AGENDA
CITY OF EL CENTRO
CITY COUNCIL
TUESDAY, AUGUST 4, 2026

City Hall	Regular Meeting	2:30 PM

CITY HALL
COUNCIL CHAMBERS
1275 MAIN STREET
EL CENTRO, CA 92243

The public may attend in person. Any member of the public attending in person and wishing to make a comment is asked to complete a speaker slip and follow the instructions below regarding "Notice to the Public". 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@cityofelcentro.org or call 760-337-4515 by August 4, 2026.

COUNCIL MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting:
https://us06web.zoom.us/j/4180375132?pwd=Rmo5UjZ1cWdyV1VoWUhSZWp6R0tVZz09&omn=85784643101

Optional dial-in number: (669) 444-9171
Meeting ID: 418 037 5132 Passcode: 5iHJYM

Public comments via Zoom are subject to the same time limits as those in person.

Mayor and Council Members may be reached at (760) 336-8989.

Mayor:	**Michael Crankshaw**	**City Manager: Robert Sawyer**
Mayor Pro-Tem:	**Claudia Camarena**	**City Attorney: Joanna Hoff**
Council Members:	**Sylvia Marroquin**	**City Clerk: Norma Wyles**
	Marty Ellett	
	Sonia Carter	

2:30 PM CLOSED SESSION - CONFERENCE ROOM "A":

ROLL CALL:

CLOSED SESSION PUBLIC COMMENT:
Any member of the public wishing to address the City Council on any matter appearing in the closed session agenda may do so at this time. Unless the Mayor extends the time limit, remarks shall be limited to three (3) minutes. Additional opportunities will be given at the end of this meeting.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION:

CITY COUNCIL CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property:

Properties within El Centro, CA 92243 at the following addresses:
El Centro Regional Medical Center, 1415 Ross Ave.
ECRMC Medical Office Building, 1271 Ross Ave.
El Centro Outpatient Clinic, 385 W. Main St.
1204 Poplar Dr.
1258 Poplar Dr.
1295 Poplar Dr.
1455 Pepper Dr.
1215 Ross Ave.
1225 Ross Ave.
1243 Ross Ave.
1251 Ross Ave.
1271 Ross Ave.
135 South 4th St.

Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)
Negotiating Parties: Imperial Valley Healthcare District (IVHD)
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency Designated Representative: Robert Sawyer
Unrepresented Employees: Battalion Chief (3)
Director of Finance
Director of Community Services
LECC Deputy Director
LECC Intelligence Group Supervisor
LECC Network Administrator III
LECC Finance Manager

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Name of case: Susan Navarro v. El Centro Medical Center Foundation et al.,
Imperial County Superior Court, Case No. ECU004193

NOTICE TO THE PUBLIC

This is a public meeting. If there is an item on the agenda on which you wish to be heard, you are asked to complete a blue speaker slip and submit it to the City Clerk prior to the start of the meeting. **Persons wishing to address the Council are not required to identify themselves (Gov't Code § 54953.3); however, this information assists the Mayor by ensuring that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes.** When the item is announced and your name is called by the Mayor, please step to the podium and state your name for the record. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. If you wish to address the Council concerning any other matter not appearing on the agenda, you may do so during the public comment portion of the agenda. **However, you may not show a visual presentation without review of that material. If you do so, you will be considered out of order.**

* Any information provided on the "Speaker Slip" is voluntary and will be public record

6:00 OPEN SESSION

ALL TIMES ARE APPROXIMATE AND MAY VARY:

CALL TO ORDER:

ROLL CALL BY CITY CLERK:

INVOCATION:

PLEDGE OF ALLEGIANCE:

CITY ATTORNEY REPORT ON CLOSED SESSION:

(TIME MAY VARY) PUBLIC COMMENTS:
The City Council welcomes your input. At this time, members of the public may address the City Council on any matter not listed on the posted agenda. Pursuant to the Brown Act, no action will be taken on any issue brought forth under Public Comments. We ask that you please complete a "Speaker Slip" and submit it to the City Clerk prior to the start of the meeting. Although you are not required to identify yourself (Gov't Code §54953.3); this information on the "Speaker Slip" assists the Mayor that all persons wishing to address the Council are recognized and also assists the City Clerk in preparing the City Council meeting minutes. Unless the Mayor extends the time, there is a three (3) minute time limit for each public presentation. * Any information provided on the "Speaker Slip" is voluntary and will be public record.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

CONSENT AGENDA (ITEMS 1-6):

1. Approval of the City Council meeting minutes for the meeting of July 21, 2026.

2. Approval of the Local Transportation Five Year Expenditure Plan Fiscal Year 2026 to Fiscal Year 2031.

3. Adopt Resolution. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE CANNABIS TAX FUN GRANT PROGRAM.

4. Filing of Planning Commission Resolution No. 26-03, regarding Zoning Variance for a fence at 453 Commercial Avenue.

5. Adopt Resolution No. 26 -   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B028 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

6. Adopt Resolution No. 26-   , APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER AND THE IMPERIAL VALLEY HEALTHCARE DISTRICT.

NEW BUSINESS:

7. Community Sponsorship - Imperial Valley 9/11 Memorial Stair Climb Event

   Presentation: Robert Sawyer, City Manager

   Recommendation:
   Discussion and any necessary action regarding the community sponsorship request from The Imperial Valley 9/11 Stair Climb Committee.

8. Community Sponsorship - MANA de Imperial Valley

   Presentation: Robert Sawyer, City Manager

   Recommendation:
   Discussion and necessary action regarding the community sponsorship request from MANA de Imperial Valley

9. Approval of the Unrepresented Confidential Employees Unit Memorandum of Understanding (MOU).

   Presentation: Dulce Bedolla, Human Resource Director

   Recommendation:
   Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

10. Establishing terms and conditions of employment for the Community Development Director

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

11. Establishing terms and conditions of employment for Director of Public Works

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS.

12. Establishing terms and conditions of employment for the Library Director

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF

EMPLOYMENT FOR THE POSITION OF LIBRARY DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

13. Establishing terms and conditions of employment for the IVLECC Network Administrator III

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Approve Resolution No. 26- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) NETWORK ADMINISTRATOR III

14. Establishing terms and conditions of employment for the IVLECC Finance Manager Resolution

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Approve Resolution No. 26- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) FINANCE MANAGER

15. Establishing terms and conditions of employment for the IVLECC Intelligence Group Supervisor Resolution

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Approve Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) INTELLIGENCE GROUP SUPERVISOR.

16. Establishing terms and conditions of employment for the IVLECC Deputy Director Resolution

    Presentation: Dulce Bedolla, Human Resource Director

    Recommendation:
    Approve Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) DEPUTY DIRECTOR

17. Approval of Special Events Budget for FY 26/27.

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Approval of Special Events Budget for FY 26/27.

18. Authorize Approval of Submittal of A Grant Application for the California Strategic Growth Council Community Resilience Centers Program Implementation Grant

    Presentation: Adriana Nava, Community Services Director

    Recommendation:
    Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS PROGRAM IMPLEMENTATION GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION, GRANT, AND RELATED DOCUMENTS.

19. Discussion and any necessary action regarding the appointment of a voting delegate and alternate(s) for the League of California Cities Annual Conference and Expo - September 23-25, 2026, Anaheim, CA.

    Presentation: Michael Crankshaw, Mayor

    Recommendation:
    Mayor's Recommendation: Appointment of voting delegate and alternate(s) in order to vote at the Annual Business Meeting.

LEGISLATIVE ACTION:

INFORMATIONAL ITEMS:

20. Update Emergency Declaration - WWTP Bar Screen Failure

TASK FORCE /CONFERENCE REPORTS AND MAYOR - COUNCIL MEMBER REPORTS:

CITY MANAGER REPORT:

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet will be available for public inspection at the Office of the City Clerk, 1275 Main Street, El Centro, California 92243, Monday-Friday during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (760) 337-4515. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Item: 1.
Meeting: 8/4/2026 2:30 PM
Department: City Clerk
Category: Action Item
Prepared by: Norma Wyles, City Clerk
Department Head: Norma Wyles
DOC ID: 2026-255

Approval of the City Council meeting minutes for the meeting of July 21, 2026.

CITY MANAGER'S RECOMMENDATION:
Approval of the City Council meeting minutes for July 21, 2026.

FISCAL IMPACT:

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

DISCUSSION:

CONCLUSION:

ATTACHMENTS:
1. 7-21-2026 Regular Meeting CC Minutes

REGULAR MEETING
EL CENTRO CITY COUNCIL
COUNCIL CHAMBERS
1275 MAIN STREET, EL CENTRO, CA
TUESDAY, JULY 21, 2026, 3:30 P.M.

OPEN SESSION

The El Centro City Council met in a regular meeting on Tuesday, July 21, 2026 at 3:35 p.m. in Conference Room A, El Centro City Hall, 1275 W. Main Street, El Centro, California for the purpose of closed session.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff
ABSENT: None

CLOSED SESSION PUBLIC COMMENT

None

CITY COUNCIL CLOSED SESSION

Moved by Crankshaw, second by Carter, to adjourn into closed session for:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property:
Properties within El Centro, CA 92243 at the following addresses:
El Centro Regional Medical Center, 1415 Ross Ave.
ECRMC Medical Office Building, 1274 Ross Ave.
El Centro Outpatient Clinic, 385 W. Main St.
1204 Poplar Dr.
1258 Poplar Dr.
1295 Poplar Dr.
1455 Pepper Dr.
1215 Ross Ave.
1225 Ross Ave.
1243 Ross Ave.
1251 Ross Ave.
1271 Ross Ave.
135 S. 4^{th} St.
Agency Negotiators: Sheppard Mullin (Eric Newsom, Megan Rooney, Christina Nguyen)
Negotiating Parties: Imperial Valley Healthcare District (IVHD)
Under Negotiation: Price and Terms of Payment

PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957
Title: Assistant City Manager

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Attorney

Motion carried.

Closed Session concluded at 5:55 p.m.

City Council recessed to 6:00 p.m.

OPEN SESSION

The El Centro City Council met in a regular meeting on Tuesday, July 21, 2026, at 6:08 p.m. in Council Chambers, El Centro City Hall, 1275 Main Street, El Centro, California.

PRESENT: Council: Carter, Camarena, Crankshaw, Ellett, Marroquin
City Clerk Wyles, City Manager Sawyer, City Attorney Hoff
ABSENT: None

Invocation was given by Council Member Carter and Pledge of Allegiance to the flag of the United States of America was led by Mayor Pro-Tem Camarena.

CITY ATTORNEY REPORT ON CLOSED SESSION

No reportable action.

MOTION TO ADD 911 PRESENTATION

Motion by Marroquin, second by Camarena, to add 911 Presentation to the agenda as item 1a.

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

PUBLIC COMMENT:

Public comment was received by Tony Ramos, Peter Rodriguez, and Jake Tison.

PRESENTATIONS AND ANNOUNCEMENTS BY MAYOR:

1. Small Business Development Center Annual Report by Priscilla Lopez and Alexis Araujo.

1a. 911 Presentation by Matt Garcia.

CONSENT AGENDA (ITEMS 2-8)

2. Approval of Warrant Registers for the Month of June 2026.

3. Approval of Payroll Registers for the month of June 2026.

4. Approval of Treasurer's Report for the month of June 2026.

5. Approval of the City Council meeting minutes for the meetings of July 15, 2026 (Special Meeting) and July 15, 2026 (Regular Meeting).

6. Adoption of **Resolution No. 26-64**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA AUTHORIZING THE APPLICATION FOR BICYCLE AND/OR PEDESTRIAN FUNDS UNDER THE TRANSPORTATION DEVELOPMENT ACT AND APPROVING THE ADOPTION OF ITS BICYCLE AND/OR PEDESTRIAN PLAN FOR FISCAL YEAR 2025-2026.

   Adoption of **Resolution No. 26-65**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA APPROVING THE ARTICLE 8 APPLICATION BUS TRANSFER TERMINAL UNDER THE TRANS

7. Adoption of **Resolution No. 26-66**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2026-2027 FISCAL YEAR IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

8. Adoption of **Resolution No. 26-67**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD TO REPAIR AND ACCOUNTABILITY ACT.

   AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
   NOES: None
   ABSENT: None
   ABSTAINED: None

<u>NEW BUSINESS:</u>

9. Presentation by Dulce Bedolla, Human Resource Director, approval of the General Employees Unit Memorandum.

   Moved by Camarena, second by Ellett, adoption **Resolution No. 26-68**, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EL CENTRO AND GENERAL EMPLOYEES' UNIT FOR JANUARY 1, 2026 THROUGH JUNE 30, 2026, as amended regarding the potential IRS constructive receipt issue 10b

   AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
   NOES: None
   ABSENT: None
   ABSTAINED: None

10. Presentation by Adriana Nava, Community Services Director, award the bid and authorizing a contract for the contract for the Swarthout and Legacy Parks Basketball Courts Project.

   Mayor Pro-Tem Camarena inquired about the contractor's experience with projects of this type. Ms. Nava confirmed that the contractor possesses the necessary qualifications and experience to perform the work. Public Works Director/City Engineer Abraham Campos also affirmed the contractor's experience and stated that the work was being completed properly.

Motion by Marroquin, second by Carter, adoption of **Resolution No. 26-69,** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AWARDING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE SWARTHOUT AND LEGACY PARKS BASKETBALL COURT PROJECT.

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

11. Presentation by Adriana Nava, Community Services Director, provide direction regarding the use of Measure P or the or the General Fund as the funding source for the $555,240 Gomez Park construction contingency and authorize the corresponding budget adjustment.
Approval of Change Order #1 to Three Peaks Construction related to the Gomez Park Project in the amount of $34,279.75.

Mayor Pro-Tem Camarena asked what changes had been made to the project summary. Ms. Nava explained that the amphitheater had been redesigned, eliminating the fixed seating and replacing it with an open green space. The number of picnic tables was reduced from 12 to 10. She also noted that the monument budget had been increased to provide a monument honoring the memory of David Gomez, recognizing his contributions to the community and displaying his image. In addition, artificial turf and a concrete sidewalk were added to the project. These changes resulted in an increase to the overall project cost.

Council Members expressed their agreement with all of the proposed changes. City Manager Sawyer recommended using Measure P as the funding source for the contingency.

Moved by Ellett, second by Carter, provided direction and approved the use of Measure P funds as the funding source for the **$555,240** Gomez Park construction contingency and authorize a change order to Three Peaks Construction related to the Gomez Park Project in the amount of **$343,279.75**.

AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
NOES: None
ABSENT: None
ABSTAINED: None

12. Presentation by Adriana Nava, Director of Community Services, discussion and direction regarding the Permanent Local Housing Allocation (PLHA) Owner-Occupied Housing Improvement Program.

Council members asked questions regarding the PLHA program and the prerequisites required to qualify. Ms. Nava provided the requested information and explained the eligibility requirements for participation in the program.

The City Council provided direction to Ms. Nava regarding the Permanent Local Housing Allocation (PLHA) Program. The Council recommended that the program prioritize eligible applicants, including veterans, and that assistance be provided in the form of a loan bearing the applicable interest rate in effect at the time of transfer.

13. Presentation by Adriana Nava, Community Services Director, provide direction or action regarding the proposed construction of an additional Veterans Memorial Wall and related revisions to the Phase II Project Scope.

    Mayor Crankshaw explained that several veterans had approached him requesting a separate wall with a symmetrical design so that the names displayed would face forward. He stated that he shared the request with Ms. Nava, and the wall design was subsequently revised to incorporate the requested change.

    Motion by Camarena, second by Carter, to approve the change order regarding the construction of the additional Veterans Wall.

    AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
    NOES: None
    ABSENT: None
    ABSTAINED: None

14. Moved by Crankshaw, second by Camarena, appointing **Angel Hernandez, Director of Community Development,** as the City El Centro representative for the Imperial County Data Center Advisory Committee.

    AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
    NOES: None
    ABSENT: None
    ABSTAINED: None

15. Motion by Marroquin, second by Camarena, approving the cancellation of August 18, 2026, City Council meeting.

    AYES: Carter, Camarena, Crankshaw, Ellett, Marroquin
    NOES: None
    ABSENT: None
    ABSTAINED: None

LEGISLATIVE ACTION:
None

INFORMATIONAL ITEMS:

16. Update Emergency Declaration – WWTP Bar Screen Failure

TASK FORCE AND MAYOR & COUNCIL MEMBERS REPORTS
Council Members provided updates on their activities since the last City Council meeting and shared information on upcoming events.

CITY MANAGER REPORT
Reported on recent activities.

ADJOURNMENT
With no further business to come before City Council, the regular meeting adjourned at 8:04 p.m.

____
Norma Wyles, City Clerk

APPROVED BY:

____
Michael Crankshaw, Mayor

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-118)

Item: 2.
Meeting: 8/4/2026 2:30 PM
Department: Public Works
Category: Action Item
Prepared by: Catherine Gutierrez, P.W. Analyst
Department Head:
DOC ID: 2026-118

Approval of the Local Transportation Five Year Expenditure Plan Fiscal Year 2026 to Fiscal Year 2031.

CITY MANAGER'S RECOMMENDATION:
Approve Local Tansportation Authority FY 26-31 five-year expenditure plan as presented.

FISCAL IMPACT:
No fiscal impact to the general fund. This agenda is for LTA funded projects only.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
NA

BACKGROUND:
The Imperial County Local Transportation Authority (LTA) Retail Transaction and use tax provided revenues by a one-half of one cent sales tax increase authorized by voters in 1989 for 20 years and an additional 40 years were approved in 2008. The Imperial County Local Transportation Authority Retail Transactions and Use Tax Ordinance and Expenditure Plan LTA Ordinance No. 1-2008 outline participating agencies roles and eligible expenditures.

The City of El Centro is required to keep a current 5-year expenditure plan under the Local Transportation Authority requirements for planned expenditures. The last 5 year plan was approved by council on October 15, 2024. The fund has been used for city overlay projects as well as to provide required dollar match contributions to awarded federal and state grants such as SB1, STBG, RSTP, CMAQ, ATPL, amongst others over the years.

DISCUSSION:
The City of El Centro is preparing an updated five year expenditure plan to cover FY 2026-2031. City staff plans to use the LTA revenues specified in LTA Ordinance No. 1-2008 for allowable purposes defined under Article XIX, Section 1(a) of the State of California as required by the LTA Ordinance; samples of such allowable expenditures are:

Street overlays, street maintenance, street signal light projects, street lights, street improvements (sidewalk/curb&gutter), street widening, street drainage improvements including storm drains, street striping and street planning and design. Funding is to be used within local streets, roads and highways.

City Staff plans to make LTA revenues available for all city streets and new annexed streets or street extensions consistent with the General Plan. A list of known and proposed projects is shown in the attached 5-year budget spreadsheet. However, additional projects will be added on a case-by-case basis as projects are needed or grants are received which require local funding matches. The account is also leveraged to fund roadway capital projects such as the 2026 Overlay Project currently ongoing.

The LTA projected revenues attached to this report have been revised based on current trends. Attention should be noted to account 205-3204 which is used to fund our street overlays and road maintenance projects to maintain our roadways. The amount as proposed averages at about $2,500,000 per year for FY2026-2031 based on available revenue and decreasing to lower amounts for the next couple of years before available funds rebound. It should also be noted that we are expected to receive an additional $900,000 per year due to SB1 RMRA, bringing the available budget for street maintenance to approximately $3,400,000 per year on average.

CONCLUSION:

Approve Local Tansportation Authority FY 26-31 five-year expenditure plan as presented.

ATTACHMENTS:

1. Article 19 Motor Vehicle Revenues
2. LTA FY 26 to 31

ARTICLE 19 MOTOR VEHICLE REVENUES

SECTION 1. Revenues from taxes imposed by the State on motor vehicle fuels for use in motor vehicles upon public streets and highways, over and above the costs of collection and any refunds authorized by law, shall be used for the following purposes:

(a) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

(b) The research, planning, construction, and improvement of exclusive public mass transit guideways (and their related fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, the administrative costs necessarily incurred in the foregoing purposes, and the maintenance of the structures and the immediate right-of-way for the public mass transit guideways, but excluding the maintenance and operating costs for mass transit power systems and mass transit passenger facilities, vehicles, equipment, and services.

CALIFORNIA CONSTITUTION
ARTICLE 19 MOTOR VEHICLE REVENUES

SEC. 2. Revenues from fees and taxes imposed by the State upon vehicles or their use or operation, over and above the costs of collection and any refunds authorized by law, shall be used for the following purposes:

CITY OF EL CENTRO
LOCAL TRANSPORTATION AUTHORITY 5-YR BUDGET SPREADSHEET (FY 26 TO FY31)
FUND 205

					FY26 2025/2026	FY27 2026/2027	FY28 2027/2028	FY29 2028/2029	FY30 2029/2030	FY31 2030/2031
		Fund Balance July 1 (start of fiscal year)			$8,832,526	$11,000,000	$7,120,831	$7,014,231	$7,920,099	$8,392,416
		LTA Transportation Authority Revenues			$4,300,000	$4,300,000	$4,364,500	$4,429,968	$4,496,417	$4,563,863
		Interest Earning			$260,000	$260,000	$260,000	$260,000	$260,000	$260,000
		Total Available			**$13,392,526**	**$15,560,000**	**$11,745,331**	**$11,704,199**	**$12,676,516**	**$13,216,279**

EXPENDITURES

Supply and Services

Division	Code				FY26	FY27	FY28	FY29	FY30	FY31
3204	610113	PlanetBids and Virtual Proj. Mang.			$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
3204	610113	Professional Fee-o (Traffic Engineering Consultant)			$ 25,000.00	$ 25,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
3204	610113	Streetsaver subscription			$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00
3204	610113	Traffic Signal Maintenance Services (Southwest Signal Contract)			$ 3,900.00	$ 100,000.00	$ 100,000.00	$ 50,000.00	$ 50,000.00	$ 100,000.00
3204	610113	I8/SR86 (Road Shoulder Landscape Services) Quarterly service $4,733*4=$18,932			$ 21,000.00	$ 21,000.00	$ 21,000.00	$ 21,000.00	$ 21,000.00	$ 21,000.00
3204	610113	I8/Dogwood (Road Shoulder Landscape Services) Monthly $1,400*12=$16,800			$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00	$ 18,800.00
3204	610113	I8/Imperial Ave. (Road Shoulder Landscape Services) Monthly $900*12=$10,800			$ 10,800.00	$ 10,800.00	$ 10,800.00	$ 10,800.00	$ 10,800.00	$ 10,800.00
3204	610113	SR 86 Median Maintenance			$ 15,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
3204	610113	Road Shoulder Landscape Services - One time cleanups				$ 30,000.00				
3204	610113	CALTRANS Relinquishment - Assessment			$ -	$ -	$ -	$ -	$ -	$ -
3204	610113	Aztec T.O No. 3 Dogwood Road Alignment - Interstate 8 to Ross Road			$ 4,565.00	$ -	$ -	$ -	$ -	$ -
3204	610113	Psomas Task Order 5 - Danenber Drive Preliminary Study			$ -	$ -	$ -	$ -	$ -	$ -
3204	610113	Lee & Ro Task Order 3			$ -	$ -	$ -	$ -	$ -	$ -
3204	610113	Lee & Ro Task Order 4			$ -	$ -	$ -	$ -	$ -	$ -
3204	610113	S. Imperial Ave.			$ 26,680.00	$ -	$ -	$ -	$ -	$ -
3204	610113	Plank Park Street Light (One-Time Expense)			$ 9,481.15					
3204	610113	IV PRESS								
3204	610113	Precision Concrete Cutting								
3204	610113	Traffic Warrants and speed surveys			$ 13,218.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
3204	610113	Danenberg pavement rehab design			$ 1,230.00					
3204	610113	Misc			$ 6,000.00					
Capital Outlay										
3204	710102	Street Improvements - Misc. (Yearly Overlay and misc. road improv.)- Arch/Engineering			$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
3204	710106	Street Improvements - Misc. (Yearly Overlay and misc. road improv.)			$ 331,000.00	$ 1,500,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 3,000,000.00	$ 3,000,000.00
3204	730102	Truck			$ -	$ -	$ -			$ -
3204	730104	Heavy Equipment			$ 6,279.00					
3204	750043	Bus Shelters			$ -	$ 109,000.00				
3208	710102	La Brucherie Widening (PE Phase)			$ 3,483.25	$ 20,000.00	$ -			
3208	710106	La Brucherie Widening (CON)				$ 400,000.00				
3209	710102	Imperial Avenue Ext. - Phase 1 Modifications			$ -	$ -	$ -			$ -
3209	710106	Imperial Avenue Ext. - Phase 1(CM& other)			$ -	$ -	$ -			$ -
3213	710102	ATPL Cycle V Imperial Ave - Design			$ 63,886.95	$ -	$ -			$ -
3214	710106	Dogwood/Main Intersection Reimbursement			$ -	$ 300,000.00	$ -			$ -
3220	710102	ATP Cycle 6 Design			$ 164,848.00	$ 50,000.00	$ -			$ -
3252	710102	Imperial Avenue Ph 2 & 3 - ENG			$ 38,827.00	$ -	$ -			$ -
3252	710106	Imperial Avenue Ph 2 (CM)			$ -	$ -	$ -			$ -
3266	710102	Colonia Drainage - Design			$ -	$ 100,000.00	$ -			$ -
3266	710106	Colonia Drainage - CON				$ -	$ 300,000.00			$ -
3267	710102	Shovel ready project preparation - Design			$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
3268	710106	Streets Striping Maintenance			$ -	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
3271	710106	Speed Humps			$ -	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	710106	Jacaranda CM Services				$ 100,000.00				
3276	710102	CML-5169(058) Design				$ 4,000.00				
	710102	La Brucherie Alignment Study				$ 50,000.00				
	710102	8th and Aurora Signal (PE)				$ 150,000.00				

FEDERAL OR STATE GRANT MATCH EXPENDITURES - 205 LTA Street Match Accounts

Division	Code		Federal Reimbursable - (GRANTS)- City Fund 401	Minimum Project Cost	Local Grant Matching Fund FY26	Local Grant Matching Fund FY27	Local Grant Matching Fund FY28	Local Grant Matching Fund FY29	Local Grant Matching Fund FY30	Local Grant Matching Fund FY31
~~3272~~	~~710102~~	~~CMAQ Signal Light Synchro 8th St~~	$48,000	$48,053	$ -	$ -	$ -	$ -	$ -	$ -
~~3272~~	~~710106~~	~~CMAQ Signal Light Synchro 8th St~~	$343,000	$ 398,399	$ -	$ -	$ -	$ -	$ -	$ -
3261	710106	LPP Dogwood Partnership	$ 339,000	$ 989,000	$ -	$ -	$ -	$ -	$ -	$ -
	710102	APCD-TAG-Alley Project (Arch/Engin)			$ -	$ -	$ -	$ -	$ -	$ -
	710106	APCD-TAG-Alley Project (Con)			$ -	$ -	$ -	$ -	$ -	$ -
3213	710106	ATPL Imperial Ave (Cycle 5) - CON	$ 882,000.00	$ 2,859,556	$ 1,169,342	$ -	$ -	$ -	$ -	$ -
3276	710102	CMAQ Imperial Ave - Traffic Signal Sync (PE)	$ 85,000.00	$ 96,920.00	$ 3,410	$ 150,000	$ -	$ -	$ -	$ -
3275	710106	Covid STIP - Evan Hewes Highway								
	710106	CMAQ Imperial Ave - Traffic Signal Sync (CON)	$ 570,000.00	$ 758,637.00	$ 188,637	$ -	$ -	$ -	$ -	$ -
3277	710106	SB1LPP - Commercial Ave - Resurfacing (CON)	$ 518,000.00		$ -	$ -	$ -	$ -	$ -	$ -
3223	710106	Imperial Ave etc. Phase III - CON STBGL match	$ 2,193,000.00	$ 3,153,069		$ 960,069				$ -
	710106	STBG N. Imperial Ave. Street Maint.	$ 541,000.00	$ 541,000.00		$ 151,000	$ -	$ -	$ -	$ -
	710104	STBG S. Imperial Ave. Phase IV ROW	$ 520,000.00	$ 520,000.00		$ 70,000.00	$ -	$ -	$ -	$ -
	710106	LPP-Formulaic Gillet Rd	$ 231,000.00	$ 231,000		$ 231,000.00				
	710106	ATP Cycle 6 CON	$ 1,200,000.00	$ 3,214,476.00		$ 2,750,000.00	$ -	$ -	$ -	$ -
	710106	STBG 8th and Aurora Traffic Signal	$ 1,063,000.00	$ 1,201,000			$ 138,000.00			
	710106	La Brucherie Rehabilitation	$ 3,391,000.00	$ 3,850,000			$ 459,000.00			

FINANCING & ADMIN EXPENDITURES

		Admin								
205	820101	Bond Financing			$893,700	$895,000	$900,000	$900,000	$900,000	$900,000

	FY26	FY27	FY28	FY29	FY30	FY31
TOTAL EXPENDITURES	$2,178,887	$7,544,169	$3,831,100	$2,884,100	$3,384,100	$3,434,100
TOTAL FINANCING EXPENDITURES	$ 893,700	$ 895,000	$ 900,000	$ 900,000	$ 900,000	$ 900,000
FUND BALANCE / RESERVE JUNE 30 (END OF FY)	**$10,319,940**	**$7,120,831**	**$7,014,231**	**$7,920,099**	**$8,392,416**	**$8,882,179**

Projected Revenues provided by LTA includes 1.5% growth per year

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-249)

Item: 3.
Meeting: 8/4/2026 2:30 PM
Department: Police
Category: Resolution
Prepared by: James Thompson, Lieutenant
Department Head: James Thompson
DOC ID: 2026-249

Adopt Resolution. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE CANNABIS TAX FUN GRANT PROGRAM.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE CANNABIS TAX FUN GRANT PROGRAM.

FISCAL IMPACT:

$289,875.07 (No Matching Funds)

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Community Health, Safety & Welfare

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

The California Highway Patrol has approved the city's application for funding under the FY2026-2027 Cannabis Tax Fund Grant in the amount of $289,875.07. This grant provides funding for the El Centro Police Department to purchase a fully equipped tow vehicle and DUI trailer, advanced officer training/travel, as well as overtime/personnel cost for DUI saturation patrols and checkpoints.

DISCUSSION:

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide funding to reduce injuries and fatalities resulting from impaired driving collisions, increase public awareness of the dangers associated with driving under the influence of alcohol and drugs, including cannabis, and improve roadway safety throughout California.

The California Highway Patrol (CHP) works collaboratively with state and local law enforcement agencies and other traffic safety partners to address impaired driving. CTFGP funds support training, education, prevention, and enforcement efforts aimed at reducing impaired driving and enhancing public safety on California's roadways.

CONCLUSION:

Adopt Resolution No 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE CANNABIS TAX FUND GRANT PROGRAM.

ATTACHMENTS:

1. FY26-27 CTFGP Intent to Award - El Centro PD
2. Cannabis Resolution
3. FY26-27 CTFGP Grant Agreement - El Centro PD (3)

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 30, 2026

File No.: 060.17344.19741

Lieutenant James Thompson
El Centro Police Department
1150 West Main Street
El Centro, CA 92243

Dear Lieutenant Thompson:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the El Centro Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $289,875.07. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

For/

M. W. HEADRICK, Chief
Enforcement and Planning Division

RESOLUTION 26 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY EL CENTRO, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP)

WHEREAS, the Cannabis Tax Fund Grant Program ("CTFGP") provides funds to aid in the enforcement of traffic laws related to driving under the influence of alcohol and other drugs; and

WHEREAS, the CTFGP provides funding for law enforcement agencies to purchase one vehicle and one trailer utilized to help mitigate alcohol and drug-impaired driving; and

WHEREAS, the CTFGP provides funding for law enforcement agencies to implement projects and programs to educate local communities on impaired driving laws, while highlighting the dangers of driving under the influence of alcohol and/or drugs; and

WHEREAS, the El Centro Police Department submitted a grant application and is conditionally approved to receive funding in the amount of two-hundred eighty-nine thousand, eight hundred seventy-five dollars, and seven cents ($289,875.07); and

WHEREAS, the City Council of the City of El Centro ("City Council") desires to authorize its receipt of this grant funding from the CTFGP for the El Centro Police Department.

Now, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing recitals are true, correct, and incorporated fully herein as findings.
2. The City Council hereby authorizes the City to receive the CTFGP grant funds of two-hundred eighty-nine thousand, eight hundred seventy-five dollars, and seven cents ($289,875.07) for the El Centro Police Department.
3. The City Manager and Police Chief are each authorized to execute, on behalf of the City, the Grant Agreement for the CTFGP grant funding, a copy of which will be on file in the City Clerk's Office.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the   day of   2026.

CITY OF EL CENTRO

By: ___________________________
Michael Crankshaw, Mayor

ATTEST:

BY: ___________________________
Norma Wyles, City Clerk

07/2026/cdz/A26-0144/Reso/CannabisTaxFundGrant

APPROVED AS TO FORM:
Office of the City Attorney

By:______________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL)
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the forgoing Resolution No. 26 - was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By: _________________________
Norma Wyles, City Clerk

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

Award Number
30805

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement - El Centro Police Department

2. NAME OF ORGANIZATION/AGENCY
El Centro Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
El Centro Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $289,875.07

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Kelly Brown
Title: Chief of Police
Phone: (760) 791-4415

Address: 1150 West Main Street
El Centro, CA 92243

E-Mail: kbrown@ecpd.org

_________________________ _______________
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_________________________ _______________
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_________________________ _______________
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Elizabeth Fuchen
Title: Finance Director
Phone: (760) 791-4415

Address: 1275 West Main Street
El Centro, CA 92243

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:

      i. The dangers of drug abuse in the workplace.

      ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

      iii. Any available counseling, rehabilitation, and employee assistance programs.

      iv. Penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the Project will:

      i. Receive a copy of the company's drug-free workplace policy statement.

      ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

   a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

   a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

   b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

   c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

   d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor’s office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

El Centro Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The El Centro Police Department (ECPD) has experienced an increase in impaired driving incidents, including DUI and DUID offenses, resulting from a combination of factors within the City of El Centro. These factors include the presence of multiple marijuana dispensaries, the continued growth of nightlife activity, and an increasing number of bars, card rooms, and other alcohol-serving establishments. Additionally, large-scale county events and recreational tourism bring a consistent influx of visitors, further elevating the risk of impaired driving involving both alcohol and drugs.

If funded, ECPD will implement a coordinated enforcement, training, and education strategy designed to reduce DUI/DUID incidents and improve roadway safety. Enforcement efforts will include four (4) DUI/DUID sobriety checkpoints and eight (8) DUI/DUID saturation patrols focused on high-risk areas, peak nightlife hours, and special event periods. To support these operations, ECPD officers will utilize advanced training in impaired driving, detection, and enforcement, including Standardized Field Sobriety Tests, Advanced Roadside Impaired Driving Enforcement, and Drug Recognition Expert certification.

ECPD will also conduct a comprehensive public education and awareness campaign addressing the dangers of impaired driving. Educational outreach will be delivered by trained ECPD officers in schools and throughout the community, emphasizing the risks associated with drugs, including marijuana, and alcohol use. Through combined enforcement, training, and education efforts, ECPD aims to reduce impaired driving incidents and enhance the overall safety and quality of life in the City of El Centro.

Problem Statement

Fatal and injury collisions, distracted driving, and driving under the influence of drugs and alcohol continue to pose serious public safety concerns for the residents of the City of El Centro. These issues have heightened awareness within the community, and the El Centro Police Department (ECPD) remains committed to addressing these challenges through proactive, data-driven strategies to protect lives and improve roadway safety. In the past year alone, total DUI and DUID arrests within ECPD's jurisdiction have increased by ten percent, demonstrating a measurable escalation in impaired driving activity, reinforcing the need for expanded enforcement and prevention efforts.

If awarded funding from the Cannabis Tax Fund Grant Program (CTFGP), ECPD will implement a comprehensive smart policing strategy that takes a collaborative, multifaceted approach to reducing impaired driving. This strategy will leverage existing ECPD resources, including patrol officers, school resource officers, detectives, and task force officers, who will incorporate partnerships with allied law enforcement agencies throughout Imperial County.

ECPD's approach will focus on three primary elements: directed patrol strategies targeting under-the-influence driving; educational outreach to at-risk populations; and the implementation of comprehensive, systematic DUI/DUID checkpoints. These combined efforts are intended to deter impaired driving behavior, remove impaired drivers from the roadway, and promote long-term changes in community attitudes regarding substance use and traffic safety.

To effectively support DUI/DUID checkpoints and impaired-driving enforcement operations, ECPD requires reliable, modern mobile infrastructure capable of meeting increased operational demands. ECPD currently relies on a DUI trailer purchased in 2011 that was designed for lower enforcement volume and smaller-scale operations. Since that time, enforcement activity has grown, operational staffing at checkpoints has increased, and equipment requirements have expanded. The department has effectively outgrown the trailer's capacity, limiting workspace, storage, and safe processing areas during checkpoints. Additionally, the harsh desert climate of Imperial County, characterized by extreme heat, dust, and prolonged sun exposure, has accelerated wear and deterioration of the trailer's structural and mechanical components, reduced reliability, and increased maintenance needs during critical enforcement periods.

Schedule A

Through CTFGP funding, ECPD is requesting a modern fifth-wheel Traffic Safety Operations Trailer and a medium-duty truck designed specifically to tow and support this equipment safely and consistently. This new Impaired Driving Enforcement Unit (IDEU) will provide expanded interior space for operational coordination, support for sobriety testing, evidentiary processing, officer briefings, and secure equipment storage. Its increased capacity will allow ECPD to conduct larger, more efficient checkpoints while improving officer workflow, evidence integrity, and overall safety. The fifth-wheel configuration will provide enhanced towing stability and weight distribution, particularly during extended deployments and high-traffic enforcement details.

Beyond enforcement, the Traffic Safety Operations Trailer will serve as a highly visible, mobile public safety platform. Prominently branded to advertise the Cannabis Tax Fund Grant Program, it will be deployed to schools, community events, and public safety presentations to educate residents about the dangers of DUI and DUID, reinforce prevention messaging, and promote responsible decision-making. The expanded design will allow for improved community engagement, structured presentations, and coordinated outreach efforts that were not feasible within the constraints of the existing trailer.

In addition, the new trailer will serve as a support vehicle during serious injury and fatal traffic collisions involving DUI or DUID. It will provide a centralized, controlled location for scene coordination, documentation, officer briefings, and extended investigative support, enhancing efficiency during complex, emotionally charged incidents and improving officer and public safety.

The 10 percent increase in DUI/DUID arrests demonstrates that impaired driving remains a growing threat in the City of El Centro. Despite ongoing patrol initiatives, these trends require enhanced enforcement capability and specialized training. Through CTFGP funding, ECPD will expand officer training opportunities in Advanced Roadside Impaired Driving Enforcement (ARIDE). Officers with this specialized training will be deployed during CTFGP-funded operations and general overtime details to more effectively identify and arrest drivers impaired by drugs and alcohol.

In addition to enforcement, ECPD will prioritize education and prevention efforts aimed at at-risk populations. Drug-impaired driving disproportionately affects vulnerable communities, and early intervention remains critical to reducing long-term harm. ECPD serves an underrepresented minority community with unique socioeconomic challenges, and CTFGP funding will allow the department to expand educational campaigns delivered by patrol staff and school resource officers to inform youth and community members about the dangers of substance use and impaired driving.

These education and enforcement efforts will be closely tracked to measure grant-funded activity levels, community engagement, and changes in impaired driving trends. By combining targeted enforcement, comprehensive training, expanded operational capacity, and modernized mobile infrastructure, ECPD seeks to reduce DUI/DUID incidents, enhance public trust, and improve overall traffic safety throughout the City of El Centro, all while promoting our CTFGP partnership.

<u>Performance Measures/Scope of Work (Proposed Solution)</u>

First Quarter July 1st through September 30th

- 4 DUI saturation patrols
- 1 DUI checkpoint
- 1 Community outreach events and school presentations related to DUI/DUID

Second Quarter October 1st through December 31st

- 4 DUI saturation patrols
- 1 DUI checkpoint
- 1 Community outreach events and school presentations related to DUI/DUID
- 1 Officer Attend Advance Roadside Impaired Driver Enforcement Training
- Purchase one Impaired Driving Enforcement Unit (IDEU). This consists of a clearly marked 5th-wheel trailer to be used for DUI checkpoints, educational presentations, and DUI-related investigations.
- Purchase one tow vehicle for the Impaired Driving Enforcement Unit (IDEU)

Schedule A

Third Quarter January 1 through March 31

- 4 DUI saturation patrols
- 1 DUI checkpoint
- 1 Community outreach events and school presentations related to DUI/DUID
- 1 Officer Attend Advance Roadside Impaired Driver Enforcement Training

Fourth Quarter April 1st through June 30th

- 4 DUI saturation patrols
- 1 DUI checkpoint
- 1 Community outreach events and school presentations related to DUI/DUID

Project Performance Evaluation

The goal of the El Centro Police Department's (ECPD) Cannabis Tax Fund Grant Program (CTFGP) is to reduce impaired driving incidents, increase public awareness, and enhance overall roadway safety through coordinated enforcement, education, training, and improved operational capacity. Program performance will be evaluated using a combination of quantitative and qualitative measures to assess both activity levels and measurable impact.

Quantitatively, ECPD will track DUI and DUID arrests, impaired driving-related collisions, and citation data throughout the grant cycle. These figures will be compared to prior-year data, including the documented 10 percent increase in DUI/DUID arrests, to evaluate whether grant-funded efforts contribute to stabilization or reduction trends. ECPD will also track the number of DUI saturation patrols, checkpoints conducted, arrests made during grant-funded operations, and enforcement hours dedicated to CTFGP activities.

In addition, ECPD will monitor training outcomes by tracking the number of officers who complete ARIDE and DRE certifications and evaluating how frequently trained officers are deployed during impaired driving enforcement details. The utilization of the Impaired Driving Enforcement Unit (IDEU) will also be documented, including the number of checkpoint deployments, community outreach events, and DUI-related investigative responses supported by the unit.

Qualitatively, ECPD will gather feedback from community members during school presentations, outreach events, and public safety engagements where the Impaired Driving Enforcement Unit (IDEU) is deployed. Community engagement metrics will include the number of educational events conducted, estimated audience reach, and public interaction levels. Public awareness efforts will be reinforced through press releases, social media messaging, and community meetings to highlight enforcement initiatives, prevention messaging, and grant-supported activities.

All enforcement activity, outreach efforts, training attendance, and IDEU deployments will be compiled for quarterly reporting to ensure compliance with grant requirements and to evaluate progress toward program goals. By combining statistical trend analysis, operational metrics, and community engagement feedback, ECPD will maintain a transparent, data-driven evaluation process to measure effectiveness, identify areas for improvement, and demonstrate the positive impact of CTFGP funding on community safety.

Program Sustainability

The El Centro Police Department (ECPD) recognizes the importance of sustaining impaired driving enforcement beyond the life of grant funding. While the Cannabis Tax Fund Grant Program (CTFGP) supports expanded enforcement, training, and equipment, ECPD's goal is to integrate key components into standard operations.

The purchase of the Impaired Driving Enforcement Unit (IDEU) and its tow vehicle is a one-time capital investment that reduces future reliance on grant funding for checkpoint infrastructure. Once acquired, the IDEU will remain in service for years, supporting DUI/DUID checkpoints, community education, and collision response without recurring capital costs.

Training funded through this grant, including ARIDE certifications, provides lasting value. Certified officers retain their expertise, ensuring continued impaired driving detection even during years with limited training funds.

While grant funding may support enhanced enforcement periods, core checkpoint operations and educational outreach will be incorporated into regular patrol staffing and community engagement. If funding is reduced or unavailable, ECPD will maintain baseline enforcement by reallocating patrol resources during high-risk periods and integrating DUI/DUID education into existing school resource and community policing initiatives. Although enforcement frequency may decrease, operations will continue consistent with available city funding.

ECPD remains committed to sustaining impaired driving prevention through trained personnel, durable equipment, and strategic resource allocation.

Administrative Support

The El Centro Police Department (ECPD) possesses the administrative structure, grant management experience, personnel expertise, and physical resources necessary to successfully implement the proposed Cannabis Tax Fund Grant Program (CTFGP) project. ECPD has extensive experience administering state and federal grants, including traffic enforcement and border security programs, and has consistently met fiscal, reporting, and compliance requirements.

Grant oversight will be managed through ECPD’s command staff in coordination with the department’s designated grant coordinator and the City’s Finance Department. This structure ensures appropriate supervision of enforcement activities, training coordination, procurement processes, and quarterly reporting. All grant-funded expenditures will be processed in accordance with City purchasing policies and tracked through the City’s financial management system to ensure accountability, transparency, and timely reimbursement.

ECPD personnel assigned to this project include experienced patrol officers, school resource officers, and supervisors who have previously participated in DUI/DUID enforcement operations, checkpoint management, and traffic safety initiatives. The department has certified Drug Recognition Experts (DREs) and ARIDE-trained officers who will support enforcement operations and mentor newly trained personnel during the grant cycle.

In preparation for the acquisition of the Impaired Driving Enforcement Unit (IDEU) and tow vehicle, ECPD has coordinated with the City’s fleet management personnel to ensure proper specification review, equipment compatibility, and long-term maintenance planning. The department maintains adequate storage facilities and secure parking areas to house the IDEU when not in use, ensuring its protection and readiness for deployment. ECPD also maintains established relationships with authorized vehicle vendors and equipment upfitters to facilitate timely procurement and outfitting in compliance with municipal purchasing requirements.

Operationally, ECPD has the staffing capacity and supervisory experience to conduct the proposed DUI saturation patrols, checkpoints, and educational outreach events. The department routinely conducts targeted traffic enforcement and multi-agency operations, demonstrating its organizational capability to manage scheduling, deployment, and reporting requirements for grant-funded activities.

ECPD is fully prepared to implement this project immediately upon award, with established administrative processes, experienced personnel, and the physical infrastructure necessary to ensure efficient execution of all enforcement, training, and education components of the CTFGP program.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30805	El Centro Police Department	$289,875.07

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	ARIDE Training - Attend	$2,006.08
	Education/Outreach	$4,298.72
	DUI Checkpoint	$22,586.88
	DUI Saturation Patrol	$17,194.88
Category Sub-Total		**$46,086.56**
Travel		
	ARIDE Training - Attend Travel	$2,072.00
Category Sub-Total		**$2,072.00**
Equipment		
	DUI Patrol Vehicle	$91,716.51
	DUI Trailer	$150,000.00
Category Sub-Total		**$241,716.51**

Grant Total	**$289,875.07**

Schedule B-1
Budget Narrative

El Centro Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Saturation Patrol
$17,194.88
8 DUI Saturation patrols, 2 per quarter. 1 Sergeant and 3 Officers. Each saturation patrol will last 8 hours. Sergeant OT $80.60 per hour. Officer OT $62.69 per hour. Sergeant = 8 hours X $80.60 X 1 X 8 Details =$5,158.40. Officer = 8 hours X $62.69 X 3 Officers X 8 Details = $12,036.48. For a total of $17,194.88.

DUI Checkpoint
$22,586.88
4 DUI Checkpoints, 1 per quarter. 2 Sergeants, 8 Officers, and 1 dispatcher. Each checkpoint will last 8 hours. Sergeant OT $80.60 per hour. Officer OT $62.69 per hour, Dispatcher $43.12 per hour. Sergeant 8 hours X $80.60 X 2 Sergeants X 4 Details = $5,158.40. Officer 8 hours X $62.69 X 8 Officers X 4 Details = $16,048.64. Dispatcher 8 hours X $43.12 X 1 Dispatcher X 4 Details = $1,379.84. For a total of $22,586.88.

Education/Outreach
$4,298.72
4 community engagement outreach events, 1 per quarter. 1 Sergeant and 3 Officers. Each presentation will last 4 hours. Sergeant OT $80.60 per hour. Officer OT $62.69 per hour. Sergeant = 4 hours X $80.55 X 1 Sergeant X 4 Details =$1,289.60 Officer = 4 hours X $62.69 X 3 Officers X 4 Details = $3,009.12. The sergeant will provide on-site supervision and coordination to ensure outreach efforts are conducted effectively and align with grant objectives.

ARIDE Training - Attend
$2,006.08
Officer OT. $62.69 X 16 hours X 2 officers = $2,006.08. For a total of $2,006.08.

Travel

ARIDE Training - Attend Travel
$2,072.00
Advanced Roadside Impaired Driver Enforcement Training 16 hours-
Per Diem 2 Day training @ $68.00 = $136.00;
Lodging @ $191.00 per day for 2 days= $382.00 X 2 officers Total= $2,072.00

Equipment

DUI Trailer
$150,000.00
DUI TRAILER $150,000 (INCLUDES OUTFITTING)
The El Centro Police Department is requesting the purchase of one (1) Impaired Driving Enforcement Unit (IDEU), consisting of a custom-built, 38-foot enclosed trailer designed to support DUI/DUID enforcement operations. The unit will be utilized primarily during DUI Checkpoints and to provide secure transport and organized storage of essential equipment, including traffic control devices, signage, lighting, and educational materials. The trailer will also include department and Cannabis Tax Fund Grant Program signage and decals to ensure proper identification and increase visibility during enforcement and outreach activities.

Schedule B-1
Budget Narrative

El Centro Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

DUI Patrol Vehicle
$91,716.51
Tow Vehicle to pull DUI Trailer = $66,814.51 + outfitting $24,902.00
2026 Ford F250 Super Duty Truck with appropriate tow package

Enforcement unit outfitting- Light bar, harness, adapters, mounts, and associated unit lighting. Front and Rear partitions, connectors, and universal mounts. Police console and outfit. Decals, graphics, and associated equipment total = $24, 900.20
* NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-250)

Item: 4.
Meeting: 8/4/2026 2:30 PM
Department: Community Development
Category: Action Item
Prepared by: Andrea Montano, Associate Planner
Department Head: Angel Hernandez
DOC ID: 2026-250

Filing of Planning Commission Resolution No. 26-03, regarding Zoning Variance for a fence at 453 Commercial Avenue.

CITY MANAGER'S RECOMMENDATION:
Receive and file Planning Commission Resolution No. 26-03, approving Zoning Variance 26-01 and associated findings.

FISCAL IMPACT:
None.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
None.

BACKGROUND:
Manjit Toor, on behalf of Imperial Valley Khalsa Diwan, submitted a variance request to construct a six (6)-foot-tall masonry wall with wrought iron fencing within the required twenty (20)-foot front yard setback along Commercial Avenue.

Under Municipal Code Section 29-312, variance requests must be formally submitted to the Planning and Zoning Division and reviewed by the Planning Commission following a public hearing. The Commission must find that there are special circumstances applicable to the property, the variance granted will not be a special privilege, the variance will not be detrimental to public welfare and that the variance is consistent with the General Plan. The Commission's decision is then filed with the City Council, which may affirm, modify, or set the matter for its own public hearing before the decision becomes final.

DISCUSSION:
On July 14, 2026, the Planning Commission reviewed a variance request to construct a six (6) foot-tall fence within the required twenty (20) foot front yard setback. After receiving comments from staff, the applicant, and the public, the Commission adopted findings in support of granting the variance.

CONCLUSION:
Receive and file Planning Commission Resolution No. 26-03, approving Zoning Variance 26-01 and associated findings.

ATTACHMENTS:
1. 07212026_PLANNING COMMISSION RESOLUTION NO. 26-03 FOR ZONING VAR

PLANNING COMMISSION RESOLUTION NO. 26-03
FOR ZONING VARIANCE NO. 26-01

WHEREAS, the applicant has requested a variance to allow the height of a fence in the required front yard to be six feet in height rather than four feet in height at 453 Commercial Avenue; and

WHEREAS, the request would replace an existing six foot chain link fence with one foot of barbed wire that has been in place since 1947; and

WHEREAS, the approval of Zoning Variance 26-01 is a project pursuant to the California Environmental Quality Act and qualifies for an exemption pursuant to Section of 15301 of CEQA Guidelines related to existing facilities; and

WHEREAS, a public hearing was held on the petition for Zoning Variance No. 26-01 at a regular Planning Commission meeting held on July 14, 2026 in the City Council Chambers at 1275 W. Main Street, El Centro, California; and

WHEREAS, the public hearing was advertised according to law: a legal notice was published on June 3, 2026 in the Imperial Valley Press, a local paper of general circulation, indicating the date and time of the public hearing in compliance with City ordinance concerning Zoning Variance 26-01, and said notice was mailed to each property owner within a 300-foot radius of the project site in accordance with City ordinance; and

WHEREAS, the staff provided a presentation and answered questions; and

WHEREAS, the applicant was present and heard; and

WHEREAS, Staff conducted necessary research and analysis in accordance with Section 29-312 of the Zoning Ordinance and after presentations at the meeting and discussions, the Planning Commission determined that the required findings to support the variance could be made; and

WHEREAS, the property does contain special or physical characteristics that prevent compliance with the zoning regulations; and

WHEREAS, approval of the variance would not grant any special privilege not enjoyed by other properties in the same zoning district because there are other properties in the area with fences similar to that requested by the applicant; and

WHEREAS, granting of the variance will be not detrimental to the public health, safety, convenience or welfare or injurious to property and improvements in the same vicinity and zone in which subject property is situated; and

WHEREAS, granting of such variance will not adversely affect the general plan for the city; and

WHEREAS, the Planning Commission therefore directs that their decision to approve Zoning Variance 26-01 and associated findings be filed with the City Council at the next available City Council meeting.

NOW, THEREFORE, be it resolved that the Planning Commission approves Zoning Variance No. 26-01.

PASSED AND ADOPTED on July 14, 2026 by the following vote:

ROLL CALL Ayes: Bertussi, Lopez, Alvarez, Popejoy, Perez
Noes:
Absent: Chan, Muñoz
Abstaining:

CITY OF EL CENTRO
PLANNING COMMISSION

By_______________
Ashley Bertussi, Chairperson

ATTEST:

By Angel Hernandez
Angel Hernandez, AICP
Secretary-Director

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-245)

Item: 5.
Meeting: 8/4/2026 2:30 PM
Department: Public Works
Category: Action Item
Prepared by: Luis Alonzo, Assistant Engineer
Department Head: Abraham Campos
DOC ID: 2026-245

Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B028 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B028 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

FISCAL IMPACT:
No Impact to the General Fund

State-Only (ATP)	Local Match (LTA Measure D)	Total
$1,200,00.00	$2,014,500.00	$3,214,500.00

Budget includes a 10% Contingency, funded by both State ATP Funds and Local LTA Measure D Funds.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
Engineering staff applied for the Active Transportation Program (ATP) State Funding and the City was granted $1,200,000.00 in ATP funding towards pedestrian improvements at various locations in El Centro.

DISCUSSION:
The City of El Centro received allocation of the $1,200,000 of ATP Active Transportation Program funding for pedestrian improvements at various locations in El Centro on Main St from Solano Ave to 14th St; 12th St from Ross Ave to Wensley Ave; Holt Ave/Orange Ave from Fairfield Dr to 2nd St, and 2nd St from Orange Ave to State St. .

Improvements will include the Installation of traffic control devices, sidewalks, curb ramps and curb extensions.

A Program Supplement Agreement is necessary to proceed with submitting reimbursement invoices to obtain the grant funding. The attached program supplement agreement was sent by Caltrans and is typical with every Caltrans State and Federal project and is accordance with Article I of the Master Agreement between the California Department of Transportation and the City of El Centro.

Following the execution of the Program Supplement Agreement between the City and Caltrans, staff will submit plans and specs to Council in a future Council meeting for approval to begin the project's bidding phase.

CONCLUSION:

Adopt Resolution No. 26 - , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B028 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION.

ATTACHMENTS:

1. Reso 26 -
2. Exhibit A - Program Supplement Agreement

RESOLUTION NO. 26 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENT NO. 00000B028 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 11-5169S21 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Administering Agency-State Agreement for State Funded Projects, No. 11-5169S21 (the "Agreement") between the City of El Centro, California (the "City"), and the California Department of Transportation ("CalTrans") covers the general requirements of all state funded projects for the implementation of projects and the maintenance of the completed facilities; and

WHEREAS, the City has been awarded $1,200,000.00 for the 2026 ATP Cycle 6 Improvements Project (the "Project"); and

WHEREAS, in order to receive this additional funding, it is necessary for the City Council of the City of El Centro, California (the "City Council") to approve Program Supplement Agreement No. 00000B028 to the Master Agreement (the "Supplement Agreement") for the 2026 ATP Cycle 6 Improvements Project (the "Project"); and

WHEREAS, the City Council has determined the Supplement Agreement will be in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. The City Council of the City of El Centro, California, hereby approves the Supplement Agreement with CalTrans for additional funding for the Project.

3. The City Manager is hereby authorized to sign the Supplement Agreement, a copy of which is on file in the office of the City Clerk, on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026.

CITY OF EL CENTRO

By ________________________

Michael Crankshaw, Mayor

ATTEST:

By ______________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By ______________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26 - was duly and regularly adopted a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By ________________________________

Norma Wyles, City Clerk

07/2026/cdz/A26-0134/Reso/SuppAgrmtATPCycle6CalTrans

Exhibit A

PROGRAM SUPPLEMENT NO. 00000B028 **to** **ADMINISTERING AGENCY-STATE AGREEMENT** **FOR STATE FUNDED PROJECTS NO** 11-5169S21	**Adv. Project ID** 1126000132	**Date:** **Location:** **Project Number:** **E.A. Number:** **Locode:**	June 03, 2026 11-IMP-0-ECN ATPSB1L-5169(065) 5169

This Program Supplement, effective 05/15/2026, hereby adopts and incorporates into the Administering Agency-State Agreement No. 11-5169S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/25/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: On Main St from Solano Ave to 14th St; 12th St from Ross Ave to Wensley Ave; Holt Ave/Orange Ave from Fairfield Dr to 2nd St, and 2nd St from Orange Ave to State St.

TYPE OF WORK: Installation of traffic control devices, sidewalks, curb ramps and curb extensions **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$1,200,000.00	LOCAL		OTHER
$3,214,500.00			$2,014,500.00		$0.00

CITY OF EL CENTRO

By

Title

Date

Attest

STATE OF CALIFORNIA
Department of Transportation

By

Chief, Office of Project Management Oversight
Division of Local Assistance

Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Kam Wong **Date** 6/3/2026 $1,200,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-269)

Item: 6.
Meeting: 8/4/2026 2:30 PM
Department: City Clerk
Category: Resolution
Prepared by: Norma Wyles, City Clerk
Department Head:
DOC ID: 2026-269

Adopt Resolution No. 26- , APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER AND THE IMPERIAL VALLEY HEALTHCARE DISTRICT.

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER AND THE IMPERIAL VALLEY HEALTHCARE DISTRICT.

FISCAL IMPACT:
There is no anticipated impact to the City's General Fund. All financial terms and conditions of the Asset Transfer Agreement remain the same and not amended by the First Amendment.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
On or about October 8, 2023, the Governor signed Assembly Bill 918 into law as urgency legislation, and it went into effect, forming the Imperial Valley Healthcare District (IVHD). Assembly Bill 918 added Sections 32499.5 through 32499.95 of the Health and Safety Code. Upon formation, IVHD began to carry out its statutory duties. Among those duties, IVHD was to enter into negotiations with the City of El Centro (City) and El Centro Regional Medical Center (ECRMC) for the acquisition of the hospital. On August 1, 2025, the Asset Transfer Agreement by and among City of El Centro, El Centro Regional Medical Center, and Imperial Valley Healthcare District was executed. The Asset Transfer Agreement provides the terms and conditions for the transfer of the hospital to IVHD.

DISCUSSION:
In accordance with the Asset Transfer Agreement (ATA), the parties have been negotiating with the majority bondholder, Preston Hollow Community Capital, for approval to transfer the 2018 bonds from ECRMC to IVHD. The negotiations have taken longer than expected, but the parties recently reached agreement for Preston Hollow to approve the transfer of the bonds. Although recently reaching agreement, the ATA allows any party to terminate the ATA as of August 1, 2026. An extension of the August 1, 2026, deadline to October 31, 2026, is proposed to allow sufficient time for the parties to the ATA to complete numerous items still required to complete the transfer of the hospital. A proposed First Amendment to

Asset Transfer Agreement has been prepared for the extension which is attached as Exhibit A to the proposed resolution.

CONCLUSION:

Adopt Resolution No. 26-   , APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER AND THE IMPERIAL VALLEY HEALTHCARE DISTRICT.

ATTACHMENTS:

1. Reso Approving First Amendment to Asset Transfer Agreement
2. Project 918 - First Amendment to Asset Transfer Agreement for Oct. 31, 2026 Extension

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF EL CENTRO, EL CENTRO REGIONAL MEDICAL CENTER AND THE IMPERIAL VALLEY HEALTHCARE DISTRICT

WHEREAS, On or about October 8, 2023, the Governor signed Assembly Bill 918 into law as urgency legislation, and it went into effect, forming the Imperial Valley Healthcare District ("IVHD"); and

WHEREAS, Assembly Bill 918 added Sections 32499.5 through 32499.95 of the Health and Safety Code; and

WHEREAS, upon formation, IVHD began to carry out its statutory duties; and

WHEREAS, among those duties, IVHD was to enter into negotiations with the City of El Centro ("City") and El Centro Regional Medical Center ("ECRMC") for the acquisition of the hospital; and

WHEREAS, on August 1, 2025, the Asset Transfer Agreement by and among City of El Centro, El Centro Regional Medical Center, and Imperial Valley Healthcare District ("ATA") was executed; and

WHEREAS, the ATA provides the terms and conditions for the transfer of the hospital to IVHD; and

WHEREAS, in accordance with the ATA, the parties have been negotiating with the majority bondholder Preston Hollow Community Capital for approval to transfer the 2018 bonds from ECRMC to IVHD; and

WHEREAS, the negotiations have taken longer than expected and Section 8(g) of the ATA contains a provision that establishes August 1, 2026 as the "Outside Termination Date," which is the date by which any party may terminate the ATA; and

WHEREAS, the parties to the ATA desire to amend the ATA to extend the Outside Termination Date to October 31, 2026 to allow sufficient time for the parties to the ATA to complete numerous items still required to complete the transfer of the hospital; and

WHEREAS, the City Council has determined that an amendment to the ATA to extend the Outside Termination Date is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. The City Council hereby approves the First Amendment to Asset Transfer Agreement attached as Exhibit A and incorporated herein by reference.

3. The City Manager is hereby authorized to sign the First Amendment to Asset Transfer Agreement on behalf of the City, a copy of which is on file in the Office of the City Clerk and thereafter to take the necessary actions to implement such agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026.

CITY OF EL CENTRO

By:____________________________
Michael Crankshaw, Mayor

ATTEST:

By:____________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM
Office of the City Attorney

By:________________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California do hereby certify that the foregoing Resolution No. 26- was duly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of , 2026, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINED:

By:___________________________
Norma Wyles, City Clerk

EXHIBIT A

FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT

<u>FIRST AMENDMENT TO ASSET TRANSFER AGREEMENT</u>

This First Amendment to Asset Transfer Agreement (this "<u>Amendment</u>") is made and entered into as of July _____, 2026, by and among the **CITY OF EL CENTRO**, a California municipal corporation and charter city (the "<u>City</u>") and **EL CENTRO REGIONAL MEDICAL CENTER**, a separate public agency and enterprise operation of the City of El Centro organized and operated under the provisions of Title 4, Division 3, Part 2, Chapter 5, Article 8 Govt. Code Sections 37650 et seq. ("<u>ECRMC</u>") (the City and ECRMC collectively, the "<u>Sellers</u>"), on the one hand, and **IMPERIAL VALLEY HEALTHCARE DISTRICT**, a California healthcare district ("<u>IVHD</u>"), on the other hand (the City, ECRMC, and IVHD are collectively referred to as the "<u>Parties</u>" and each individually a "<u>Party</u>"). Capitalized terms used but not defined herein shall have the meanings given such terms in the Asset Transfer Agreement (defined below).

RECITALS

A. The Parties entered into that certain Asset Transfer Agreement, dated as of August 1, 2025 (the "**Asset Transfer Agreement**").

B. Subject to the terms and conditions set forth in this Amendment, the Parties desire to amend the Asset Transfer Agreement to extend the Outside Termination Date to October 31, 2026, as further described in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Amendment. <u>Section 8.1(g)</u> of the Asset Transfer Agreement is deleted in its entirety and replaced with the following:

> "(g) by any Party if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) by October 31, 2026 (the "<u>Outside Termination Date</u>")."

2. No Further Modification; Ratification. Except as expressly modified herein, the terms, conditions and provisions of the Asset Transfer Agreement shall remain unmodified and in full force and effect and are hereby ratified and affirmed. Any and all references to the Asset Transfer Agreement in any document or instrument executed or delivered in furtherance of the transactions contemplated in the Asset Transfer Agreement shall mean and refer to the Asset Transfer Agreement, as amended by this Amendment, and as hereafter amended, restated, replaced or supplemented from time to time.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers or managers thereunto duly authorized.

CITY:

CITY OF EL CENTRO

By: ______________________________
Name: ___________________________
Title: _____________________________

ECRMC:

EL CENTRO REGIONAL MEDICAL CENTER

By: ______________________________
Name: ___________________________
Title: _____________________________

IVHD:

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: ______________________________
Name: ___________________________
Title: _____________________________

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-254)

Item: 7.
Meeting: 8/4/2026 2:30 PM
Department: City Manager
Category: Action Item
Prepared by: Gloria Garcia , Staff Asssistant
Department Head: Robert Sawyer
DOC ID: 2026-254

Community Sponsorship - Imperial Valley 9/11 Memorial Stair Climb Event

CITY MANAGER'S RECOMMENDATION:
Discussion and any necessary action regarding the community sponsorship request from The Imperial Valley 9/11 Stair Climb Committee.

FISCAL IMPACT:
Funding is available from the Community Sponsorship Fund 1201-610139. The available balance is $4,000.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
The IV 9/11 Stair Climb Committee is a non-profit organization with members who represent the fire community, law enforcement community and the stake holder communities within the Imperial Valley. Their priority is to ensure that the Imperial Valley remembers to honor and pay tribute who tragically lost their lives on September 11, 2001.

DISCUSSION:
The IV 9/11 Stair Climb Committee's priority is to continue their partnership with the community in observance of an annual memorial event. This year marks the 25th Anniversary of 9/11, and this year's theme is, "Remember 9/11, Live Like 9/12." The event will take place on September 12, 2026, at the Imperial Valley Fairgrounds.

The sponsorship levels are as follows:

Level 1 - $343
Level 2 - $413
Level 3 - $911
Level 4 - $2001
Level 5 - $5000+

The City Manager's Office has reviewed the application and the requirements of the policy statement have been met. The Mayor has reviewed the request and recommends that Council consider a sponsorship in the amount of $911.

CONCLUSION:

Staff seeks direction and necessary action regarding the requested cash sponsorship.

ATTACHMENTS:

1. Sponsorship Application
2. Sponsorship Packet

CITY MANAGER

'26 JUL 21 PM5:23

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

APPLICANT INFORMATION:
(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: Imperial Valley 9/11 Memorial Stair Climb

Non-Profit ID # / 501(C) 3 #: 88 1993562

Contact Person: Tiffinie Macias

Address: 200 East 2nd Street Imperial CA 92251
(Street Number) (Street Name) (City) (State) (Zip Code)

Phone: 760 498 7153 **Cell / Pager:** ____

E-mail: Tiffinie@ivfairgrounds.com

Amount Requesting From Community Sponsorship Fund: $ 5000.00

TYPE OF EVENT:
(check one)

- [ ] **Promotional Event**
- [ ] **Cultural Event**
- [ ] **Athletic Event**
- [x] **Educational Event**
- [ ] **Entertainment Event**
- [ ] **Other** ____

EVENT INFORMATION:

Event Name: Imperial Valley 9/11 Memorial Stair Climb

Event Date: Sept 12, 2026 **Time of event:** 6:30pm (Begin) 11pm (End)

Event Address: 200 East 2nd Street Imperial CA Fairgrounds
(Location Name) (Street Number) (Street Name) (City)

EVENT DESCRIPTION:

Purpose: A way for the community to remember those who made the ultimate sacrifice on 9/11/2001

Activities Planned: Stair climb, walk, music, food and displays

Amount of People Expected: 500 1000

Other Information: Benefits building a memorial, giving of scholarships

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Applicant's Signature: Tiffinie Macias Date: July 21, 2026

Rev 03/2020

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION CHECK LIST

DOCUMENTS THAT MUST BE INCLUDED WITH APPLICATION:

- [x] **Pre-Program Financial Affidavit**
  (Indicating proposed profit or loss, income from all sources, all expenditures, in-kind contributions, all sponsorship contributions, volunteers etc…)
- [x] **Statement from Authorizing Agent**
  (Indicating that admission to the event is free and open to the public, and explaining how the program will benefit El Centro residents.)
- [x] **Current Proof of 501(C) 3**
  (Or proof that a 501(C) 3 organization is a recipient of the program proceeds.)
- [x] **Program Sponsorship Package or Statement**
  (Indicating the City of El Centro's sponsorship benefits.)
- [x] **Organization's Mission Statement**
  (Purpose and goals of the organization.)
- [x] **Copy of Current Business License**

DOCUMENTS THAT MUST BE SUBMITTED AT LEAST 45 DAYS BEFORE THE PROGRAM:

- [ ] **Proof of all Permits, Clearances, Insurances, and Program Authorizations**
  (Within time restraints in compliance with the Code of the City of El Centro, policies and Special Event Policy requirements.)

DOCUMENTS THAT MUST BE SUBMITTED WITHIN 30 DAYS AFTER THE PROGRAM:

- [ ] **Post Program Financial Affidavit**
  (Indicating actual profit or loss, income from all sources, all expenditures, In-Kinds contributions, all sponsorship contributions, volunteers etc…)

Rev 03/2020

FOR CITY OF EL CENTRO
OFFICIAL USE ONLY

COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM

Program Name: Imperial Valley 9/11 Memorial Stair Climb

Program Date: Sep 12, 2024 **City Manager's Review Date:** 7-21-24

DOCUMENTS SUBMITTED:

Documents that must be included with application:
- [x] Pre-Program Financial Affidavit
- [x] Statement from Authorizing Agent
- [x] Current Proof of 501(C) 3
- [x] Program Sponsorship Package
- [x] Mission Statement
- [x] Copy of Current Business License

Documents that must be submitted 45 days before program:
- [ ] Proof of Permits ____________
- [ ] Proof of Clearances ____________
- [ ] Proof of Insurance ____________
- [ ] Program Authorizations ____________
- [ ] Other ____________

MAYOR'S REVIEW:

- [x] **Approved**
  Forward to City Council for Consideration
- [ ] **Denied**
  Reason: ____________

Comments: Mayor Crankshaw recommended $911.—

Michael Crankshaw by Gloria Garcia
Mayor's Authorization Signature

7-23-24
Date

CITY SPONSORSHIP SUMMARY:

City Council Date: 8-4-24 ☐ Approved ☐ Denied

Cash Sponsorship Amount: $____________

Requisition Process Date:____________ P.O #:____________

Rev 03/2020

Two-Year Financial Statement				
	Current Year (2026)		Previous Year (2025)	
Income		**Totals**		**Totals**
Individual Donations				
Corporate Donations		25000		20000
Registration fees		20000		10000
Other *(specify)*				
Total Income		**45000**		**30000**

Expenses		**Totals**		**Totals**
Shirts		7500		6000
Entertainment		3500		3000
Ice, fans, coolers		4000		3000
badges, lanyards, photos		4000		2000
Sponsorship appreciation dinner		5000		3000
Total Expenses		24000		17000

100% of income earned will go towards building a 9/11 memorial in Imperial Valley at the Fairgrounds
All labor, security, staff help is all volunteers for this event

SPONSORSHIP LEVELS

Level 1: $343	Level 2: $413
Public Recognition Day of Event	Public Recognition Day of Event
Social Media Sponsor Recognition	Social Media Sponsor Recognition
Website Sponsor Recognition	Website Sponsor Recognition
Company Logo on 4x8 Banner	Company Logo on 4x8 Banner
x2 Sponsor Dinner Invites	x2 Sponsor Dinner Invites
	x2 Entries to Event

★★★	★★★★	★★★★★
Level 3: $911	**Level 4: $2001**	**Level 5: $5000+ (Custom)**
Public Recognition Day of Event	Public Recognition Day of Event	Public Recognition Day of Event
Social Media Sponsor Recognition	Social Media Sponsor Recognition	Social Media Sponsor Recognition
Website Sponsor Recognition	Website Sponsor Recognition	Website Sponsor Recognition
Company Logo on 4x8 Banner	Company Logo on 4x8 Banner	Company Logo on 4x8 Banner
x4 Sponsor Dinner Invites	x8 Sponsor Dinner Invites	x10 Sponsor Dinner Invites
x4 Entries to Event	x8 Entries to Event	x10 Entries to Event
Option to Display Solo 4x8 Banner	Option to Display Solo 4x8 Banner	Option to Display Solo 4x8 Banner
	x8 IV 9/11 Stair Climb Hats	x10 IV 9/11 Stair Climb Hats
		Table for 8 RSVP at Annual "Desert Knights" Public Safety Gala


IV 9/11 Committee Presents:
REMEMBER 9/11 • LIVE LIKE 9/12 •
25
ANNIVERSARY
WE WILL NEVER FORGET
IMPERIAL VALLEY, CA
9/11 MEMORIAL
Stair Climb
SATURDAY | SEPT. 12TH | 6:00 PM
Join the IV 9/11 Committee in observance of the
25TH ANNIVERSARY OF 9/11
Imperial Valley Fairgrounds | 200 E Second St.
Learn more at iv911.org
IV9

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-261)

Item: 8.
Meeting: 8/4/2026 2:30 PM
Department: City Manager
Category: Action Item
Prepared by: Cindy De Zilwa, Management Assistant
Department Head: Robert Sawyer
DOC ID: 2026-261

Community Sponsorship - MANA de Imperial Valley

CITY MANAGER'S RECOMMENDATION:
Discussion and necessary action regarding the community sponsorship request from MANA de Imperial Valley

FISCAL IMPACT:
Funding is available from the Community Sponsorship Fund, 1201-610139. Available balance is $3,678.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
MANA de Imperial Valley, a National Latina Organization, was founded in 1974 by Latinas who saw the need to create stronger pathways for education, leadership, advocacy, and support for Hispanic women. MANA was built to ensure that Latinas were not only seen, but uplifted, and that legacy continues through their local chapter today.

DISCUSSION:
Each year, MANA honors remarkable Latinas whose contributions serve as a beacon of leadership and strength through Las Primeras Awards. Las Primeras Awards Gala and Scholarship Fundraiser is scheduled this year for September 18, 2026, at the Old Eucalyptus Schoolhouse. More than recognition, Las Primeras is a tribute to progress, representation, and the leaders who inspire the next generation.

This event raises essential funds to support college scholarships for local students. Many are first-generation college students who balance school, work and family — all while striving toward a better future. This event is dedicated to honoring recipients and celebrates Latinas who are breaking barriers and demonstrating the vital contributions women make in every field. Since 2008, MANA has awarded more than $294,000 in scholarships and invested in educational and cultural programming across Imperial Valley.

The sponsorship levels are as follows:

Diamond Sponsor - $5,000
Platinum Sponsor - $3,000
Gold Sponsor - $1,500

Silver Sponsor - $1,000
Bronze Sponsor - $500

The City Manager's Office has reviewed the application, and the requirements of the policy statement have been met. The Mayor has reviewed the request and recommends that Council consider a sponsorship in the amount of $500.

CONCLUSION:
Staff seeks direction and necessary action regarding the requested community cash sponsorship.

ATTACHMENTS:
1. Sponsorship Application
2. Sponsorship Levels

CITY MANAGER
'26 JUL 20 AM10:39

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION

APPLICANT INFORMATION:
(Applicant is the contact person for City officials and must be at least 18 years of age.)

Organization Name: Mana de Imperial Valley

Non-Profit ID # / 501(C) 3 #: 26-3347038

Contact Person: Viridiana Rosales Trujillo & Nancy Salcedo

Address: PO BOX 2945 El Centro CA 92244
(Street Number) (Street Name) (City) (State) (Zip Code)

Phone: (626)6443495 **Cell / Pager:**

E-mail: manalasprimeras@gmail.com

Amount Requesting From Community Sponsorship Fund: $ 1000—

TYPE OF EVENT:
(check one)

- ☐ Promotional Event
- ☐ Cultural Event
- ☐ Athletic Event
- ☐ Educational Event
- ☐ Entertainment Event
- ☒ Other Scholarship fundraiser

EVENT INFORMATION:

Event Name: 2026 Las Primeras Awards Gala & Scholarship Fundraiser

Event Date: 09.18.2026 **Time of event:** 6 pm (Begin) 11:00pm (End)

Event Address: 796 W. Evan Hewes Hwy El centro CA 92243
(Location Name) (Street Number) (Street Name) (City)

EVENT DESCRIPTION:

Purpose: To raise scholarships funds for local students to be distributed following year.

Activities Planned: dinner, recognition of las Primeras

Amount of People Expected: 200-250

Other Information:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Applicant's Signature: [signature] Date: 07.17.2026

Rev 03/2020

CITY OF EL CENTRO
COMMUNITY SPONSORSHIP PROGRAM
APPLICATION CHECK LIST

DOCUMENTS THAT MUST BE INCLUDED WITH APPLICATION:

- [x] **Pre-Program Financial Affidavit**
  (Indicating proposed profit or loss, income from all sources, all expenditures, in-kind contributions, all sponsorship contributions, volunteers etc…)
- [x] **Statement from Authorizing Agent**
  (Indicating that admission to the event is free and open to the public, and explaining how the program will benefit El Centro residents.)
- [x] **Current Proof of 501(C) 3**
  (Or proof that a 501(C) 3 organization is a recipient of the program proceeds.)
- [x] **Program Sponsorship Package or Statement**
  (Indicating the City of El Centro's sponsorship benefits.)
- [x] **Organization's Mission Statement**
  (Purpose and goals of the organization.)
- [x] **Copy of Current Business License**

DOCUMENTS THAT MUST BE SUBMITTED AT LEAST 45 DAYS BEFORE THE PROGRAM:

- [ ] **Proof of all Permits, Clearances, Insurances, and Program Authorizations**
  (Within time restraints in compliance with the Code of the City of El Centro, policies and Special Event Policy requirements.)

DOCUMENTS THAT MUST BE SUBMITTED WITHIN 30 DAYS AFTER THE PROGRAM:

- [ ] **Post Program Financial Affidavit**
  (Indicating actual profit or loss, income from all sources, all expenditures, In-Kinds contributions, all sponsorship contributions, volunteers etc…)

Rev 03/2020

FOR CITY OF EL CENTRO
OFFICIAL USE ONLY

City of El Centro

COMMUNITY SPONSORSHIP PROGRAM
APPLICATION REVIEW FORM

Program Name: Las Primeras Awards $ Scholarship Gala

Program Date: 9-18-2026 **City Manager's Review Date:** 7-20-26

DOCUMENTS SUBMITTED:

Documents that must be included with application:

- ☑ Pre-Program Financial Affidavit
- ☑ Statement from Authorizing Agent
- ☑ Current Proof of 501(C) 3
- ☑ Program Sponsorship Package
- ☑ Mission Statement
- ☑ Copy of Current Business License

Documents that must be submitted 45 days before program:

- ☐ Proof of Permits
- ☐ Proof of Clearances
- ☐ Proof of Insurance
- ☐ Program Authorizations
- ☐ Other

MAYOR'S REVIEW:

☒ **Approved**
Forward to City Council for Consideration

☐ **Denied**
Reason:

Comments: Mayor Crankshaw recommends $500.00

Michael Crankshaw, by Cindy Dezilvas 7/28/26
Mayor's Authorization Signature Date

CITY SPONSORSHIP SUMMARY:

City Council Date: 8-4-26 ☐ Approved ☐ Denied

Cash Sponsorship Amount: $

Requisition Process Date: P.O #:

Rev 03/2020

Pre-Program Financial Affidavit

	Current Year : 2026		Previous Year: 2025	
Income		Totals		Totals
Individual Donations				
Corporate Donations /program	rev			
Registration fees				
Other (specify) ads				
Total Income		$		$ 51,426
Expenses		Totals		Totals
fundraising/other				12,311.76
Total Expenses		$		$ 12,311.76

Comments: no data on current year, as we are requesting at this time.

*

MANA de Imperial Valley

2026 LAS PRIMERAS AWARDS & SCHOLARSHIP GALA
Red Carpet. Red Lips and Resilience

2026 LAS PRIMERAS AWARDS & SCHOLARSHIP GALA
Red Carpet, Red Lips & Resilience
Friday, September 18, 2026

SPONSORSHIP OPPORTUNITIES

Your sponsorship supports this mission—celebrating Latina excellence while funding scholarships that open doors for the next generation.

DIAMOND SPONSOR – $5,000
- $1,000 named scholarship in sponsor's name
- VIP table for eight (8) guests
- Event recognition as *Presenting Sponsor*
- Two (2) invitations to the private Pre-Celebration Dinner
- One-year sponsor profile on MANA IV website
- Premium full-page program placement
- Exclusive Presenting Sponsor recognition across major event promotions, gala signage, sponsor slideshow, and dedicated social media features

PLATINUM SPONSOR – $3,000
- $500 named scholarship in sponsor's name
- Reserved table for eight (8) guests
- One-year sponsor profile on MANA IV website
- Full-page program placement
- Prominent recognition in event promotions, sponsor slideshow, gala signage, and social media

GOLD SPONSOR – $1,500
- Reserved table for four (4) guests
- Half-page program placement
- Recognition in sponsor slideshow and social media

SILVER SPONSOR – $1,000
- Reserved seating for four (4) guests
- Quarter-page program placement
- Sponsor recognition in program and sponsor slideshow

BRONZE SPONSOR – $500
- Reserved seating for two (2) guests
- Sponsor name listing in program

COMMUNITY RECOGNITION OPPORTUNITIES
The commemorative event program is distributed to all attendees and highlights event moments and honorees.
- Full Page – $500
- Half Page – $250
- Padrino/Padrina Name Listing – $100
  - *(Includes name-only recognition in the commemorative event program)*

IN-KIND CONTRIBUTIONS
We welcome donations of goods and services to support the Gala (e.g., décor, catering, printing, media, giveaways). Recognition provided based on value. Contact us to coordinate contributions.

ARTWORK DEADLINE
CAMERA-READY ARTWORK AND HIGH-RESOLUTION LOGOS DUE BY: ***MONDAY, AUGUST 24, 2026***

P.O. BOX 2945 EL CENTRO, CA 92244 • WWW.IVMANA.ORG • MANALASPRIMERAS@GMAIL.COM

2026 LAS PRIMERAS AWARDS & SCHOLARSHIP GALA
Red Carpet. Red Lips and Resilience

MANA de Imperial Valley

2026 LAS PRIMERAS AWARDS & SCHOLARSHIP GALA

Red Carpet, Red Lips & Resilience
Friday, September 18, 2026

SPONSORSHIP & RECOGNITION FORM

A) SPONSORSHIP LEVEL

□ Diamond – $5,000
□ Platinum – $3,000
□ Gold – $1,500
□ Silver – $1,000
□ Bronze – $500

B) COMMUNITY RECOGNITION OPPORTUNITIES

The commemorative event program highlights honorees and is distributed to all attendees.

□ Full Page – $500
□ Half Page – $250
□ Padrino/Padrina Name Listing – $100
(Includes name-only recognition in the commemorative event program)

SPONSORSHIP & RECOGNITION SPECS

- Diamond/Platinum: Full Page | Gold: Half Page | Silver: Quarter Page | Bronze/Padrino: Name Listing
- Full: 8.5" x 11" • Half: 8.5" x 5.5" • Quarter: 4.25" x 5.5"

Submit high-resolution files (300 DPI) in PDF, JPG, or PNG.
Materials not submitted to specs may require Design Assistance ($75).

ARTWORK DEADLINE
MONDAY, AUGUST 24, 2026

CONTACT INFORMATION

Name: ______________________________

Organization: ______________________________

Phone: ____________________

Email: ______________________________

TOTAL AMOUNT

$ ____________________

AUTHORIZED SIGNATURE

Signature: ______________________________

Printed Name: ______________________________

Date: ____________________

PAYMENT & QUESTIONS

Checks payable to:
MANA de Imperial Valley
Mail to:
P.O. Box 2945,
El Centro, CA 92244
Questions:
Viridiana Rosales
& Nancy Salcedo
Email:
manalasprimeras@gmail.com

Scan to Pay or Learn More
Use this code to complete payment or access event details and sponsorship information.

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-246)

Item: 9.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-246

Approval of the Unrepresented Confidential Employees Unit Memorandum of Understanding (MOU).

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

FISCAL IMPACT:
Compensation of this MOU will be paid the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
The current Unrepresented Confidential Employee Resolution expired on December 31, 2025. Pay increases as discussed by City Council.

In addition, the classifications identified in the compensation study conducted in 2025 as being below market shall be eligible for an equity increase added to the base salary.

DISCUSSION:
The modified terms and conditions agreed to in a tentative agreement are being presented to the City Council for final approval. Major changes are as follows:

1. Two and a half year agreement.
2. Equity Adjustment, if eligible.
3. 2% cost-of-living adjustment January 2026, July 2026 and July 2027.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay increased from $40 per pay period to $50 per pay period

CONCLUSION:
Adopt Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF

EMPLOYMENT FOR UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028.

ATTACHMENTS:

1. Unrepresented Confidential Reso 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JANUARY 1, 2026 THROUGH JUNE 30, 2028

WHEREAS, the City Council of the City of El Centro ("City Council") wishes to identify and recognize all current employees that are in Unrepresented Confidential classifications; and

WHEREAS, the City Council wishes to declare that all of these classifications are presently unrepresented and are not members of any employee labor groups for purposes of collective bargaining or representation; and

WHEREAS, currently, the Unrepresented Confidential Employees are compensated pursuant to Resolution No. 22-90 adopted August 16, 2022; and

WHEREAS, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Unrepresented Confidential Employees is in the best interest of the City of El Centro ("City").

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

Section 1. Rescind Previous Resolution. The City Council hereby rescinds Resolution No. 22-90.

Section 2. Agreement. The City Council hereby approves the terms and conditions of employment for the Unrepresented Confidential Employees as set forth in this Resolution.

Section 3. Effective Dates. This Resolution shall be effective immediately upon adoption and shall terminate on June 30, 2028.

Section 4. Terms. The following terms and conditions of the Unrepresented Confidential Employees are hereby established upon adoption of this Resolution:

A. **Pay Increases:** The salary ranges of the employees covered by this Resolution shall be adjusted as follows:

1. Pay Range. Effective retroactively to the first full pay period in January 2026, no employee shall be paid less than Step 1 or more than Step 6.

2. Market Adjustment. Classifications identified in the compensation study conducted in 2025 as being below market will have their base hourly pay rate increased as follows and as more specifically set forth in Section 4.W. below:

    a. Effective retroactively to the first full pay period in January 2026, classifications that are below market based on the 2025 compensation study shall be eligible for a one-third of compensation study equity increase added to the base salary.

b. Effective the first full pay period in July 2026, classifications that are below market based on 2025 compensation study shall be eligible for a one-third of compensation study equity increase added to the base salary.

c. Effective the first full pay period in July 2027, classifications that are below market based on 2025 compensation study shall be eligible for a one-third of compensation study equity increase added to the base salary.

3. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, employees will receive a 2% cost-of-living-adjustment ("COLA"), calculated on the employee's base salary as of December 31, 2025, payable within four (4) pay periods following City Council adoption of this Resolution.

4. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, employees will receive a 2% COLA for fiscal year 2026/2027, calculated on the employee's base salary as of June 30, 2026, payable within four (4) pay periods following City Council adoption of this Resolution.

5. July 2027 COLA. Effective with the first full pay period in July 2027, employees will receive a 2% COLA for fiscal year 2027/2028, calculated on the employee's base salary as of June 30, 2027.

6. Merit Increases.

   a. Eligibility: From January 1, 2026, to June 30, 2028, employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the employee's evaluation rating his/her performance satisfactory or better.

   b. Timing: It is expected that the annual evaluation shall occur on an employee's anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.

   c. Future Increases: Except as provided for in Section 4.F. regarding placement into Step 6, future step increases after the termination of this Resolution on June 30, 2028, must be approved in a successor Resolution.

7. Step Ranges. Separate salary schedules showing the salary step ranges are shown in Section 4.W.

B. **Premium Pay**. Each employee shall receive a premium pay of one hundred dollars ($100) per pay period.

C. **Car Allowance**. Each employee shall receive a car allowance of fifty dollars ($50) per pay period.

D. **Overtime Compensation**. Employees in positions classified as non-exempt by the Fair

Labor Standards Act ("FLSA") will be allowed to earn overtime compensation and shall be compensated in terms of a seven (7) day work period. Overtime shall be held to an absolute minimum; however, when overtime is necessary and an employee has been directed to work longer than a normal work schedule, the employee shall receive one and one-half (1.5) times the employee's regular pay for all hours worked in excess of forty (40) hours in a work period. Hours worked for the purposes of computing overtime pay shall be in accordance with the FLSA, provided, however, that scheduled use of vacation leave and compensatory time shall be considered hours worked. The employees shall have the option to accrue compensatory time in lieu of overtime pay.

E. **Compensatory Time.** Employees in positions classified as FLSA non-exempt shall be allowed to accumulate compensatory time up to a maximum of two hundred forty (240) hours at any given time. Compensatory time shall accumulate at the rate of one and one-half (1.5) times the number of overtime hours worked. The method of calculation to determine compensatory hours shall be the same method as used to calculate monetary compensation. Any employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of the City.

F. **Longevity Pay.**

1. Eligibility. Longevity pay for each employee in a full-time position hired before July 1, 1989, will be fixed at the rate being paid, if any, on December 31, 1989, and no further increases will be paid regardless of the number of years of continuous service to the City. Any employee in a full-time position hired before July 1, 1989, who is not being paid longevity pay on December 21, 1989, or any employee hired on or after July 1, 1989, shall not be eligible for longevity pay.

2. Placement. All employees who have been in Step 5 for five (5) continuous years, who have received satisfactory or higher on their performance evaluations for those five (5) years shall be placed in Step 6 as of their sixth anniversary date in Step 5.

G. **Bilingual Pay.**

1. Effective retroactively to the first full pay period in January 2026, employees will be eligible to receive fifty dollars ($50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency provided that the position occupied has been designated to receive such pay by the Human Resources Director. The use of a non-English language must be a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. This Section G.1 shall be administered in accordance with, and is not intended to conflict with, the Examinations, Expectations and Monitoring of sections of the City Personnel Rules and Regulations, Section 8.5, Bilingual Pay.

2. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in Section G.1 shall be reported to CalPERS as Special Compensation. This bilingual pay

meets the definition of “Bilingual Premium” as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

H. **Temporary Upgrading**. Upon adoption of this Resolution, Temporary Upgrading will be in accordance with the City Personnel Rules and Regulations, Section 8.4.

I. **Retirement**.

1. Employees hired prior to January 1, 2013 and covered by this Resolution shall be placed in the California Public Employees Retirement System (“CalPERS”) two percent (2%) at fifty-five (55) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The employees shall pay the full employee contribution amount as determined by CalPERS. Employee contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

2. Employees hired by the City on or after January 1, 2013, that are not members of CalPERS shall be placed in the CalPERS two percent (2%) at sixty-two (62) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The employees shall pay the full employee contribution amount as determined by CalPERS. Employee contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

J. **Insurance.**

1. Medical.

   a. Eligibility. Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City’s comprehensive major medical, dental, and vision care insurance program offered to current employees of the City. The employees covered by this Resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program.

   b. 2022 Contributions. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 month
Spouse & Children:	Up to $1,475.52 per month

   c. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

2. Disability Insurance. The City shall provide short and long-term disability insurance coverage for employees covered by this Resolution.

3. Life Insurance. The City shall provide term life insurance and accidental death and dismemberment coverage in the amount of fifty thousand dollars ($50,000) each for all employees covered by this Resolution.

4. Retiree Insurance. For employees who retire from the City after the adoption of this Resolution, the City shall pay three hundred nine dollars and fifty cents ($309.50) towards the cost of health insurance coverage under the City's health insurance program provided said retiree had two hundred forty (240) months (twenty (20) years) of service with the City.

K. **Bereavement Leave**.

1. Eligibility. In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) of bereavement leave upon request to the employee's supervisor. During such leave, the employee shall be paid his/her regular base pay for three (3) days based on the employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the employee's supervisor. Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for unpaid bereavement leave under this Section.

2. Immediate Family. The employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or a grandchild.

3. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the employee upon request of the City.

L. **Holidays**.

1. Rate of Pay. An employee who is required to work an official holiday shall be paid at one and one-half (1.5) times his/her regular rate of pay for all hours worked on a holiday, in addition to receiving holiday pay.

2. List of Holidays. Effective upon Council adoption of this Resolution, employees covered by this Resolution shall be granted the following paid holidays:

a. The first (1^{st}) day of January – New Year's Day

b. The third (3^{rd}) Monday in January – Martin Luther King, Jr. Day;

c. The third (3^{rd}) Monday of February – President's Day;

d. One-half (.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19^{th}) of June – Juneteenth;

g. The fourth (4^{th}) day of July – Independence Day;

h. The first (1^{st}) Monday in September – Labor Day;

i. The eleventh (11^{th}) day of November – Veteran's Day;

j. The fourth (4^{th}) Thursday in November – Thanksgiving Day;

k. The day following the fourth (4^{th}) Thursday in November, known as the day after Thanksgiving;

l. The twenty-fourth (24^{th}) day of December – Christmas Eve;

m. The twenty-fifth (25^{th}) day of December – Christmas Day;

n. The thirty-first (31^{st}) day of December – New Year's Eve; and

o. The anniversary of the birth of the employee;

When the twenty-fourth (24^{th}) day and the thirty-first (31^{st}) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24^{th} and December 31^{st}.

M. **Personal Necessity Leave**. Employees who are classified as non-exempt under FLSA shall be granted the equivalent of two (2) days of paid leave as outlined below during a fiscal year to attend to personal business. Employees shall request use of such leave on forms provided by the City, subject to the same scheduling requirements provided under the City's Personnel Rules and Regulations. Any hours of personal necessity leave not taken prior to June 30 of a fiscal year shall be forfeited.

1. <u>Hours Granted</u>.

a. Employees that work twelve (12) hour days shall be granted twenty-four (24) hours of leave during a fiscal year;

b. Employees that work nine (9) hour days shall be granted eighteen (18) hours of leave during a fiscal year; and

c. Employees that work eight (8) hour days shall be granted sixteen (16) hours of leave during a fiscal year.

N. **Administrative Leave**. Employees who are classified as exempt under FLSA guidelines shall receive forty (40) hours of paid Administrative Leave per year effective January 1 of each year on a non-accruable basis; provided, however, that an employee joining the City's professional staff after July 1 shall receive twenty (20) hours of paid Administrative Leave during that year. Any Administrative Leave time remaining in an employee's account as of December 31 of each year shall be converted to cash; provided, however, that the total leave converted shall not exceed twenty-four (24) hours. Administrative Leave provided pursuant to this section shall not be considered "vacation leave" within the meaning of Section 227.3 of the Labor Code, and any Administrative Leave time remaining as of December 31 shall be forfeited.

O. **Repair or Replacement of Employees' Property**.

1. Repair/Replacement. The City shall reimburse an employee for the repair or replacement of personal property damaged in the performance of his/her duties, except where said repair or replacement is the result of negligence on the part of the employee. Personal property includes such items as eyeglasses, hearing aids, dentures, watches, personal equipment, and articles of clothing. Personal electronics (cell phones, iPads, etc.) are not eligible for reimbursement.

2. Assignment. The employee assigns the right of action against anyone from loss or damage to personal property up to the amount paid by the City, and will allow any suit to be brought in his/her name by the City, at City's expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this section, City shall notify the affected employee of said fact.

A. **Educational Incentive Pay**. Effective retroactively to the first full pay period in January 2026, an employee covered by this Resolution who has attained or who attains a higher level of education than is required for his/her position, as certified by the Director of Human Resources, shall receive educational incentive pay pursuant to this section. An employee with an associate of arts or sciences degree shall be eligible to receive seventy-five dollars ($75) per pay period, an employee with a bachelor of arts or sciences degree shall be eligible for one hundred dollars ($100) per pay period, and an employee with a master's degree shall be eligible for one hundred twenty-five dollars ($125) per pay period. All degrees must be from an accredited university/college and approved by the Human Resources Department. For purposes of this section, an employee hired prior to January 1, 1995 shall be deemed to qualify for educational incentive pay if his/her job description was amended after the employee was hired to require an associate or bachelor's degree in arts or sciences, as certified by the Director of Human Resources. Educational incentive pay will be effective upon successful completion of the probationary period.

B. **Educational Reimbursement**. Employees shall be eligible for reimbursement of expenses paid by the employee for professional growth and development undertaken by the employee on the employee' s own time, and which are not otherwise reimbursed. Included are expenses for tuition, textbooks and conference registration. This reimbursement shall be limited to a maximum of one thousand dollars ($1,000) per year and under the guidelines in the City' s Personnel Rules and Regulations.

C. **Vacation Leave**.

1. Eligibility. Employees shall be eligible to take vacation leave after completion of one (1) month continuous full-time service.

2. Accrual. Employees shall accrue vacation leave biweekly for all eligible employees who are in a pay status according to the following schedule:

Months of Continuous Service	Accrual Rate Per Pay Period
0- 60	4.62 hours
61- 72	4.92 hours
73- 84	5.23 hours
85- 96	5.54 hours
97- 108	5.85 hours
109+	6. 15 hours

3. Accumulation. No vacation leave will be accrued above the maximum of one and one-half (1 ½) times the annual accrual rate at any time or for any reason.

4. Scheduling. Employee requests to take vacation leave shall be approved or disapproved by the employee's supervisor, taking into consideration employee dates of hire, due regard for the wishes of the employee and particular regard for the needs of the organizational unit.

5. Payment of Vacation and Annual Leave Hours Upon Separation. Employees who are separated from City service shall be paid for any accrued vacation and annual leave at the employee's then-current rate of pay on the date of separation.

6. Holidays Within Vacation. When a holiday identified in Section 4.L.2. falls within an employee's vacation leave, that day shall not be charged against vacation leave.

7. Illness Within Vacation. If an employee becomes ill or injured during vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged against vacation leave.

A. **Cash Out of Vacation or Annual Leave Hours**.

1. Cash Out. Prior to the end of December of each year, employees may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:

   a. He/she has taken a minimum of one (1) week of vacation leave during the current fiscal year;

   b. He/she thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the employee; and

c. He/she for such reason is unable to take said vacation leave by the end of that year without triggering overtime which would be paid by the City.

2. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

3. Hardship. Employees may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash-out per fiscal year per employee.

B. **Sick Leave**.

1. Accrual. All permanent and probationary employees covered by this Resolution who have completed the equivalent of one month of service shall be eligible for sick leave. Sick leave shall be accrued and credited bi-weekly for all eligible employees who are on pay status for fifty percent (50%) or more of that biweekly period. The accrual rate for said employees shall be three and sixty-nine one hundredths (3.69) hours bi-weekly. Permanent part-time employees working a minimum of twenty (20) hours per week, shall be eligible for vacation leave in proportion to the number of hours worked each week as opposed to the standard forty (40) hour work week.

2. Conversion. An employee whose retirement date is within four months of separation from employment may, in accordance with Government Code Section 20965, convert all unused sick leave to additional service credit at the rate of four thousandths (0.004) for each day of sick leave (two hundred fifty (250) sick leave days = one (1) additional year of service credit) pursuant to the City's contract with CalPERS.

C. **Personnel Rules**. Should any conflict or inconsistency exist between these terms and conditions of employment set forth in this Resolution and anything contained in the City's Personnel Rules and Regulations, the provisions of the terms and conditions of employment set forth in this Resolution shall prevail.

D. **Classification and Grades**.

Payroll Coordinator	G-11
City Clerk Staff Assistant	G-8
City Manager Staff Assistant	G-8
Human Resources Staff Assistant	G-8
Human Resources Analyst I (Exempt)	G-13

Management Assistant (Exempt)	G-13
Multimedia Content Creator (Exempt)	G-13
Human Resources Analyst II (Exempt)	G-15
Public Information Officer (Exempt)	G-21

E. **Grades and Steps 1 Through 6**.

Effective first full pay period for January 2026	**Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Payroll Coordinator	C91	4,885	5,129	5,385	5,655	5,937	6234
City Clerk Staff Assistant	C65	4,291	4,505	4,730	4,967	5,215	5476
City Manager Staff Assistant	C65	4,291	4,505	4,730	4,967	5,215	5476
Human Resources Staff Assistant	C65	4,291	4,505	4,730	4,967	5,215	5476
Human Resources Analyst I (Exempt)	C118	5,589	5,868	6,162	6,470	6,793	7133
Management Assistant (Exempt)	C118	5,589	5,868	6,162	6,470	6,793	7133
Multimedia Content Creator (Exempt)	C118	5,589	5,868	6,162	6,470	6,793	7133
Human Resources Analyst II (Exempt)	C138	6,175	6,484	6,808	7,148	7,506	7881
Public Information Officer (Exempt)	C160	8290	8705	9140	9597	10,077	10581

Effective first full pay period for July 2026	**Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Payroll Coordinator	C91	4982	5231	5493	5768	6056	6359
City Clerk Staff Assistant	C80	4,716	4,952	5,200	5,460	5,733	6020
City Manager Staff Assistant	C80	4,716	4,952	5,200	5,460	5,733	6020
Human Resources Staff Assistant	C80	4,716	4,952	5,200	5,460	5,733	6020
Human Resources Analyst I (Exempt)	C118	5,700	5,986	6,285	6,599	6,929	7275
Management Assistant (Exempt)	C118	5,700	5,986	6,285	6,599	6,929	7275
Multimedia Content Creator (Exempt)	C118	5,700	5,986	6,285	6,599	6,929	7275
Human Resources Analyst II (Exempt)	C138	6,298	6,613	6,944	7,291	7,656	8039
Public Information Officer (Exempt)	C160	8457	8879	9323	9790	10,279	10793

Effective first full pay period for July 2027	**Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Payroll Coordinator	C91	5082	5336	5603	5883	6177	6486

City Clerk Staff Assistant	C95	5,184	5,444	5,716	6,002	6,302	6617
City Manager Staff Assistant	C95	5,184	5,444	5,716	6,002	6,302	6617
Human Resources Staff Assistant	C95	5,184	5,444	5,716	6,002	6,302	6617
Human Resources Analyst I (Exempt)	C118	5,814	6,105	6,410	6,731	7,068	7421
Management Assistant (Exempt)	C118	5,814	6,105	6,410	6,731	7,068	7421
Multimedia Content Creator (Exempt)	C118	5,814	6,105	6,410	6,731	7,068	7421
Human Resources Analyst II (Exempt)	C134	6,424	6,746	7,083	7,437	7,809	8199
Public Information Officer (Exempt)	C160	8,626	9,057	9,510	9,986	10,485	11009

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the ____day of ________ 2026.

CITY OF EL CENTRO

By: ______________________
Michael Crankshaw, Mayor

ATTEST:

By: __________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By_________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)

COUNTY OF IMPERIAL) ss

CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26-______ was duly adopted at a regular meeting of the City Council of the City of El Centro, California held on the ____ day of _______, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By ____________________________

Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-265)

Item: 10.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-265

Establishing terms and conditions of employment for the Community Development Director

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

FISCAL IMPACT:
Compensation of this resolution will be paid the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
Pay increases for the Community Development Director as discussed by City Council.

DISCUSSION:
The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: $13,750.
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to $50 per pay period

CONCLUSION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:
1. Comm Development Director Reso 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, Angel Hernandez (the "Employee") was duly appointed to the position of Community Development Director pursuant to Resolution No. 22-117; and

WHEREAS, this Resolution provides the compensation for the position of Community Development Director and constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Term. Resolution No. 22-117 is hereby rescinded. The term of this Resolution is from January 1, 2026 through December 31, 2028.

3. Exempt Position. The Community Development Director is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Salary.

    a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of thirteen thousand seven hundred fifty ($13,750) per month for the administrative services rendered to the City of El Centro.

    b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment ("COLA"), calculated on the Employee's base salary as of the first full pay period in January 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

    c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA, calculated on the Employee's base salary as of June 30, 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee's base salary as of June 2027.

e. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.

5. Performance Evaluation. The Employee's anniversary date shall be November 1, 2022. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.

6. Insurance.

a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for her legal dependents under such program.

i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars ($200,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

c. Disability Insurance. The City shall continue to provide short and long-term disability insurance to the Employee at City's cost.

7. Retirement.

a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent ($619.01) towards the cost of the Employee portion of said insurance until Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.

8. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination under the City's Personnel System and/or the Personnel Rules & Regulations ("Personnel Rules"). The Employee understands that he has no property right in his employment.

9. City's Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

10. Employment Termination/Severance Pay.

a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without cause. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

b. Termination Without Cause/Severance Pay. Should the City terminate Employee's employment without Cause, as defined under Section 10.c of this Resolution, while the Employee is willing and able to perform the duties of the Community Development Director, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less taxes and applicable withholdings. This Section 10.b shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.

c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately and the Employee shall not be entitled to severance pay. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules & Regulations.

11. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one-hundredths (6.15) hours bi-weekly.

b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.

c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

e. Cash out.

i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

12. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 12.

a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.

b. Accumulation. Sick leave hours may be accumulated without restriction.

13. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.

14. Car Allowance. The Employee shall receive a car allowance of five hundred dollars ($500) per month. This allowance applies to the Employee's use of his personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of his personal vehicle on City business for vehicular travel outside of Imperial County.

15. Bilingual Pay.

a. Effective the first full pay period in January 2026, Employee will be eligible to receive fifty dollars ($50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.

b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in this Section 15 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

16. Holidays. The Employee shall have the following paid holidays:

a. The first (1st) day of January – New Year's Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;

g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran's Day;

j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24th) day of December – Christmas Eve;

l. The twenty-fifth (25th) day of December – Christmas Day;

m. The thirty-first (31st) day of December – New Year's Eve; and

n. The anniversary of the birth of the employee.

When the twenty-fourth (24^{th}) day and the thirty-first (31^{st}) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24^{th} and December 31^{st}.

17. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The

Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

18. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Community Development Director.

19. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

20. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

21. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

22. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

23. Abuse of Office:

a. Any severance pay the Employee may receive pursuant to Section 10 of this Resolution, any paid leave pending an administrative investigation, any funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

24. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 4th day of August, 2026.

CITY OF EL CENTRO

By: ______________________
Michael Crankshaw, Mayor

ATTEST:

By: __________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By_________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)

COUNTY OF IMPERIAL) ss

CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26-______ was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California held on the 4th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By ______________________________
Norma Wyles, City Clerk

I agree to the foregoing:

____
Angel Hernandez Date

07/2026/cdz/A26-0143/MOU/CommDevDirector
4921-5160-3904 v4

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-266)

Item: 11.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-266

Establishing terms and conditions of employment for Director of Public Works

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS.

FISCAL IMPACT:
Compensation of this resolution will be paid the General Fund.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
Pay increases for the Director of Public Works as discussed by City Council.

DISCUSSION:
The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: $15,000.
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to $50 per pay period

CONCLUSION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS.

ATTACHMENTS:
1. Public Works Director Reso 26

RESOLUTION 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS FOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, Abraham Campos (the "Employee") was duly appointed to the position of Director of Public Works and City Engineer pursuant to Resolution No. 18-104; and

WHEREAS, currently, the Director of Public Works/City Engineer is compensated pursuant to Resolution No. 22-81; and

WHEREAS, the City Engineer duties are no longer assigned to the Public Works Director; and

WHEREAS, this Resolution provides the compensation for the position of Public Works Director and constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Term. Resolution No. 22-81 is hereby is rescinded. The term of this Resolution shall be from January 1, 2026 through December 31, 2028.

3. Exempt Position. The Director of Public Works is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the Director of Public Works position.

4. Salary.

    a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of fifteen thousand ($15,000) per month for the administrative services rendered to the City of El Centro.

    b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment ("COLA"), calculated on the Employee's base salary as of the first full pay period in January 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

c. July 2026 COLA. Effective retroactively to the first full pay period in July 2026, the Employee will receive a 2% COLA, calculated on the Employee's base salary as of June 30, 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

d. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee's base salary as of June 30, 2027.

e. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.

5. Performance Evaluation. The Employee's anniversary date shall be July 17, 2018. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.

6. Insurance.

a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.

i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars ($200,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.

7. Retirement.

a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414(h)(2).

b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent ($619.01) towards the cost of the Employee portion of said insurance until Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.

8. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City's Personnel System and/or the Personnel Rules & Regulations ("Personnel Rules"). The Employee understands that he has no property right in his employment.

9. City’s Policies and Procedures Applicable to the Employee. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

10. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending to personal business.

    a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.

    b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.

    c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

    d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

    e. Cash Out.

        i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up to the maximum of eighty (80) hours when:

            1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

            2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

            3. If he for such reason is unable to take said vacation leave by the end of that year without triggering overtime which would be paid by the City.

        ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

        iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control,

(ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

11. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 11.

    a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.

    b. Accumulation. Sick leave hours may be accumulated without restriction.

12. Administrative Leave. The City shall provide the Employee with sixty-four (64) hours of paid administrative leave per year effective January 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of December 31 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of December 31 shall be forfeited.

13. Car Allowance. The Employee shall receive a car allowance in the amount of five hundred dollars ($500) per month. In this regard, said car allowance applies to the Employee's use of his personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of his personal vehicle on City business for vehicular travel outside of Imperial County.

14. Bilingual Pay.

    a. Effective retroactively to the first full pay period in January 2026, the Employee will be eligible to receive fifty dollars ($50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.

    b. In compliance with the CalPERS regulations and definition of “Special Compensation” (2 CCR §571), the monetary value of the bilingual pay provided in this Section 14 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of “Bilingual Premium” as set forth in Title 2 CCR, Section 571(a)(4); however, CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

15. Holidays. The Employee shall have the following paid holidays:

    a. The first (1st) day of January – New Year’s Day;

    b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3^{rd}) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19^{th}) of June – Juneteenth;

g. The fourth (4^{th}) day of July – Independence Day;

h. The first (1^{st}) Monday in September – Labor Day;

i. The eleventh (11^{th}) day of November – Veteran's Day;

j. The day following the fourth (4^{th}) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24^{th}) day of December – Christmas Eve;

l. The twenty-fifth (25^{th}) day of December – Christmas Day;

m. The thirty-first (31^{st}) day of December – New Year's Eve; and

n. The anniversary of the birth of the Employee.

When the twenty-fourth (24^{th}) day and the thirty-first (31^{st}) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24^{th} and December 31^{st}.

16. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

17. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Director of Public Works.

18. Professional Development. The City agrees to budget for and to pay for travel and subsistence expenses of the Employee for conferences and seminars that are necessary for the Employee's professional development and for the good of the City.

19. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City as the Public Works Director.

20. Employment Termination/Severance Pay.

    a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without cause. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

    b. Termination Without Cause/Severance Pay. Should the City terminate the Employee's employment without Cause, as defined under Section 20.c of this Resolution, while the Employee is willing and able to perform the duties of the Director of Public Works, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary at the last date the Employee is at work (and not on leave status) with the City times four (4) months, less taxes and applicable withholdings. This Section 20.b shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.

    c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately and the Employee shall not be entitled to severance pay. "Cause" is defined by Sections 14.4 and 18.4 of the City's Personnel Rules & Regulations.

21. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

22. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

23. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

24. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

25. Abuse of Office:

    a. Any severance pay the Employee may receive pursuant to Section 20 of this Resolution, any paid leave pending an administrative investigation, any funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. “Abuse of office or position” means either of the following:

        i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

        ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

    b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

26. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August 2026.

CITY OF EL CENTRO

By: ______________________
Michael Crankshaw, Mayor

ATTEST:

By: __________________
Norma Wyles, City Clerk

4938-0651-9744 v4
07/2026/A26-0146/MOU/DirectorPublicWorks

APPROVED AS TO FORM:
Office of the City Attorney

By_________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26-____ was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4h day of August 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By: ________________
Norma Wyles, City Clerk

I agree to the foregoing:

_____________________ Dated:
Abraham Campos

4938-0651-9744 v4
07/2026/A26-0146/MOU/DirectorPublicWorks

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-267)

Item: 12.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-267

Establishing terms and conditions of employment for the Library Director

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF LIBRARY DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

FISCAL IMPACT:
Compensation of this resolution will be paid the General Fund

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
Pay increases for the Library Director as discussed by City Council.

DISCUSSION:
The modified terms and conditions as per the attached resolution are being presented to City Council for final approval:

1. Three-year agreement, January 1, 2026 through December 31, 2028
2. Monthly Salary: $12,083.
3. 2% cost-of-living adjustment in January 2026, July 2026, July 2027 and July 2028.
4. Christmas Eve and New Year's Eve as full day holidays
5. Bilingual pay to $50 per pay period

CONCLUSION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF LIBRARY DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

ATTACHMENTS:
1. Library Director Reso 26

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF LIBRARY DIRECTOR JANUARY 1, 2026 THROUGH DECEMBER 31, 2028

WHEREAS, Carla Mason (the "Employee") was duly appointed to the position of Library Director pursuant to Resolution 23-80; and

WHEREAS, this Resolution provides the compensation and terms and conditions of employment for the position of Library Director and constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Term. Resolution No. 23-80 is hereby rescinded. The term of this Resolution is from January 1, 2026 through December 31, 2028.

3. Exempt Position. The Library Director is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Salary.

   a. Base Salary. Effective retroactively to the first full pay period in January 2026, the Employee shall receive a base salary of twelve thousand eighty-three ($12,083) per month for the administrative services rendered to the City of El Centro.

   b. January 2026 COLA. Effective retroactively to the first full pay period in January 2026, the Employee will receive a 2% Cost of Living Adjustment ("COLA"), calculated on the Employee's base salary as of the first full pay period in January 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

   c. July 2026 COLA. Effective retroactively to the first full pay period in July

2026, the Employee will receive a 2% COLA, calculated on the Employee's base salary as of June 30, 2026, and payable within four (4) pay periods following City Council adoption of this Resolution.

a. July 2027 COLA. Effective the first full pay period in July 2027, the Employee will receive a 2% COLA for fiscal year 2027/2028, calculated on the Employee's base salary as of June 2027.

b. July 2028 COLA. Effective the first full pay period in July 2028, Employee will receive a 2% COLA for fiscal year 2028/2029, calculated on the Employee's base salary as of June 30, 2028.

5. Performance Evaluation. The Employee's anniversary date shall be August 15, 2023. The Employee shall be evaluated by the City Manager on or around July 1 of each subsequent year.

6. Insurance.

a. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for her legal dependents under such program.

i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

b. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars ($200,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

c. Disability Insurance. The City shall provide short and long-term disability insurance to the Employee at City's cost.

7. Retirement.

a. CalPERS Retirement. The Employee shall be eligible to participate in the City's retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS PEPRA Retirement Formula for Miscellaneous Employees 2% @ 62. The employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under Internal Revenue Code Section 414 (h)(2).

b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City. The City shall make a payment to the Employee as follows: If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of the CalPERS) totals seventy-five (75) or greater, the City shall pay six hundred nineteen dollars and one cent ($619.01) towards the cost of the Employee portion of said insurance until the Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee's dependents at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense and the City will discontinue the payment under this Section. If the sum of the Employee's age (expressed in years and complete months) plus the "years of service credit with the City" (as reflected in the records of CalPERS) does not total seventy-five (75) or greater when Employee retires from the City, then the Employee will not be entitled to receive any payment for retiree medical benefits.

8. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. As an at-will employee, the Employee cannot contest discipline or termination from employment under the City's Personnel System and/or the Personnel Rules & Regulations ("Personnel Rules"). The Employee understands that she has no property right in her employment.

9. City's Policies and Procedures Applicable to the Employee. The Employee is subject

to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug- free workplace, etc. Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

10. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

    a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.

    b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.

    c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

    d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

    e. Cash Out.

        i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

            1. She has taken a minimum of one (1) week of vacation leave during the current fiscal year;

            2. She thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

            3. She for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

        ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

        iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

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13. Bereavement Leave.

    a. Eligibility. In the event of a death in the Employee’s immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day (eight hours) of bereavement leave upon written request to the City Manager. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee’s regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the City Manager. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

    b. Immediate Family. The Employee’s immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

    c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

14. Car Allowance. The Employee shall receive a car allowance in amount of five hundred

dollars ($500) per month. This allowance applies to the Employee's use of her personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of her personal vehicle on City business for vehicular travel outside of Imperial County.

15. Bilingual Pay.

a. Effective the first full pay period in January 2026, Employee will be eligible to receive fifty dollars ($50) per pay period upon becoming certified to use a non-English language through a City-administered exam testing language proficiency.

b. In compliance with the CalPERS regulations and definition of "Special Compensation" (2 CCR §571), the monetary value of the bilingual pay provided in this Section 15 shall be reported to CalPERS as Special Compensation. The City and the Employee agree that this bilingual pay meets the definition of "Bilingual Premium" as set forth in Title 2 CCR, Section 571(a)(4). CalPERS shall determine whether this bilingual pay qualifies as Special Compensation.

16. Holidays. The Employee shall have the following paid holidays:

a. The first (1st) day of January – New Year's Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;

g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran's Day;

j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24th) day of December – Christmas Eve;

l. The twenty-fifth (25th) day of December – Christmas Day;

m. The thirty-first (31st) day of December – New Year's Eve; and

n. The anniversary of the birth of the Employee.

When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24th and December 31st.

17. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate her full-time to fulfilling her responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her duties as Library Director.

18. Employment Termination/Severance Pay.

    a. Notice. Either the Employee or the City may terminate this Resolution and the employment relationship at any time, with or without cause. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

    b. Termination Without Cause/Severance Pay. Should the City terminate Employee's employment without Cause, as defined under Section 18.c of this Resolution, while the Employee is willing and able to perform the duties of the Library Director, then the Employee shall receive severance pay in an amount equal to the Employee's base monthly salary at the last date employee is at work (and not on leave status) with the City times four (4) months, less taxes and applicable withholdings. This Section 18.b shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.

    c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately and the Employee shall not be entitled to severance pay. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules & Regulations.

19. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

20. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

21. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

22. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

23. Abuse of Office:

   a. Any severance pay the Employee may receive pursuant to Section 18 of this Resolution, any paid leave pending an administrative investigation, any funds for the legal criminal defense of the Employee, or any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. “Abuse of office or position” means either of the following:

      i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

      ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

   b. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Sections 53243-53243.4.

24. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August 2026.

CITY OF EL CENTRO

By: ______________________
Michael Crankshaw, Mayor

ATTEST:

By: __________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By__________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26-____ was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of August 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By: ____________________
Norma Wyles, City Clerk

I agree to the foregoing:

____________________ ____________________
Carla Mason Dated

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-256)

Item: 13.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-256

Establishing terms and conditions of employment for the IVLECC Network Administrator III

CITY MANAGER'S RECOMMENDATION:
Approve Resolution No. 26- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) NETWORK ADMINISTRATOR III

FISCAL IMPACT:
There is no anticipated impact to the City's General Fund. Employment costs associated with this position will be funded through federal High Intensity Drug Trafficking Areas (HIDTA) funds. These reimbursable costs include, but are not limited to, salary, CalPERS retirement costs, fringe benefits, and other eligible employment-related expenses.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
The High Intensity Drug Trafficking Areas (HIDTA) program provides federal funding to support coordinated law enforcement efforts aimed at reducing drug trafficking and related criminal activity. HIDTA-funded positions support multi-agency coordination, intelligence sharing, investigations, and enforcement activities in areas significantly impacted by drug trafficking.

Due to the Imperial Valley's proximity to the U.S.-Mexico border and the regional impacts of cross-border drug trafficking, HIDTA-funded personnel assigned to the Imperial Valley Law Enforcement Coordination Center (IVLECC) play an important role in supporting local, state, and federal law enforcement operations.

The position of IVLECC Network Administrator III is currently supported through HIDTA funding and has been assigned under a prior fiduciary arrangement with the City of Chula Vista. HIDTA has requested that the City of El Centro serve as the fiduciary and host agency for this position moving forward. If approved, the position will transition to the City of El Centro effective September 1, 2026, will report to the El Centro Police Chief, and will continue to support IVLECC operations.

The employee will be hired as an at-will employee of the City of El Centro. Continued employment will be expressly contingent upon the availability of HIDTA funding and continued reimbursement of all eligible employment costs.

DISCUSSION:

The Imperial Valley Law Enforcement Coordination Center, commonly referred to as IVLECC, is a multi-agency law enforcement coordination center that supports intelligence, investigations, and enforcement efforts involving local, state, and federal law enforcement partners. IVLECC's work primarily focuses on drug trafficking organizations, border-related crime, and other major criminal activity affecting the region.

Through IVLECC, the City of El Centro works in coordination with agencies such as the Drug Enforcement Administration, Imperial County Sheriff's Office, Federal Bureau of Investigation, U.S. Customs and Border Protection, Homeland Security Investigations, and other local law enforcement agencies. HIDTA funding allows these agencies to coordinate regional enforcement efforts without placing the full financial burden on the City's General Fund.

Serving as the fiduciary and host agency for this HIDTA-funded position allows the City to continue supporting regional law enforcement coordination while ensuring that employment costs are reimbursed through federal HIDTA funds. The City will also receive a 10% administrative fee to offset costs associated with payroll processing, benefits administration, financial tracking, reporting, and other administrative responsibilities tied to the position.

Additionally, HIDTA will provide a separate insurance policy to cover any claims filed against HIDTA employees, further reducing the City's financial exposure associated with serving as the fiduciary and host agency.

The position will be subject to the City's employment policies and procedures, but the position's continuation will remain tied to the availability of HIDTA funding.

As it relates to compensation and benefits, the proposed employment terms are generally consistent with comparable City classifications, including Department Head or Unrepresented Management classifications, depending on the final position title and duties. The employee will serve at-will, and the employment agreement or resolution should clearly state that continued employment is dependent on the continued availability of HIDTA funding and reimbursement of all eligible employment expenses.

CONCLUSION:

Approve Resolution No. 26-   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) NETWORK ADMINISTRATOR III

ATTACHMENTS:

1. IVLECC Network Administrator III 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) NETWORK ADMINISTRATOR III

WHEREAS, Jordan Rose (the "Employee") has been duly appointed to the position of IVLECC Network Administrator III; and

WHEREAS, the Imperial Valley Law Enforcement Coordination Center (IVLECC) Network Administrator III position supports the Imperial Valley Law Enforcement Coordination Center and the San Diego/Imperial High Intensity Drug Trafficking Area (HIDTA) Program and is fully funded by the Office of National Drug Control Policy (ONDCP); and

WHEREAS, this Resolution constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council, finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Salary. Effective September 1, 2026, the Employee shall receive a base salary of one hundred forty-six thousand, six hundred thirty-two dollars with zero cents ($146,632) per year for the services rendered to the City of El Centro.

3. Exempt Position. The IVLECC Network Administrator III is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Performance Evaluation. Employee's anniversary date shall be September 1, 2026. The Employee shall be evaluated on or around each subsequent anniversary date.

5. Insurance.

    a. Life Insurance. The City shall provide term life insurance in the amount of one hundred twenty thousand dollars ($120,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

b. Disability Insurance. The City shall provide short and long-term disability insurance coverage for the Employee at City's cost.

c. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.

i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

6. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. The Employee acknowledges and agrees that as a condition of employment as the IVLECC Network Administrator III in exchange for the salary and benefits described herein, and as applicable to him, he has no right of reinstatement to any position upon termination. As an at-will employee, the Employee cannot contest discipline or a separation from employment under the City's Personnel System and/or the Personnel Rules and Regulations ("Personnel Rules"). The Employee understands that he has no property right in his employment or civil service protection. The City's right to terminate Employee pursuant to Section 14 shall not be subject to or in any way limited by the City's Personnel Rules, policies or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees.

7. Applicability of City Policies and Procedures. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between

these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

8. Retirement.

   a. CalPERS Retirement. Employee shall be eligible to participate in the City's two percent (2%) at sixty-two (62) retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under the Internal Revenue Code section 414(h)(2).

   b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.

9. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

   a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one-hundredths (6.15) hours bi-weekly.

   b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate with a maximum of two hundred forty (240) hours.

   c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the Chief of Police. Such approval shall not be unreasonably withheld.

   d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

   e. Cash out of Vacation or Annual Leave Hours:

      i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

         1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

10. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 10.

a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.

b. Accumulation. Sick leave hours may be accumulated without restriction.

11. Holidays. The Employee shall have the following paid holidays:

a. The first (1st) day of January – New Year's Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;

g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran's Day;

j. The day following the fourth (4^{th}) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24^{th}) day of December – Christmas Eve;

l. The twenty-fifth (25^{th}) day of December – Christmas Day;

m. The thirty-first (31^{st}) day of December – New Year's Eve; and

n. The anniversary of the birth of the employee.

When the twenty-fourth (24^{th}) day and the thirty-first (31^{st}) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24^{th} and December 31^{st}.

12. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the Police Chief. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the Police Chief. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

13. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as IVLECC Network Administrator III.

14. Employment Termination.

a. Notice. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

b. Automatic Termination. This Resolution and the Employee's employment with the City will automatically terminate should the federal government end the funding of the HIDTA Program or for any other reason HIDTA Program funding to the City for this IVLECC Network Administrator III position ceases. Such termination will be considered without Cause, as defined under Section 14.c.

c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules.

15. Abuse of Office.

a. Any pay received as paid leave pending an administrative investigation, as funds for the legal criminal defense of the Employee, or as any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

iii. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

16. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

17. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

18. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

19. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

20. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August, 2026.

CITY OF EL CENTRO

By___________________________________
Michael Crankshaw, Mayor

ATTEST:

By___________________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By___________________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By___________________________________
Norma Wyles, City Clerk

I agree to the foregoing:

____
Jordan Rose Date

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-258)

Item: 14.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-258

Establishing terms and conditions of employment for the IVLECC Finance Manager Resolution

CITY MANAGER'S RECOMMENDATION:

Approve Resolution No. 26-   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) FINANCE MANAGER

FISCAL IMPACT:

There is no anticipated impact to the City's General Fund. Employment costs associated with this position will be funded through federal High Intensity Drug Trafficking Areas (HIDTA) funds. These reimbursable costs include, but are not limited to, salary, CalPERS retirement costs, fringe benefits, and other eligible employment-related expenses.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

The High Intensity Drug Trafficking Areas (HIDTA) program provides federal funding to support coordinated law enforcement efforts aimed at reducing drug trafficking and related criminal activity. HIDTA-funded positions support multi-agency coordination, intelligence sharing, investigations, and enforcement activities in areas significantly impacted by drug trafficking.

Due to the Imperial Valley's proximity to the U.S.-Mexico border and the regional impacts of cross-border drug trafficking, HIDTA-funded personnel assigned to the Imperial Valley Law Enforcement Coordination Center (IVLECC) play an important role in supporting local, state, and federal law enforcement operations.

The position of SD/I Finance Manage is currently supported through HIDTA funding and has been assigned under a prior fiduciary arrangement with the City of Chula Vista. HIDTA has requested that the City of El Centro serve as the fiduciary and host agency for this position moving forward. If approved, the position will transition to the City of El Centro effective September 1, 2026, will report to the El Centro Police Chief, and will continue to support IVLECC operations.

The employee will be hired as an at-will employee of the City of El Centro. Continued employment will be expressly contingent upon the availability of HIDTA funding and continued reimbursement of all eligible employment costs.

DISCUSSION:

The Imperial Valley Law Enforcement Coordination Center, commonly referred to as IVLECC, is a multi-agency law enforcement coordination center that supports intelligence, investigations, and enforcement efforts involving local, state, and federal law enforcement partners. IVLECC's work primarily focuses on drug trafficking organizations, border-related crime, and other major criminal activity affecting the region.

Through IVLECC, the City of El Centro works in coordination with agencies such as the Drug Enforcement Administration, Imperial County Sheriff's Office, Federal Bureau of Investigation, U.S. Customs and Border Protection, Homeland Security Investigations, and other local law enforcement agencies. HIDTA funding allows these agencies to coordinate regional enforcement efforts without placing the full financial burden on the City's General Fund.

Serving as the fiduciary and host agency for this HIDTA-funded position allows the City to continue supporting regional law enforcement coordination while ensuring that employment costs are reimbursed through federal HIDTA funds. The City will also receive a 10% administrative fee to offset costs associated with payroll processing, benefits administration, financial tracking, reporting, and other administrative responsibilities tied to the position.

Additionally, HIDTA will provide a separate insurance policy to cover any claims filed against HIDTA employees, further reducing the City's financial exposure associated with serving as the fiduciary and host agency.

The position will be subject to the City's employment policies and procedures, but the position's continuation will remain tied to the availability of HIDTA funding.

As it relates to compensation and benefits, the proposed employment terms are generally consistent with comparable City classifications, including Department Head or Unrepresented Management classifications, depending on the final position title and duties. The employee will serve at-will, and the employment agreement or resolution should clearly state that continued employment is dependent on the continued availability of HIDTA funding and reimbursement of all eligible employment expenses.

CONCLUSION:

Approve Resolution No. 26- RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) FINANCE MANAGER

ATTACHMENTS:

1. IVLECC Finance Manager 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) FINANCE MANAGER

WHEREAS, Kevin Murphy (the "Employee") has been duly appointed to the position of IVLECC Finance Manager; and

WHEREAS, the Imperial Valley Law Enforcement Coordination Center (IVLECC) Finance Manager position supports the Imperial Valley Law Enforcement Coordination Center and the San Diego/Imperial High Intensity Drug Trafficking Area (HIDTA) Program and is fully funded by the Office of National Drug Control Policy (ONDCP); and

WHEREAS, this Resolution constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council , finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City; and

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Salary. Effective September 1, 2026, the Employee shall receive a base salary of one hundred eighty-five thousand, nine hundred and two dollars and zero cents ($185,902) per year for the services rendered to the City of El Centro.

3. Exempt Position. The IVLECC Finance Manager is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Performance Evaluation. Employee's anniversary date shall be September 1, 2026. The Employee shall be evaluated on or around each subsequent anniversary date.

5. Insurance.

    a. Life Insurance. The City shall provide term life insurance in the amount of one hundred twenty thousand dollars ($120,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

b. Disability Insurance. The City shall provide short and long-term disability insurance coverage for the Employee at City's cost.

c. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.

   i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

   ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

   An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

6. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. The Employee acknowledges he agrees that as a condition of employment as the IVLECC Finance Manager in exchange for the salary and benefits described herein, and as applicable to him, and has no right of reinstatement to any position upon termination. As an at-will employee, the Employee cannot contest discipline or a separation from employment under the City's Personnel System and/or the Personnel Rules and Regulations ("Personnel Rules"). The Employee understands that he has no property right in his employment or civil service protection. The City's right to terminate Employee pursuant to Section 14 shall not be subject to or in any way limited by the City's Personnel Rules, policies or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees.

7. Applicability of City Policies and Procedures. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between

these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

8. Retirement.

   a. CalPERS Retirement. Employee shall be eligible to participate in the City's two percent (2%) at fifty-five (55) retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under the IRC section 414 (h)(2).

   b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.

9. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

   a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredth (6.15) hours bi-weekly.

   b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate with a maximum of two hundred forty (240) hours.

   c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the Chief of Police. Such approval shall not be unreasonably withheld.

   d. Payment of Vacation Leave at Termination. Upon termination of employment, Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

   e. Cash out of Vacation or Annual Leave Hours:

      i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

         1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

10. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 10.

a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.

b. Accumulation. Sick leave hours may be accumulated without restriction.

11. Holidays. The Employee shall have the following paid holidays:

a. The first (1st) day of January – New Year's Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;

g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran's Day;

j. The day following the fourth (4^{th}) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24^{th}) day of December – Christmas Eve;

l. The twenty-fifth (25^{th}) day of December – Christmas Day;

m. The thirty-first (31^{st}) day of December – New Year's Eve; and

n. The anniversary of the birth of the employee.

When the twenty-fourth (24^{th}) day and the thirty-first (31^{st}) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24^{th} and December 31^{st}.

12. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the Police Chief. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the Police Chief. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

13. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as IVLECC Finance Manager.

14. Employment Termination.

a. Notice. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

b. Automatic Termination. This Resolution and the Employee's employment with the City will automatically terminate should the federal government end the funding of the HIDTA Program or for any other reason HIDTA Program funding to the City for this IVLECC Finance Manager position ceases. Such termination will be considered without Cause, as defined under Section 14.c.

c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules.

15. Abuse of Office.

a. Any pay received as paid leave pending an administrative investigation, as funds for the legal criminal defense of the Employee, or as any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

iii. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

16. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

17. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

18. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

19. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

20. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August, 2026.

CITY OF EL CENTRO

By________________________________
Michael Crankshaw, Mayor

ATTEST:

By________________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By________________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By________________________________
Norma Wyles, City Clerk

I agree to the foregoing:

____
Kevin Murphy Date

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-259)

Item: 15.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-259

Establishing terms and conditions of employment for the IVLECC Intelligence Group Supervisor Resolution

CITY MANAGER'S RECOMMENDATION:
Approve Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) INTELLIGENCE GROUP SUPERVISOR.

FISCAL IMPACT:
There is no anticipated impact to the City's General Fund. Employment costs associated with this position will be funded through federal High Intensity Drug Trafficking Areas (HIDTA) funds. These reimbursable costs include, but are not limited to, salary, CalPERS retirement costs, fringe benefits, and other eligible employment-related expenses.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:
The High Intensity Drug Trafficking Areas (HIDTA) program provides federal funding to support coordinated law enforcement efforts aimed at reducing drug trafficking and related criminal activity. HIDTA-funded positions support multi-agency coordination, intelligence sharing, investigations, and enforcement activities in areas significantly impacted by drug trafficking.

Due to the Imperial Valley's proximity to the U.S.-Mexico border and the regional impacts of cross-border drug trafficking, HIDTA-funded personnel assigned to the Imperial Valley Law Enforcement Coordination Center (IVLECC) play an important role in supporting local, state, and federal law enforcement operations.

The position of IVLECC Intelligence Group Supervisor is currently supported through HIDTA funding and has been assigned under a prior fiduciary arrangement with the City of Chula Vista. HIDTA has requested that the City of El Centro serve as the fiduciary and host agency for this position moving forward. If approved, the position will transition to the City of El Centro effective September 1, 2026, will report to the El Centro Police Chief, and will continue to support IVLECC operations.

The employee will be hired as an at-will employee of the City of El Centro. Continued employment will be expressly contingent upon the availability of HIDTA funding and continued reimbursement of all eligible employment costs.

DISCUSSION:

The Imperial Valley Law Enforcement Coordination Center, commonly referred to as IVLECC, is a multi-agency law enforcement coordination center that supports intelligence, investigations, and enforcement efforts involving local, state, and federal law enforcement partners. IVLECC's work primarily focuses on drug trafficking organizations, border-related crime, and other major criminal activity affecting the region.

Through IVLECC, the City of El Centro works in coordination with agencies such as the Drug Enforcement Administration, Imperial County Sheriff's Office, Federal Bureau of Investigation, U.S. Customs and Border Protection, Homeland Security Investigations, and other local law enforcement agencies. HIDTA funding allows these agencies to coordinate regional enforcement efforts without placing the full financial burden on the City's General Fund.

Serving as the fiduciary and host agency for this HIDTA-funded position allows the City to continue supporting regional law enforcement coordination while ensuring that employment costs are reimbursed through federal HIDTA funds. The City will also receive a 10% administrative fee to offset costs associated with payroll processing, benefits administration, financial tracking, reporting, and other administrative responsibilities tied to the position.

Additionally, HIDTA will provide a separate insurance policy to cover any claims filed against HIDTA employees, further reducing the City's financial exposure associated with serving as the fiduciary and host agency.

The position will be subject to the City's employment policies and procedures, but the position's continuation will remain tied to the availability of HIDTA funding.

As it relates to compensation and benefits, the proposed employment terms are generally consistent with comparable City classifications, including Department Head or Unrepresented Management classifications, depending on the final position title and duties. The employee will serve at-will, and the employment agreement or resolution should clearly state that continued employment is dependent on the continued availability of HIDTA funding and reimbursement of all eligible employment expenses.

CONCLUSION:

Approve Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) INTELLIGENCE GROUP SUPERVISOR

ATTACHMENTS:

1. IVLECC Intelligence Group Supervisor 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) INTELLIGENCE GROUP SUPERVISOR

WHEREAS, Nicholas Singh (the “Employee”) has been duly appointed to the position of IVLECC Intelligence Group Supervisor; and

WHEREAS, the Imperial Valley Law Enforcement Coordination Center (IVLECC) Intelligence Group Supervisor position supports the Imperial Valley Law Enforcement Coordination Center and the San Diego/Imperial High Intensity Drug Trafficking Area (HIDTA) Program and is fully funded by the Office of National Drug Control Policy (ONDCP); and

WHEREAS, this Resolution constitutes a contract of employment between the Employee and the City of El Centro (the “City”) and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the “City Council”); and

WHEREAS, in light of the foregoing facts, the City Council , finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Salary. Effective September1, 2026, the Employee shall receive a base salary of one hundred forty-six thousand, six hundred thirty-two dollars and zero cents ($146,632) per year for the services rendered to the City of El Centro.

3. Exempt Position. The IVLECC Intelligence Group Supervisor is an at-will, Fair Labor Standards Act (“FLSA”) exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Performance Evaluation. Employee’s anniversary date shall be September 1, 2026. The Employee shall be evaluated on or around each subsequent anniversary date.

5. Insurance.

    a. Life Insurance. The City shall provide term life insurance in the amount of one hundred twenty thousand dollars ($120,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City’s contract with the Life Insurance Administrator.

b. Disability Insurance. The City shall provide short and long-term disability insurance coverage for the Employee at City's cost.

c. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.

i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

6. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. The Employee acknowledges and agrees that as a condition of employment as the IVLECC Intelligence Group Supervisor in exchange for the salary and benefits described herein, and as applicable to him, he has no right of reinstatement to any position upon termination. As an at-will employee, the Employee cannot contest discipline or a separation from employment under the City's Personnel System and/or the Personnel Rules and Regulations ("Personnel Rules"). The Employee understands that he has no property right in his employment or civil service protection. The City's right to terminate Employee pursuant to Section 14 shall not be subject to or in any way limited by the City's Personnel Rules, policies or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees.

7. Applicability of City Policies and Procedures. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between

these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

8. Retirement.

   a. CalPERS Retirement. Employee shall be eligible to participate in the City's two percent (2%) at sixty-two (62) retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under the Internal Revenue Code section 414(h)(2).

   b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.

9. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

   a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredth (6.15) hours bi-weekly.

   b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate with a maximum of two hundred forty (240) hours.

   c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the Chief of Police. Such approval shall not be unreasonably withheld.

   d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

   e. Cash out of Vacation or Annual Leave Hours:

      i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

         1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

10. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 10.

a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.

b. Accumulation. Sick leave hours may be accumulated without restriction.

11. Holidays. The Employee shall have the following paid holidays:

a. The first (1^{st}) day of January – New Year's Day;

b. The third (3^{rd}) Monday in January – Martin Luther King, Jr. Day;

c. The third (3^{rd}) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19^{th}) of June – Juneteenth;

g. The fourth (4^{th}) day of July – Independence Day;

h. The first (1^{st}) Monday in September – Labor Day;

i. The eleventh (11^{th}) day of November – Veteran's Day;

j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24th) day of December – Christmas Eve;

l. The twenty-fifth (25th) day of December – Christmas Day;

m. The thirty-first (31st) day of December – New Year's Eve; and

n. The anniversary of the birth of the employee.

When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24th and December 31st.

12. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the Police Chief. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the Police Chief. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

13. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as IVLECC Intelligence Group Supervisor.

14. Employment Termination.

a. Notice. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

b. Automatic Termination. This Resolution and the Employee's employment with the City will automatically terminate should the federal government end the funding of the HIDTA Program or for any other reason HIDTA Program funding to the City for this IVLECC Intelligence Group Supervisor position ceases. Such termination will be considered without Cause, as defined under Section 14.c.

c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules.

15. Abuse of Office.

a. Any pay received as paid leave pending an administrative investigation, as funds for the legal criminal defense of the Employee, or as any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position. "Abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

iii. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

16. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

17. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

18. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

19. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

20. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August, 2026.

CITY OF EL CENTRO

By______________________________
Michael Crankshaw, Mayor

ATTEST:

By______________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By______________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By______________________________
Norma Wyles, City Clerk

I agree to the foregoing:

____
Nicholas Singh Date

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-260)

Item: 16.
Meeting: 8/4/2026 2:30 PM
Department: Human Resources
Category: Resolution
Prepared by: Dulce Bedolla, Human Resource Director
Department Head: Dulce Bedolla
DOC ID: 2026-260

Establishing terms and conditions of employment for the IVLECC Deputy Director Resolution

CITY MANAGER'S RECOMMENDATION:

Approve Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) DEPUTY DIRECTOR

FISCAL IMPACT:

There is no anticipated impact to the City's General Fund. Employment costs associated with this position will be funded through federal High Intensity Drug Trafficking Areas (HIDTA) funds. These reimbursable costs include, but are not limited to, salary, CalPERS retirement costs, fringe benefits, and other eligible employment-related expenses.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

Financial & Governance Stability & Sustainability

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:

BACKGROUND:

The High Intensity Drug Trafficking Areas (HIDTA) program provides federal funding to support coordinated law enforcement efforts aimed at reducing drug trafficking and related criminal activity. HIDTA-funded positions support multi-agency coordination, intelligence sharing, investigations, and enforcement activities in areas significantly impacted by drug trafficking.

Due to the Imperial Valley's proximity to the U.S.-Mexico border and the regional impacts of cross-border drug trafficking, HIDTA-funded personnel assigned to the Imperial Valley Law Enforcement Coordination Center (IVLECC) play an important role in supporting local, state, and federal law enforcement operations.

The position of IVLECC Deputy Director is currently supported through HIDTA funding and has been assigned under a prior fiduciary arrangement with the City of Chula Vista. HIDTA has requested that the City of El Centro serve as the fiduciary and host agency for this position moving forward. If approved, the position will transition to the City of El Centro effective September 1, 2026, will report to the El Centro Police Chief, and will continue to support IVLECC operations.

The employee will be hired as an at-will employee of the City of El Centro. Continued employment will be expressly contingent upon the availability of HIDTA funding and continued reimbursement of all eligible employment costs.

DISCUSSION:

The Imperial Valley Law Enforcement Coordination Center, commonly referred to as IVLECC, is a multi-agency law enforcement coordination center that supports intelligence, investigations, and enforcement efforts involving local, state, and federal law enforcement partners. IVLECC's work primarily focuses on drug trafficking organizations, border-related crime, and other major criminal activity affecting the region.

Through IVLECC, the City of El Centro works in coordination with agencies such as the Drug Enforcement Administration, Imperial County Sheriff's Office, Federal Bureau of Investigation, U.S. Customs and Border Protection, Homeland Security Investigations, and other local law enforcement agencies. HIDTA funding allows these agencies to coordinate regional enforcement efforts without placing the full financial burden on the City's General Fund.

Serving as the fiduciary and host agency for this HIDTA-funded position allows the City to continue supporting regional law enforcement coordination while ensuring that employment costs are reimbursed through federal HIDTA funds. The City will also receive a 10% administrative fee to offset costs associated with payroll processing, benefits administration, financial tracking, reporting, and other administrative responsibilities tied to the position.

Additionally, HIDTA will provide a separate insurance policy to cover any claims filed against HIDTA employees, further reducing the City's financial exposure associated with serving as the fiduciary and host agency.

The position will be subject to the City's employment policies and procedures, but the position's continuation will remain tied to the availability of HIDTA funding.

As it relates to compensation and benefits, the proposed employment terms are generally consistent with comparable City classifications, including Department Head or Unrepresented Management classifications, depending on the final position title and duties. The employee will serve at-will, and the employment agreement or resolution should clearly state that continued employment is dependent on the continued availability of HIDTA funding and reimbursement of all eligible employment expenses.

CONCLUSION:

Approve Resolution No. 26-   , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) DEPUTY DIRECTOR

ATTACHMENTS:

1. IVLECC Deputy Director 26

RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE POSITION OF IMPERIAL VALLEY LAW ENFORCEMENT COORDINATION CENTER (IVLECC) DEPUTY DIRECTOR

WHEREAS, Michelle Lopez (the "Employee") has been duly appointed to the position of IVLECC Deputy Director; and

WHEREAS, the Imperial Valley Law Enforcement Coordination Center (IVLECC) Deputy Director position supports the Imperial Valley Law Enforcement Coordination Center and the San Diego/Imperial High Intensity Drug Trafficking Area (HIDTA) Program and is fully funded by the Office of National Drug Control Policy (ONDCP); and

WHEREAS, this Resolution constitutes a contract of employment between the Employee and the City of El Centro (the "City") and is approved and adopted at an open session regular meeting of the City Council of the City of El Centro, California (the "City Council"); and

WHEREAS, in light of the foregoing facts, the City Council, finds that the adoption of this Resolution establishing the terms and conditions of employment for the Employee is in the best interest of the City.

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

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. Salary. Effective September 1, 2026, the Employee shall receive a base salary of one hundred seventy-eight thousand, two hundred and twenty-six dollars and zero cents ($178,226) per year for the services rendered to the City of El Centro.

3. Exempt Position. The IVLECC Deputy Director is an at-will, Fair Labor Standards Act ("FLSA") exempt position and therefore not eligible to earn overtime wages. The Employee is expected to work as many hours per day as necessary to fulfill the responsibilities of the position.

4. Performance Evaluation. Employee's anniversary date shall be September 1, 2026. The Employee shall be evaluated on or around each subsequent anniversary date.

5. Insurance.

    a. Life Insurance. The City shall provide term life insurance in the amount of one hundred twenty thousand dollars ($120,000) up to the age of seventy (70). If the Employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

b. Disability Insurance. The City shall provide short and long-term disability insurance coverage for the Employee at City's cost.

c. Medical Insurance. The Employee will be eligible for the City's comprehensive major medical, dental, and vision care insurance program on the same terms and conditions offered to current employees of the City. The Employee may obtain coverage for his legal dependents under such program.

   i. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to $754.56 per month
Spouse:	Up to $1,155.19 per month
Child(ren):	Up to $1,094.45 per month
Spouse & Children:	Up to $1,475.52 per month

   ii. Future Contributions. The City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.

   An employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

6. At-Will Employment Status. The Employee's employment with the City pursuant to this Resolution is at-will and the Employee serves at the pleasure of the City Manager. The Employee acknowledges and agrees that as a condition of employment as the IVLECC Deputy Director in exchange for the salary and benefits described herein, and as applicable to him, he has no right of reinstatement to any position upon termination. As an at-will employee, the Employee cannot contest discipline or a separation from employment under the City's Personnel System and/or the Personnel Rules and Regulations ("Personnel Rules"). The Employee understands that he has no property right in her employment or civil service protection. The City's right to terminate Employee pursuant to Section 14 shall not be subject to or in any way limited by the City's Personnel Rules, policies or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees.

7. Applicability of City Policies and Procedures. The Employee is subject to the provisions of the Personnel Rules including but not limited to, those related to safety, discrimination, harassment, drug-free workplace, etc. Should any conflict or inconsistency exist between

these terms and conditions of employment and anything contained in the Personnel Rules, the terms and conditions of employment set forth in this Resolution shall prevail.

8. Retirement.

   a. CalPERS Retirement. Employee shall be eligible to participate in the City's two percent (2%) at fifty-five (55) retirement plan with the California Public Employees' Retirement System ("CalPERS"). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. The Employee shall pay one hundred percent (100%) of the employee contribution amount as determined by CalPERS. The Employee's contributions will be paid pre-tax under the Internal Revenue Code section 414 (h)(2).

   b. Retiree Insurance. Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program offered to the current employees of the City at the Employee's expense. At age sixty-five (65), the Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.

9. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending personal business.

   a. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredth (6.15) hours bi-weekly.

   b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate with a maximum of two hundred forty (240) hours.

   c. Scheduling. The Employee's requests to take vacation leave must have the prior approval of the Chief of Police. Such approval shall not be unreasonably withheld.

   d. Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's then-current rate of pay.

   e. Cash out of Vacation or Annual Leave Hours:

      i. Prior to the end of December of each year, the Employee may irrevocably elect to cash out in the following calendar year only the amount of the denied vacation leave hours accrued at the time of the payout, up the maximum of eighty (80) hours when:

         1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of the City and/or the Employee; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

ii. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under CalPERS and is not part of the regular rate of pay.

iii. Hardship. The Employee may cash out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need. Hardship cash outs are limited to one cash out per year.

10. Sick Leave. The Employee shall accrue sick leave pursuant to this Section 10.

a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.

b. Accumulation. Sick leave hours may be accumulated without restriction.

11. Holidays. Employee shall have the following paid holidays:

a. The first (1st) day of January – New Year's Day;

b. The third (3rd) Monday in January – Martin Luther King, Jr. Day;

c. The third (3rd) Monday in February – President's Day;

d. One-half (0.5) day on the afternoon of the Friday before Easter – Good Friday;

e. The last Monday of May – Memorial Day;

f. The nineteenth (19th) of June – Juneteenth;

g. The fourth (4th) day of July – Independence Day;

h. The first (1st) Monday in September – Labor Day;

i. The eleventh (11th) day of November – Veteran's Day;

j. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;

k. The twenty-fourth (24th) day of December – Christmas Eve;

l. The twenty-fifth (25th) day of December – Christmas Day;

m. The thirty-first (31st) day of December – New Year's Eve; and

n. The anniversary of the birth of the employee.

When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each holiday shall be taken on the Friday preceding December 24th and December 31st.

12. Bereavement Leave.

a. Eligibility. In the event of a death in the Employee's immediate family, the Employee shall be eligible for a leave of absence for up to five (5) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted an additional day (eight hours) of bereavement leave upon written request to the Police Chief. During such leave, the Employee shall be paid his/her regular base pay for three (3) days based on the Employee's regularly scheduled work hours on those days; provided, however, that prior written approval for the use of such leave is obtained from the Police Chief. The Employee is entitled to, but is not required to, use vacation, personal leave, accrued and available sick leave or annual leave for the unpaid bereavement leave under this Section.

b. Immediate Family. The Employee's immediate family shall be defined as: spouse, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation. Documentation of the date and location of the funeral and the date of burial or memorial service shall be furnished by the Employee upon request of the City.

13. Full-Time Commitment. During the term of this Resolution, the Employee shall dedicate her full-time to fulfilling her responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her duties as IVLECC Deputy Director.

14. Employment Termination.

a. Notice. The employment of the Employee shall terminate upon written notice by either party to the other. Unless otherwise provided by this Resolution, the Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as may be required by law.

b. Automatic Termination. This Resolution and the Employee's employment with the City will automatically terminate should the federal government end the funding of the HIDTA Program or for any other reason HIDTA Program funding to the City for this IVLECC Deputy Director position ceases. Such termination will be considered without Cause, as defined under Section 14.c.

c. Termination for Cause. Should the City terminate the Employee's employment with Cause, this Resolution and the Employee's employment with the City shall terminate immediately. "Cause" is defined by Sections 14.4 and 18.4 of the Personnel Rules.

15. Abuse of Office.

a. Any pay received as paid leave pending an administrative investigation, as funds for the legal criminal defense of the Employee, or as any cash settlement related to the termination of the Employee shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position. "Abuse of office or position" means either of the following:

i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

ii. A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

iii. Nothing in this Section entitles the Employee to any of the above-mentioned payments described in this Section. This Section shall be interpreted to comply with the requirements set forth in Government Code Section 53243-53243.4.

16. Severability. If any of the provisions of this Resolution are held to be illegal, invalid or unenforceable in any respect, the remainder of this Resolution and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

17. Assignment. The rights and obligations of the respective parties hereto under this Resolution shall inure to the benefit and shall be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Resolution shall not be assignable by either party without prior written consent of the other party. Any attempted assignment is void.

18. Governing Law. This Resolution shall be governed by the laws of the State of California, and any litigation concerning this Resolution shall be filed and maintained in the State of California, County of Imperial.

19. Attorney's Fees/Costs. The City and the Employee shall each bear their own attorney's fees or costs associated with litigation concerning this Resolution.

20. Complete Agreement and Waiver. This Resolution constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this Resolution shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of August, 2026.

CITY OF EL CENTRO

By__________________________________
Michael Crankshaw, Mayor

ATTEST:

By__________________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By__________________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of August, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By__________________________________
Norma Wyles, City Clerk

I agree to the foregoing:

____
Michelle Lopez Date

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-257)

Item: 17.
Meeting: 8/4/2026 2:30 PM
Department: Community Services
Category: Presentation
Prepared by: Adriana Nava,
Community Services Director
Department Head: Adriana Nava
DOC ID: 2026-257

Approval of Special Events Budget for FY 26/27.

CITY MANAGER'S RECOMMENDATION:
Approval of Special Events Budget for FY 26/27.

FISCAL IMPACT:
A total of 15 events are recommended for approval, with an estimated cost of $276,000. Staff recommends allocating $149,400 from Measure P for supplies and services and funding the remaining $126,600 in salary costs through the General Fund.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Recreation & Lifelong Learning
Economic Opportunity
City Beautification, Engagement & Civic Pride

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Not Applicable

BACKGROUND:
The Community Services Department - Parks and Recreation Division hosts a variety of Special Events throughout the year that provide recreational, cultural, and community engagement opportunities for residents and visitors. These events vary in size and complexity and require coordinated planning, staffing, and interdepartmental support to ensure they are conducted safely and successfully.

DISCUSSION:
The proposed FY 2026/27 event schedule includes 15 events recommended for approval at a total estimated cost of $276,000. Of this amount, $149,400 is allocated for supplies and services, proposed to be funded through Measure P, and $126,600 is allocated for salaries, proposed to be funded through the General Fund. A table outlining the events and costs is attached hereto for reference.

Three additional events—SLAM Fest, Día de los Muertos, and the Art Walk Event—are proposed to be supported through other funding sources at a combined cost of $31,000. Staff is also proposing the cancellation of six existing events with combined estimated costs of $130,300.

CONCLUSION:
Staff recommends approval of the Special Events Budget for FY 26/27.

ATTACHMENTS:

1. Special Events for FY26-27

Events Recommended for FY 26/27

	Month/Year	Event Name	Location	Supplies & Services	Salaries
1	Sept. 18, 2026	Viva La Fiesta! (formerly El Grito)	Bucklin Park	$ 25,000.00	$ 20,000.00
2	Oct. 2026	Fire Station Open House	Fire Station #3	$ 1,200.00	$ 4,000.00
3	Oct. 2026	Senior Appreciation Day	Dr. MLK Sports Pavilion	$ 6,000.00	$ -
4	Oct. 2026	Floating Pumpkin Patch	Aquatic Center	$ 10,000.00	$ -
5	Nov. 2026	Veterans Day/250th Celebration	TBD	$ 30,000.00	$ 20,000.00
6	Dec. 2026	Christmas Tree Lighting	Fire Station #3	$ 25,000.00	$ 20,000.00
7	Dec. 2026	Christmas Parade	Main/8th Streets	$ 6,000.00	$ 10,000.00
8	Jan. 2027	Mardi Gras Parade/Coronation	Main Street	$ 25,000.00	$ 28,000.00
9	Mar. 2027	Vietnam Veterans Day	Bucklin Park	$ 100.00	$ 300.00
10	Apr. 2027	Floating Egg Hunt	Aquatic Center	$ 3,500.00	$ 1,000.00
11	Apr. 2027	Children's Fair (Parks Staff Only)	Bucklin Park	$ 1,000.00	$ 3,000.00
12	May 2027	Ice Cream Social	Town Square	$ 7,000.00	$ 15,000.00
13	May 2027	Memorial Day	Bucklin Park	$ 100.00	$ 300.00
14	Jun. 2027	Summer Kickoff Pool Party	Aquatic Center	$ 3,500.00	$ 1,000.00
15	Jul. 2027	4th of July Pool Party	Aquatic Center	$ 6,000.00	$ 4,000.00
				$ 149,400.00	**$ 126,600.00**
			Total	**$ 276,000.00**	

Events Proposed from Other Funding Sources

1	Nov. 2026	SLAM Fest	Skate Park	$ 2,000.00	$ 2,000.00
2	Nov. 2026	Dia de los Muertos	Downtown/Clean California	$ 7,000.00	$ 10,000.00
3	Jan. 2027	Art Walk Event (Murals)	Downtown/Clean California	$ 5,000.00	$ 5,000.00
				$ 14,000.00	**$ 17,000.00**

Events to be Canceled

1	Sept. 2026	Flavors Without Borders	IV Mall	$ 7,000.00	$ 10,000.00
2	Sept. 2026	Ice Cream Social	Town Square	$ 7,000.00	$ 15,000.00
3	Oct. 2026	Trunk or Treat	Stark Field	$ 20,000.00	$ 15,000.00
4	Jan. 2027	Mardi Gras Coronation	City Hall	$ 3,000.00	$ 1,300.00
5	Mar. 2027	Easter Egg Hunt	Bucklin Park	$ 15,000.00	$ 10,000.00
6	Various	Market Days (3 Events)	Downtown	$ 12,000.00	$ 15,000.00
				$ 64,000.00	**$ 66,300.00**

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-270)

Item: 18.
Meeting: 8/4/2026 2:30 PM
Department: Community Services
Category: Resolution
Prepared by: Adriana Nava, Community Services Director
Department Head: Adriana Nava
DOC ID: 2026-270

Authorize Approval of Submittal of A Grant Application for the California Strategic Growth Council Community Resilience Centers Program Implementation Grant

CITY MANAGER'S RECOMMENDATION:
Adopt Resolution No. 26- , RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS PROGRAM IMPLEMENTATION GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION, GRANT, AND RELATED DOCUMENTS.

FISCAL IMPACT:
The City will be requesting grant funds in the maximum amount of $10,000,000.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
Not applicable.

BACKGROUND:
The California Strategic Growth Council (SGC) administers the Community Resilience Centers (CRC) Program, which provides funding for the construction and retrofit of facilities that improve community resilience to climate-related emergencies and public health events. Through the Climate Bond (Proposition 4), approximately $55 million has been made available statewide for Round 2 Implementation Grants, with individual awards ranging from $1 million to $10 million.

The City of El Centro is evaluating the development of a Community Resilience Campus within the downtown area consisting of two complimentary facilities: a Neighborhood Fire Station and a Community Resilience Center. Together, these facilities would enhance emergency response capabilities while providing a publicly accessible neighborhood resilience center capable of supporting residents during emergencies and offering year-round community programming.

DISCUSSION:
The proposed Community Resilience Campus is designed to integrate emergency response infrastructure with community-serving facilities that strengthen neighborhood resilience. The project would include two separate buildings located on a single site, as follows:

Neighborhood Fire Station

The Neighborhood Fire Station would improve emergency response capabilities within Downtown El Centro by providing strategically located fire protection, emergency medical response, and disaster response operations. During emergency activations, Fire Department personnel would coordinate response efforts and support operations at the adjacent Community Resilience Center.

Community Resilience Center
The Community Resilience Center would serve as the public-facing component of the campus and would operate year-round as a neighborhood resource. During emergencies, the facility would function as an emergency shelter, cooling center, clean-air refuge, emergency communications center, and resource distribution hub. During non-emergency periods, the building would provide community meeting space, emergency preparedness education, workforce development opportunities, health and wellness programming, and other resilience-focused services.

The proposed downtown location consists of the south-east corner of 6th Street and State Street (formerly Mayan Hotel and Public Library). The parcel numbers are as follows: 053-191-001, 053-191-002, 053-191-003, and 053-191-004. The entire project location consists of 63,000 Square Feet or Approximately 1.446 Acres. This location is ideal for the project due to proximity to residential neighborhoods, public transportation, civic facilities, healthcare services, schools, and other community resources. The project also complements the City's ongoing investments in downtown revitalization and public infrastructure while serving an area that experiences significant impacts from extreme heat and other climate-related events.

Staff proposes submitting an application requesting $10 million, the maximum award amount available under the CRC Implementation Grant Program, to fund the planning, design, and construction of the Community Resilience Campus. The grant application is due September 25, 2026 and award announcements are anticipated Spring 2027.

CONCLUSION:
The proposed Community Resilience Campus represents an opportunity to leverage state funding to develop a transformative public safety and community resilience project in Downtown El Centro. By constructing both a Neighborhood Fire Station and separate Community Resilience Center on a shared campus, the City will improve emergency response capabilities while creating a year-round community resource capable of protecting residents during extreme heat, power outages, poor air quality events, and other emergencies.

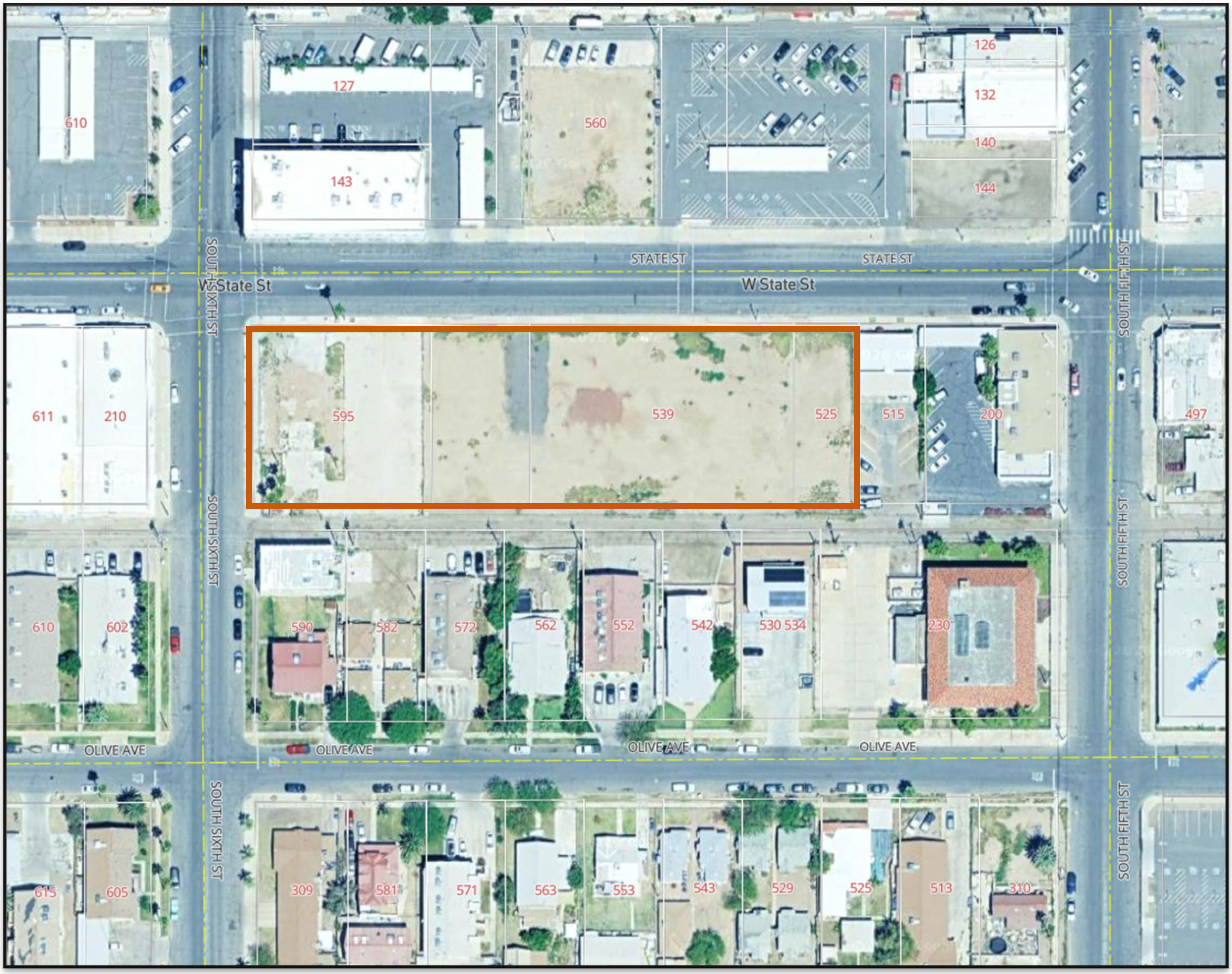
If awarded, the project would strengthen public safety, increase community preparedness, support vulnerable populations, and further the City's long-term vision for a resilient and revitalized downtown. Approval of the recommended action will authorize staff to submit an application requesting $10 million in grant funding and continue to developing partnerships necessary to maximize the City's opportunity for a successful award.

Staff recommends adoption of Resolution No. 26-_____, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS PROGRAM IMPLEMENTATION GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION, GRANT, AND RELATED DOCUMENTS.

ATTACHMENTS:

1. Project Location Map
2. Resolution_CRC Grant

PROJECT LOCATION MAP



RESOLUTION NO. 26-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE CALIFORNIA STRATEGIC GROWTH COUNCIL COMMUNITY RESILIENCE CENTERS PROGRAM IMPLEMENTATION GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICATION, GRANT, AND RELATED DOCUMENTS

WHEREAS, the California Strategic Growth Council ("SGC") has announced the availability of funding through the Community Resilience Centers ("CRC") Program to support the planning and development of community resilience centers that improve emergency preparedness, climate resilience, and year-round community services; and

WHEREAS, the City of El Centro ("City") recognizes the importance of strengthening community resilience, supporting vulnerable populations, improving emergency preparedness, and enhancing partnerships among public agencies, nonprofit organizations, and community stakeholders; and

WHEREAS, the City desires to submit an application for funding under the California Strategic Growth Council's Community Resilience Centers Program to develop a CRC that will enhance emergency preparedness, increase resilience to climate-related hazards, and provide year-round services, programs, and resources that improve the health, safety, and well-being of the community before, during, and after emergency events; and

WHEREAS, the SGC has made approximately $50 million available for Community Resilience Centers Program awards grant funding of up to $10 million each; and

WHEREAS, submission of an application requires authorization by the governing body designating an official representative to execute all documents necessary to apply for and administer the grant, if awarded.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing recitals are true, correct and incorporated fully herein as findings.

2. The City Council hereby authorizes the submission of an application to the California Strategic Growth Council for funding through the Community Resilience Centers Program.

3. The City Manager, or his designee, is hereby authorized and directed to execute and submit the grant application and any amendments thereto.

4. If the grant is awarded, the City Manager, or his designee, is authorized to execute the grant agreement and all related documents necessary for the acceptance, administration, and implementation, and closeout of the grant.

5. This Resolution shall take effect immediately upon its adoption.

PASSED and adopted at a regular meeting of the City Council of the City of El Centro, California, held on the day of 2026.

CITY OF EL CENTRO

By: ___________________________
Michael Crankshaw, Mayor

ATTEST:

By _________________________
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By __________________________
Joanna Hoff, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 26- was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California held on the day of 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

By ________________________
Norma Wyles, City Clerk

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-168)

Item: 19.
Meeting: 8/4/2026 2:30 PM
Department: City Clerk
Category: Action Item
Prepared by: Norma Wyles, City Clerk
Department Head: Michael Crankshaw
DOC ID: 2026-168

Discussion and any necessary action regarding the appointment of a voting delegate and alternate(s) for the League of California Cities Annual Conference and Expo - September 23-25, 2026, Anaheim, CA.

CITY MANAGER'S RECOMMENDATION:
Mayor's Recommendation: Appointment of voting delegate and alternate(s) in order to vote at the Annual Business Meeting.

FISCAL IMPACT:
No fiscal impact to serve as a voting delagate of alternate.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/A

BACKGROUND:
The League's 2026 Annual Conference is scheduled for September 23–25, 2026, in Anaheim, CA. An important part of the Annual Conference is the Annual Business Meeting (during the General Assembly), scheduled for Friday, September 25, 2026, at the Anaheim Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League Policy.

DISCUSSION:

CONCLUSION:
Appoint a delegate and alternate(s) in order to vote at the Annual Business Meeting.

ATTACHMENTS:
1. Designation of Voting Delegates and Alternates

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: **Wednesday, May 13, 2026**

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

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

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

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

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

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

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

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

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

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

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

Please view Cal Cities' event and meeting policy in advance of the conference.

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

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

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

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

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

Attachments:

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

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

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

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

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

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

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

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

Who's who

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

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

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

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

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

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City Council of the City of El Centro
1275 W. Main Street
El Centro, CA 92243
SUBMITTED
ACTION ITEM (ID # 2026-234)

Item: 20.

Meeting: 8/4/2026 2:30 PM
Department: Public Works
Category: Informational Items
Prepared by: Elizabeth Zarate, Analyst
Department Head: Abraham Campos
DOC ID: 2026-234

Update Emergency Declaration - WWTP Bar Screen Failure

CITY MANAGER'S RECOMMENDATION:
Informational Item only

FISCAL IMPACT:
No impact to the General Fund. Project is funded by the wastewater enterprise working capital. Estimated cost are about $800,000.00.

STRATEGIC PLANNING PROGRAM 2022-2027 RELATION:
Environmental Sustainability & Infrastructure

DUE DILIGENCE CHECK FOR CONTRACTORS/CONSULTANTS: DID THE DEPARTMENT VERIFY CURRENT EL CENTRO BUSINESS LICENSE, CONTRACTOR'S LICENSE, REFERENCE CHECKS, INSURANCE, ETC.:
N/a

BACKGROUND:
The first piece of equipment that receives incoming sewer flow. The purpose of the screen is to remove inorganic materials (plastics, debris, etc.) from the wastewater stream before it enters the treatment process and to divert these materials for disposal at a landfill. The trash bar failed on January 20, 2026, Council approved a local emergency resolution to allow the repairs to proceed quickly.

DISCUSSION:
Staff has obtained quotes from the equipment supplier and has placed the order. At the May 5th Council Meeting, two agreements were approved. Notice to Proceed was issued for Cholla Construction on June 15, 2026 and they have begun mobilization on repairs to the Bar Screen at the WWTP. Parkson's agreement for the equipment has been issued a Notice to Proceed on June 15, 2026 and equipment is being designed.

CONCLUSION:
Informational item only.

ATTACHMENTS:
None