cyber threats and authorize the City Manager to execute the Agreements.

BACKGROUND INFORMATION:

Cybersecurity threats have forced many organizations to augment their security posture. However, improving cybersecurity defense comes with a few bottlenecks; In-house Expertise, Strategic Product Selection, and Monitoring 24x7x365.

The IT Department recommends advancing the City's cybersecurity efforts by integrating with the CrowdStrike Platform and their cloud-based Managed Detection and Response (MDR) service at \$34,207.53 annually. The MDR service consists of 24x7 monitoring that can neutralize potential threats before potentially compromising the entire network.

Alternatively, the city can opt to purchase similar threat detection and response tools that can be hosted locally in our data center. However, self-hosting will also require appropriate staffing resources to manage, monitor, and respond to incidents with 24/7 availability. Additionally, onboarding an experienced cybersecurity expert comes with a significantly higher cost.

CrowdStrike key features:

- 24x7x365 Monitoring of Network Traffic (all facilities)
- Human Threat Detection & Human Threat Remediation
- Zero Intervention by Brawley IT Staff

FISCAL IMPACT:

If approved, the total anticipated cost of \$34,207.53 (one-year term) would be paid from Account No. 101-181.000-730.200 Technical Services in the FY24-25 Budget

ALTERNATIVES:

Council may elect not to approve the purchase of MDR services and explore recruiting experienced cybersecurity personnel.

ATTACHMENTS:

- 1. Quote: DeepSeas (Carbon Black)
- 2. Quote: Arete (SentinelOne)
- 3. Quote: CDWG (CrowdStrike)
- 4. Quote: GovConnection (CrowdStrike)
- 5. CrowdStrike Data Sheet

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

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Tyler Salcido, City Manager

Silvia Luna, Acting Finance Director

Status – Date of Status

Approved – 4/11/2024

Approved – 4/10/2024



5c.1

Date: 3/29/2024
 Quotation: Q-04641
 City of Brawley

DeepSeas' Managed Detection & Response (MDR) Services

DEEPSEAS Service(s)	Description of Service(s)	Scope Elements	Monthly Recurring Charge	Annual Charge
Protect				
Endpoint MDR	24x7x365 endpoint threat detection, analysis, and response to validated cybersecurity threats.	Endpoint Count: 175 DeepSeas Provided License(s): Carbon Black Cloud Enterprise EDR, Carbon Black Cloud Endpoint Standard	\$1,361.50	\$16,338.00
			Annual Total	\$16,338.00

DeepSeas Log Analytics with Anomaly Detection

DEEPSEAS Service(s)	Description of Service(s)	Scope Elements	Monthly Recurring Charge	Annual Charge
Protect				
Log Analytics & Anomaly Detection	Cloud hosted platform that provides collection, normalization, enrichment, storage, high speed search and reporting.	Total Estimated Events Per Second: 150	\$640.00	\$7,680.00
			Annual Total	\$7,680.00

DeepSeas Managed Firewall

DEEPSEAS Service(s)	Description of Service(s)	Scope Elements	Monthly Recurring Charge	Annual Charge
Protect				
Firewall Management	24x7x365 management and monitoring of firewalls, ensuring consistent configuration, tuning, and updating.	Number of Primary Devices: 5 Number of Failover Devices: 1	\$576.00	\$6,912.00
			Annual Total	\$6,912.00

Annual Total: \$30,930.00

Quote Valid for 30 Days

5c.2

QUOTE

Customer:	City of Brawley
	351 Main Street, Brawley, CA 92227

Prepared for:	Armando Garibay
Phone:	760-351-8805
Email:	agaribay@brawley-ca.gov

Date:	Feb 23,2024
Quote Expires:	Mar 24,2024
Quote ID	20240223-151248

Prepared by:	Gary Espana
Phone:	561-294-3846
Email:	gespana@areteir.com

Arete Managed Detection and Response (MDR) Service includes Arete continuous (24hr by 7day by 365 days) monitoring and response.

Description	Term (Months)	Min Agents	Per Agent per Month Price	Total Price at Minimum Number of Agents
Agent Optimization/Tuning Fee	-	-	-	\$ 500.00(1x)
Arete Managed Detection and Response (MDR) Service. Includes SentinelOne endpoint protection software and Arete monitoring and response service	12	175	\$ 16.00	\$ 33,600.00
Singularity Ranger AD. Cloud-based, real time Active Directory and Azure AD attack surface monitoring and reduction.	12	175	\$ 0.75	\$ 1,575.00

Total Cost at Minimum Number of Agents: \$ 35,675.00

Annual Cost at Minimum Number of Agents: \$ 35,175.00

Monthly Cost at Minimum Number of Agents: \$ 2,931.25

PRICE QUOTATION

This is a Price Quotation, not a Service Agreement. To order an Arete MDR service, simply sign and date this Price Quotation and return it to your Arete Representative. Your Arete Representative will then prepare a Service Agreement and make it available to you for signature.

Arete MDR service is priced and invoiced per SentinelOne Agent, per month, based on the actual number of SentinelOne agents that you have deployed in your infrastructure and monitored by Arete in any given month, down to the Minimum number of SentinelOne Agents ("Min Agents") shown above. Every month, Arete will measure the number of SentinelOne Agents in your infrastructure, calculate your monthly Service Fee by multiplying the "Per Agent per Month Price" shown above by the actual number of SentinelOne Agents in your infrastructure (down to the Minimum number of SentinelOne Agents), and invoice you for that amount.

Signature: _____

Date _____

Name and Title: _____



50c.3

QUOTE CONFIRMATION

ARMANDO GARIBAY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVQF031	4/8/2024	CROWDSTRIKE	2762689	\$40,901.52

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike 12-Month Falcon Complete w Threat Graph Standard on GovCloud Mfg. Part#: CS.FCSSD.GOV.SOLN.12M Electronic distribution - NO MEDIA Contract: MARKET	1	6663515	\$36,362.48	\$36,362.48
CrowdStrike Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1	5400615	\$0.00	\$0.00
CrowdStrike Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1	5400620	\$0.00	\$0.00
CrowdStrike Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN Electronic distribution - NO MEDIA Contract: MARKET	1	5400623	\$0.00	\$0.00
Falcon Complete - subscription license - 1 license Mfg. Part#: CS.FALCOMPSGOV.SVC Electronic distribution - NO MEDIA Contract: MARKET	1	6896200	\$0.00	\$0.00
CrowdStrike Overwatch - Bundled Mfg. Part#: CS.OWB.SVC Electronic distribution - NO MEDIA Contract: MARKET	1	5400629	\$0.00	\$0.00
CrowdStrike Threat Graph Standard on GovCloud Software Subscription Mfg. Part#: CS.TG.SOLN.12M Electronic distribution - NO MEDIA Contract: MARKET	1	5900110	\$43.88	\$43.88

5c.3

QUOTE DETAILS (CONT.)

Mfg. Part#: CS.TG.STD.GOV
Electronic distribution - NO MEDIA
Contract: California AEPA-022G / CalSave (022-G)

[CrowdStrike Falcon Complete CID Management \(Complimentary\) Software](#)

1 6520287 \$131.66 1.66

Mfg. Part#: CS.FALCOMPONBC.SOLN
Electronic distribution - NO MEDIA
Contract: California AEPA-022G / CalSave (022-G)

[University LMS Subscription New Customer Access Pass - web-based training](#)

2 5542627 \$0.00 \$0.00

Mfg. Part#: RR.PSO.ENT.NCAP
Electronic distribution - NO MEDIA
Contract: MARKET

[CrowdStrike Express Support](#)

1 4803952 \$4,363.50 \$4,363.50

Mfg. Part#: RR.HOS.ENT.EXPS
Electronic distribution - NO MEDIA
Contract: California AEPA-022G / CalSave (022-G)

SUBTOTAL	\$40,901.52
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$40,901.52

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BRAWLEY ***ACCOUNTS PAYABLE*** 400 MAIN ST BRAWLEY, CA 92227-2434 Phone: (760) 344-8941 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF BRAWLEY ARMANDO GARIBAY 400 MAIN ST BRAWLEY, CA 92227-2434 Phone: (760) 344-8941 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Brian Clouser | (866) 339-4119 | briaclo@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

5c.3

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Wayne Patton
Phone:
Fax:
Email: wayne.patton@connection.com

0872001
PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING
Date: 3/14/2024
Valid Through: 4/13/2024
Account #:

Customer Contact: Armando Garibay
Phone: (760) 351-8805
Email: agaribay@brawley-ca.gov
Fax:

QUOTE PROVIDED TO: AB#: 14750212 CITY OF BRAWLEY, CA ACCOUNTS PAYABLE 400 MAIN ST BRAWLEY, CA 92227 US (760) 351-3080	SHIP TO: AB#: 14807359 CITY OF BRAWLEY ATTN: ARMANDO GARIBAY 351 MAIN ST BRAWLEY, CA 92227 US (760) 351-3080
--	---

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41635651	CS.FCSSD.GOV.SO LN	Govt. Falcon Complete Threat Graph Standard Gov Cloud up to 299 Endpoints CrowdStrike	CrowdStrike	\$ 30,764.44	\$ 30,764.44
2	1	41116082	CS.INSIGHTB.SOL N	Corp. Insight CrowdStrike	CrowdStrike	\$ -	\$ -
3	1	41116083	CS.PREVENTB.SOL N	Corp. Prevent CrowdStrike	CrowdStrike	\$ -	\$ -
4	1	41116084	CS.DISCB.SOLN	Corp. Discover CrowdStrike	CrowdStrike	\$ -	\$ -
5	1	41635652	CS.FALCOMPSTGOV. SVC	Govt. Falcon Complete Subscription Gov Cloud 299 Endpoints CrowdStrike	CrowdStrike	\$ 0.01	\$ 0.01
6	1	41116086	CS.OWB.SVC	Corp. Overwatch CrowdStrike	CrowdStrike	\$ -	\$ -
7	1	41635653	CS.TG.STD.GOV	Govt. Threat Graph Standard Gov Cloud 299 Endpoints CrowdStrike	CrowdStrike	\$ 0.01	\$ 0.01
8	1	41517871	CS.FALCOMPONBC.SOLN	Corp. Falcon Complete Complimentary CID 1 Year CrowdStrike	CrowdStrike	\$ -	\$ -
9	2	41519045	RR.PSO.ENT.NCAP	Corp. University LMS Subscription New Customer Access Pass CrowdStrike	CrowdStrike	\$ -	\$ -
10	1	41165527	RR.HOS.ENT.EXPS	Corp. Express Support CrowdStrike	CrowdStrike	\$ 3,443.07	\$ 3,443.07
Subtotal						\$	34,207.53
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	34,207.53

ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

Falcon Complete GovCloud

Managed detection and response (MDR) to secure all public sector critical areas of risk and sensitive data

Challenges

Securing U.S. public sector organizations is a monumental task, especially in today's complex threat environment. Adversaries are faster, stealthier and capable of achieving lateral movement in minutes.

With growing attack surfaces and hybrid workforces, it has become more critical than ever for organizations to streamline security operations and protect critical areas of risk in order to maintain a proactive stance against sophisticated and motivated adversaries.

Solution

CrowdStrike Falcon® Complete GovCloud MDR delivers 24/7 expert management, monitoring and response for the CrowdStrike Falcon® platform for the public sector. With comprehensive, specialized threat detection, threat hunting, investigation and full-cycle remediation, public organizations gain a team of elite experts that act as a force multiplier for IT and security teams — ensuring comprehensive protection across key attack surfaces.

CrowdStrike strongly supports the mission of civilian government, the military and the intelligence community to deliver advanced services with protection designated at Impact Level 5 (IL5) Provisional Authorization (PA) by the United States Department of Defense (DoD). The Falcon Complete GovCloud team is tailored for securing the U.S. public sector and authorized to operate by the DoD Cloud Computing Security Requirements Guide (CC SRG) to cover Controlled Unclassified Information (CUI) and National Security Systems (NSS) Data.

The CrowdStrike Falcon® platform is hosted on AWS GovCloud and is Federal Risk and Authorization Management Program (FedRAMP)-authorized, providing government agencies the complete protection and visibility they need to mitigate risk and eliminate threats on federal, state and local levels.



Key benefits

24/7 managed security operations

Prioritized, actionable detections and security insights

Comprehensive threat visibility across the security stack

Advanced protection with proactive threat hunting and native threat intelligence

FedRAMP High and DoD CC SRG IL5 Compliance

5c.5

Key capabilities

Layers of Expertise

The Falcon Complete GovCloud team is composed of seasoned security professionals with experience in incident handling, incident response, forensics, security operations center (SOC) analysis, identity protection and IT administration.

Experts in the CrowdStrike Falcon platform: The Falcon Complete GovCloud team holds CrowdStrike Certified Falcon Responder (CCFR) and CrowdStrike Certified Falcon Administrator (CCFA) certifications.

Experts in incident response: The Falcon Complete team has years of experience in digital forensics and incident response (DFIR).

Experts in threat hunting and threat intelligence: The CrowdStrike® Falcon OverWatch™ threat hunting team and CrowdStrike's AI-driven intelligence built into the Falcon platform deliver integrated insights to strengthen defenses and disrupt attacks before they can turn into breaches.

U.S.-based: The Falcon Complete GovCloud team is 100% U.S.-based.

Detection across endpoints, cloud workloads and identities: Falcon Complete enables frictionless endpoint, cloud workload and identity security, delivering comprehensive protection to outpace the adversary.

Transparent and Secure Collaboration

Message Center: This secure bi-directional communication channel allows for information exchange about emerging incidents as well as ad hoc questions, all directly within the Falcon console. Keeping communications close to the Falcon data provides maximum efficiency, ensuring the full context associated with emerging threats is readily available.

Executive dashboards: Gain at-a-glance visibility into the day-to-day activity that Falcon Complete performs, including trends and actionable insights.

Message analyst: Fast access to CrowdStrike experts is embedded throughout the Falcon console. This helps analysts more quickly understand threats and get fast answers to their cybersecurity questions.

Full-Cycle Remediation

When an intrusion is identified, the Falcon Complete GovCloud team acts quickly and decisively, remotely accessing the affected system using native Falcon capabilities to surgically remove persistence mechanisms, stop active processes, disrupt identity-based threats and clear other latent artifacts.

The Falcon Complete GovCloud team has the ability to restore systems to their pre-intrusion state without the burden and disruption of reimaging systems.

CrowdStrike Compliance and Certification

CrowdStrike can help you meet your compliance and regulatory needs with certifications across:

- Payment Card Industry Data Security Standard (PCI DSS)
- Cybersecurity Maturity Model Certification (CMMC)
- **FedRAMP:** As of September 2018, CrowdStrike Falcon® on GovCloud is recognized as "FedRAMP Authorized" on the FedRAMP Marketplace
- Provisional Authorization to Operate (P-ATO) at Impact Level 4 (IL4) granted in April 2022, through the Defense Information Systems Agency (DISA) Cloud Computing Security Requirements Guidance (CC SRG). CrowdStrike Falcon on GovCloud was granted P-ATO at Impact Level 5 (IL5) in May 2023.



What Falcon Complete customers say

"By analyzing the millions of data points generated by a vast and diverse customer base, often in real time, CrowdStrike is able to provide our team with a comprehensive and clear picture of exactly what is happening across the globe, 24/7. That's an essential ingredient in protecting us from issues long before they become a problem."

Michael Taylor, IT Director, Mercedes-AMG Petronas Formula One Team

"Falcon Complete provides operational efficiencies and augments our in-house security operations with 24/7 coverage, responsiveness and a level of visibility we didn't have before."

Thierry Delaitre, Head of IT Developments, Information Systems and Support, University of Westminster

5c.5

- Defense Information Systems Agency (DISA)
- Criminal Justice Information Services (CJIS)
- Health Insurance Portability and Accountability Act (HIPAA)
- National Institute of Standards and Technology (NIST)
- Federal Financial Institutions Examination Council (FFIEC)
- National Security Agency Cyber Incident Response Assistance (NSA-CIRA), SOC 2[®]
- AV Comparatives testing
- Cloud Security Alliance (CSA) security
- Security Trust Assurance and Risk (STAR) attestation
- Anti-Malware Testing Standards Organization (AMTSO)
- Voluntary Product Accessibility Template (VPAT)
- General Data Protection Regulation (GDPR)
- [And more](#)

CrowdStrike's Breach Prevention Warranty

Rest assured with the most comprehensive Breach Prevention Warranty*

Rest assured with an industry-leading, comprehensive breach prevention warranty. CrowdStrike stands strongly behind its breach protection capabilities — Falcon Complete comes with a Breach Prevention Warranty to cover costs in the event a breach occurs within the protected environment.



	Other Warranties	CrowdStrike
Time to report requirements	24-48 hours	72 hours
Categories covered	Limited	✓
Backed by the largest insurance providers	Varies	✓
Primary coverage	Varies	✓
Policy requirements	Extensive	Minimal

*Learn more in the [Breach Prevention Warranty FAQ](#).

About CrowdStrike

CrowdStrike (Nasdaq: CRWD), a global cybersecurity leader, has redefined modern security with the world's most advanced cloud-native platform for protecting critical areas of enterprise risk — endpoints and cloud workloads, identity and data.

Powered by the CrowdStrike Security Cloud and world-class AI, the CrowdStrike Falcon[®] platform leverages real-time indicators of attack, threat intelligence, evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities.

Purpose-built in the cloud with a single lightweight-agent architecture, the Falcon platform delivers rapid and scalable deployment, superior protection and performance, reduced complexity and immediate time-to-value.



[Schedule A Demo](#) →



5d

Office of
The Mayor
BRAWLEY, CALIFORNIA

To: Governor Gavin Newsom
Office of the Governor
State Capitol
Sacramento, CA 95814

Dear Governor Newsom,

Allow me first to express our sincere gratitude for your recent visit to Lithium Valley. Your attention to our region not only highlights the potential of our renewable resources and minerals, but also shines a light on the broader needs and aspirations of our Northend community. The City of Brawley and the surrounding valley, rich in diversity and spirit, represent much more than the sum of our natural assets. We are a community with deep roots and wide-ranging needs, many of which have been known and unaddressed for decades.

Considering the state's anticipated \$73 billion budget deficit, I write to you with a deep sense of urgency and concern. The challenges of managing government budgets at both local and state levels are profound and complex. Our city is no stranger to the struggle of sustaining, and where possible, growing our services and staff amidst these constraints. However, it has come to our attention, particularly during our recent recognition of April as Autism Awareness Month, that crucial programs for children with special needs, including those with autism, are at risk of being reduced or cut altogether. This news is alarming and prompts significant worry amongst our residents, especially advocates and parents who see these services not just as beneficial, but as essential for their children's development and well-being.

The recent proposal to reduce the School Aid Facility Program by \$500 million raises profound concerns about the future of education in California and Brawley, particularly for our most vulnerable learners. Local school and community leaders recently broke ground on our first new public school in over half a century, but that excitement is also tempered by the knowledge that many of our educational facilities are in dire need of improvement.

Similarly, the proposed delay of \$550 million to the Preschool, TK, and Full-Day Kindergarten Facilities Program strikes a blow to the very foundation of our community's future. For working families across all socioeconomic backgrounds, grappling with the rising costs of living in our state, access to public preschool, TK, and kindergarten

5d

programs is not just beneficial, but vital. These programs are indeed lifelines for parents striving to secure childcare and ensure their children's education amidst financial strain.

Your predecessors, including Governor Jerry Brown, navigated the complexities of budget management under different circumstances. Under Governor Brown's tenure, the state's budget saw substantial growth without a corresponding increase in population. Your administration has similarly faced the challenge of budget expansion, amidst a decreasing state population, growing from \$200 billion to \$330 billion. Such comparisons, while instructive, also underscore the perennial challenge of prioritizing spending in areas that most profoundly impact the lives of Californians.

As we stand at this crossroads, I urge you to reconsider the proposed cuts and delays, particularly those affecting the education and support of our children. The decisions made today will echo through the lives of our youngest residents and shape the future of our state. The City of Brawley, while understanding the broader fiscal challenges, firmly believes that investments in our children's education and well-being are paramount. We advocate for a reevaluation of budgetary priorities, ensuring that the needs of children with special requirements and the foundational educational programs that benefit all children are preserved and protected.

Our children are indeed our future. Let us commit to that future with actions that affirm our belief in their potential and our responsibility to nurture, protect, and educate them. On behalf of the City of Brawley and the many voices within our community, I thank you for your leadership and your consideration of these critical matters.

As we look toward the future with optimism and resolve, I extend a heartfelt invitation to you and your administration to join us at the Cattle Call Rodeo and festivities this fall. It is an opportunity to immerse yourself in the warmth and resilience of small-town living, to experience firsthand the community spirit that defines Brawley, and to reaffirm our shared commitment to the prosperity and wellbeing of all Californians.

Dear Speaker Rivas,

Sincerely,

Ramon Castro, Mayor
City of Brawley

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088