MAYOR MARY MENDOZA
VICE MAYOR MARY SOLORIO
COUNCILMEMBER JOEL FAJARDO
COUNCILMEMBER VICTORIA GARCIA
COUNCILMEMBER PATTY LOPEZ

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
TUESDAY, SEPTEMBER 2, 2025

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at **cityclerk@sfcity.org** at least 2 business days prior to the meeting.

CALL TO ORDER - SPECIAL MEETING **5:15 P.M. (CLOSED SESSION)**

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

There will be a three (3) minute limitation for each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

RECESS TO CLOSED SESSION

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYMENT/EMPLOYEE APPOINTMENT:

Title: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: **https://www.youtube.com/c/CityOfSanFernando**

SUBMIT PUBLIC COMMENT IN PERSON

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL

Members of the public may submit comments **by email** to **cityclerk@sfcity.org** no later than **12:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council and made part of the official public record of the meeting.

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833
Meeting ID: 833 6022 0211
Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio disabled, until it is your turn to speak and limited to three minutes.

CALL TO ORDER - REGULAR MEETING **6:00 P.M. (OPEN SESSION)**

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATIONS

A. INFORMATIONAL PRESENTATION FROM METROPOLITAN WATER DISTRICT CHAIR ADAN ORTEGA

B. ANNUAL PROCLAMATION
- NATIONAL HISPANIC HERITAGE MONTH – SEPTEMBER 15, 2025 TO OCTOBER 15, 2025

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

Members of the public **may provide comments in person in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

Members of the public may submit comments by email to **cityclerk@sfcity.org** no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

Members of the public may provide **a live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

a. June 2, 2025 – Special & Regular CC Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 25-091 approving the Warrant Register.

3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES

Recommend that the City Council receive and file the status report for FY 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH ALZHEIMER'S LOS ANGELES TO PROVIDE EDUCATION AND RESOURCES RELATED TO ALZHEIMER'S DISEASE AND OTHER DEMENTIAS

Recommend that the City Council:

a. Approve a Memorandum of Understanding with Alzheimer's Los Angeles (Contract No. 2422) to provide education and resources related to Alzheimer's Disease and other dementias; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

5) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE LANGUAGE PROS FOR LANGUAGE SERVICES

Recommend that the City Council:

a. Approve a First Amendment to the Professional Services Agreement with The Language Pros (Contract No. 2328(a)) to increase the compensation up to $40,000 per fiscal year, and extend the term to June 30, 2026, with an option to extend for four one-year terms; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the amendment and all related documents.

6) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL ALCOHOL POLICING PARTNERSHIP GRANT FUNDS TO SUPPORT THE SAN FERNANDO POLICE DEPARTMENT'S UNDER-AGE ALCOHOL PURCHASE PREVENTION PROGRAM, AND ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS FOR FISCAL YEAR 2025-2026 ADOPTED BUDGET

Recommend that the City Council:

a. Adopt Resolution No. 8407 authorizing the City Manager to execute Standard Agreement No. 25-APP40 (Contract No. 2423), accepting Department of Alcoholic Beverage Control Alcohol Policing Partnership Grant Funds in the amount of $75,000, to support the San Fernando Police Department's under-age alcohol purchase prevention program aimed to reduce underage drinking, reduce youth access to alcoholic beverages through the education of alcohol licensees, and enforcement intervention; and

b. Adopt Resolution No. 8408 amending the budget for Fiscal Year 2025-2026 to appropriate the grant revenues and expenses.

7) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO CIVILTEC ENGINEERING INC. FOR ENGINEERING DESIGN SERVICES OF WELL 2A NITRATE TREATMENT SYSTEM

Recommend that the City Council:

a. Award a Professional Services Agreement to Civiltec Engineering Inc. (Contract No. 2424) in amount not to exceed $378,390, to provide Professional Engineering Design Services for the Development of a new Well 2A Nitrate Treatment System;

b. Authorize the City Manager to approve a contingency up to an amount not to exceed 15% of the contract price for any unforeseen conditions or change in work related to the contract; and

c. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement.

8) CONSIDERATION TO APPROVE A THIRD AMENDMENT TO A CONTRACT SERVICES AGREEMENT WITH ENVIROGEN TECHNOLOGIES, INC. FOR A PROPRIETARY ION EXCHANGE NITRATE REMOVAL TREATMENT SYSTEM AT CITY'S GROUNDWATER WELL 2A

Recommend that the City Council:

a. Approve a Third Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Contract No. 1920(d)) in an amount not-to-exceed the aggregate sum of $2,600,000, for the purchase of a proprietary 2,000 gallons per minute Ion Exchange Nitrate Removal System at Well 2A;

b. Approve, as authorized under San Fernando Municipal Code Sections 2-804, 2-801(a)(1) and 2-801(b) of the San Fernando purchasing ordinance, to waive formal purchasing requirements to purchase special equipment and/or sole source purchases needed to be compatible with existing equipment to perform complex or unique functions; and

c. Authorize the City Manager, or designee, to execute the Amendment, subject to any non-substantive corrections or clarifications in consultation with the City Attorney.

9) CONSIDERATION TO APPROVE THE CITY'S 2025 CROSS-CONNECTION CONTROL PLAN AND ADOPT A RESOLUTION ADOPTING THE CONTROL PLAN AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD

Recommend that the City Council:

a. Approve the City's 2025 Cross Connection Control Plan; and

b. Adopt Resolution No. 8400 adopting the City's Cross-Connection Control Plan as required by the State Water Resources Control Board to ensure the protection of the public potable water supply from the risk of contamination or pollution due to cross connections.

PUBLIC HEARING

10) A CONTINUED PUBLIC HEARING TO CONSIDER AND APPROVE INTRODUCTION FOR FIRST READING OF AN ORDINANCE AMENDING CHAPTER 90 (TRAFFIC AND VEHICLES) OF THE SAN FERNANDO MUNICIPAL CODE TO IMPLEMENT A RESIDENTIAL PARKING PERMIT PROGRAM

Recommend that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, approve introduction for first reading Ordinance No. 1736 in title only, and waive further reading "An Ordinance of the City Council of the City Of San Fernando, California, amending Chapter 90 (Traffic And Vehicles) of the San Fernando Municipal Code to implement a Residential Parking Permit Program".

11) A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION ESTABLISHING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025-2026, AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

a. Conduct a Public Hearing;

b. Pending public testimony, adopt Resolution No. 8405 approving and establishing the allocation of Community Development Block Grant Funds for Fiscal Year 2025-2025;

c. Authorize the City Manager, or designee, to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Authority for approval; and

d. Adopt Resolution No. 8411 amending the Fiscal Year 2025-2026 Adopted Budget to appropriate the grant revenues and expenses.

ADMINISTRATIVE REPORTS

12) DISCUSSION AND CONSIDERATION FOR EMERGENCY APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH GENERAL PUMP COMPANY FOR THE REHABILITATION OF POTABLE WATER PRODUCTION WELL 2A

Recommend that the City Council find the following by 4/5 vote:

a. Find that emergency conditions persist in that there remains a clear and present danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public service;

b. Approve without formal competitive bidding, the attached emergency Contract Services Agreement with General Pump Company (Contract No. 2411) for the rehabilitation of potable water production at Well 2A, in an amount not to exceed $620,157.60. Pursuant to Public Contract Code Sections 1102 and 22050 as well as San Fernando Municipal Code Section 2-804, find that an emergency warranting the waiver of formal competitive bidding exists justifying the award of the above referenced Contract Services Agreement to General Pump Company to restore water supply and prevent water service disruptions; and

c. Authorize the City Manager, to execute the same on behalf of the City subject to such non-substantive and clarifying edits as may be warranted in consultation with the City Attorney.

13) DISCUSSION AND CONSIDERATION ON WHETHER RESOLUTIONS BE INCORPORATED INTO THE EXISTING CITY RECOGNITION REQUEST PROCESS AND DETAILS ON POTENTIAL DESIGN OPTIONS FOR CERTIFICATES

Recommend that the City Council provide directions on the following:

a. Whether to update the City's Recognition Request Policy and Procedure to include Resolutions as an additional form of recognition; and

b. Whether to explore design upgrade options for proclamations and certificates, including cost considerations.

14) DISCUSSION AND CONSIDERATION REGARDING AN UPDATE ON EXPLORING FACILITY OPTIONS FOR COLLABORATION WITH THE MEXICAN CONSULATE TO HOST "CONSULATE ON WHEELS PROGRAM" EVENT

Recommend that the City Council:

a. Receive and discuss an update on collaboration with the Mexican Consulate on providing Consulate on Wheels services in San Fernando; and

b. Provide direction on the selection of a facility to host the Mexican Consulate's "Consulate on Wheels" Services in October 2025, including consideration of the San Fernando Aquatic Center conference room or the San Fernando Recreation Park Multi-Purpose Room.

15) DISCUSSION ON THE CITY'S EFFORTS TO ADDRESS HOMELESSNESS

This item was agendized by Councilmember Joel Fajardo.

16) DISCUSSION AND CONSIDERATION TO FORM AD HOC COMMITTEES FOR CONTRACT MANAGEMENT OF STREET SWEEPING AND TREE TRIMMING/ARBORIST SERVICES

This item was agendized by Councilmember Joel Fajardo.

17) DISCUSSION AND DIRECTION REGARDING CONSOLIDATING SAN FERNANDO CITY COUNCIL ELECTIONS WITH THE STATEWIDE PRIMARY ELECTIONS

This item was agendized by Mayor Mary Mendoza.

18) DISCUSSION AND CONSIDERATION REQUESTING AN OVERVIEW AND DESCRIPTION ON THE CITY GRAFFITI PROGRAM

This item was agendized by Councilmember Patty Lopez.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its regular meeting on September 15, 2025.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Dated: _____ at: _____

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's `Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 or cityclerk@sfcity.org at least 48 hours prior to the meeting.

PRESENTATIONS - ANNUAL RECOGNITIONS

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Proclamation

National Hispanic Heritage Month
September 15, 2025 – October 15, 2025

WHEREAS, the City of San Fernando recognizes National Hispanic Heritage Month by celebrating and honoring the rich histories, cultural traditions and significant contributions of our Hispanic American communities;

WHEREAS, this month-long celebration recognizes the valuable contributions made by residents of Hispanic descent to all aspects of American life, including leadership in public service, business, the arts, education and civil rights;

WHEREAS, Hispanic Heritage Month provides a special opportunity for teachers, schools, as well as public and private organizations, to focus on the many Hispanic Americans whose lives have shaped our common history and heritage and continue to enrich our Nation's character, shape our common future, and strengthen America's promise;

WHEREAS, Hispanic Heritage Month, whose roots go back to 1968, begins each year on September 15, the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua;

WHEREAS, México and Chile also celebrate their independence during Hispanic Heritage Month, on September 16th and September 18th, respectively;

WHEREAS, National Hispanic Heritage Month is observed from September 15th to October 15th to recognize the contributions made by Hispanic and Latin Americans in the United States, and celebrate their heritage and culture; and

WHEREAS, fostering a welcoming environment for all individuals, regardless of race, ethnicity, or place of origin, enhances San Fernando's cultural, economic growth, global competitiveness, and overall prosperity for current and future generations.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL does hereby proclaim **"NATIONAL HISPANIC HERIGTAGE MONTH"** in the City of San Fernando and encourages the community to learn about and celebrate the generations of Hispanic and Latin American who have positively influenced and enriched our nation and society.

Mary Mendoza
Mayor

Maria Eng Solorio
Vice Mayor

Joel Fajardo
Councilmember

Victoria Garcia
Councilmember

Patty Lopez
Councilmember

September 2, 2025

THE CITY OF SAN FERNANDO

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Regular Meeting
San Fernando City Council

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CITY OF SAN FERNANDO
CITY COUNCIL

MINUTES
SPECIAL MEETING – 5:30 P.M
REGULAR MEETING – 6:00 P.M.
MONDAY, JUNE 2, 2025

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

CALL TO ORDER/ROLL CALL – SPECIAL MEETING **5:30 P.M. (CLOSED SESSION)**

Mayor Mary Mendoza called the Special Meeting to order at 5:30 p.m.

Present:

Council: Mayor Mary Mendoza, Vice Mayor Mary Solorio and Councilmembers Joel Fajardo, Victoria Garcia, and Patty Lopez

Staff: City Manager Nick Kimball and City Attorney Richard Padilla

Absent: None

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Solorio to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:31 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957 – INFORMAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PER CITY MANAGER EMPLOYMENT CONTRACT

Title: City Manager

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney stated that there was no reportable action as a result of the Closed Session meeting of June 2, 2025.

The City Council recessed the Closed Session meeting at 6:03 p.m.

CALL TO ORDER/ROLL CALL – REGULAR MEETING 6:00 P.M. (OPEN SESSION)

Mayor Mary Mendoza called the regular meeting to order at 6:04 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Mary Solorio, and Councilmembers Joel Fajardo, Victoria Garcia, and Patty Lopez

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Deputy City Manager/Economic Development Kanika Kith, Police Chief Fabian Valdez, Director of Administrative Services Erica Melton, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo, and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Solorio to approve the agenda. The motion carried, unanimously.

Mayor Mendoza requested a moment of silence for fallen Baldwin Park Police Officer Samuel Riveros and would be adjourning the meeting in his memory.

PRESENTATIONS

A. ANNUAL RECOGNITION
- PRIDE MONTH - JUNE 2025

PUBLIC STATEMENTS

Gisela Menjivar spoke in support of Agenda Item No 14.

Eva Camps offered a prayer and spoke in support of Agenda Item Nos. 12, 13 and 14.

Dolores Rodriguez spoke in support of Agenda Item Nos. 12, 13 and 14.

Olga Torrejon spoke in support of Agenda Item Nos. 12, 13 and 14.

Ricardo Benitez spoke in support of Agenda Item Nos. 12, 13 and 14, suggested that trolley service resume, and supports the Police Department.

Caller 8487 spoke in support of Agenda Item Nos. 12, 13 and 14.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Vice Mayor Solorio to approve:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   a. August 4, 2008 – CC Meeting
   b. October 20, 2008 – CC Meeting
   c. November 17, 2008 – CC Special Meeting
   d. March 3, 2025 - CC Special & Regular Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES

4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A PERMIT PAYMENT POLICY

5) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES/CITY TREASURER, SENIOR ACCOUNTANT, OR DESIGNEE TO INVEST SURPLUS FUNDS

6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2025-2026

7) CONSIDERATION TO APPROVE AN AGREEMENT ACCEPTING A DONATION OF ARTIFACTS FROM THE WHITAKER-RODGERS FAMILY FOR DISPLAY AT THE LOPEZ ADOBE HISTORICAL SITE

8) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA ARTS COUNCIL FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM

The motion carried, unanimously.

PUBLIC HEARING

9) A PUBLIC HEARING TO PRESENT THE STATUS OF STAFF VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561

Mayor Mendoza opened the public hearing.

Human Resources and Risk Manager Ibarra presented the staff report and responded to Councilmember questions.

Mayor Mendoza opened public comments.

The following made general comments:

Ryan Murillo, SEIU 721 representative, spoke regarding concerns of listed vacancies.

Mayor Mendoza closed public comments.

Motion by Councilmember Fajardo, seconded by Vice Mayor Solorio to receive and file City's Position Vacancy and Recruitment and Retention Efforts Report for Fiscal Year 2024-2025. The motion carried, unanimously.

Mayor Mendoza closed the public hearing.

ADMINISTRATIVE REPORTS

10) DISCUSSION AND CONSIDERATION TO AWARD A PROFESSIONAL SERVICES CONTRACT WITH PLANSMAN INC. FOR DESIGN SERVICES FOR THE DOWNTOWN TRASH ENCLOSURE PROJECT

Director of Public Works Johnson presented the staff report and responded to Councilmember questions.

Motion by Councilmember Lopez, seconded by Vice Mayor Solorio to award a Professional Services Contract to Plansman Inc. (Contract No. 2365) in an amount not to exceed $60,000, for design services for the Downtown Trash Enclosure Project; and authorize the City Manager, or designee, to make non- substantive changes and execute the contract and all related documents. The motion carried, unanimously.

11) DISCUSSION OF FISCAL YEAR 2025-2026 BUDGET STUDY SESSION NO. 2

The City Council continued discussions to the June 16, 2025 City Council meeting for the FY 2025-2026 Proposed Budget Public Hearing; and Councilmembers will submit a list of enhancement requests to the City Manager by June 6, 2025, regarding the allocation of the remaining surplus funds of $149,340.

It was noted that the City Council recessed the meeting at 9:02 p.m. and reconvened at 9:19 p.m. with all Councilmembers present.

12) DISCUSSION AND CONSIDERATION TO APPROVE OUTREACH LETTER TO THE MEXICAN CONSULATE

Councilmember Patty Lopez presented the staff report and responded to Councilmember questions.

Motion by Councilmember Lopez, seconded by Councilmember Garcia, to approve the letter as amended to include all five City Council signatures, and to direct staff to contact the consulate to determine whether certain requirements can be modified to accommodate the City's current available facilities. The motion carried, unanimously.

13) DISCUSSION AND CONSIDERATION REGARDING DISPLAYING OFFICIAL PHOTOS AT CITY HALL

Councilmember Patty Lopez presented the staff report and responded to Councilmember questions.

Motion by Councilmember Lopez, seconded by Councilmember Garcia to approve displaying elected official's photos at City Hall to include current Councilmembers, Assemblymember, Los Angeles County Board Supervisor, Congresswoman and State Senator. The motion carried, unanimously.

14) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION RECOGNIZING JUNE AS FATHERS' MONTH

Councilmember Patty Lopez presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve the proposed Resolution, as amended to: Add to the Resolution title "Fatherhood Wellbeing Month" and in Section 1 - amend "Fathers Month" to "Fathers Wellbeing Month". The motion carried, unanimously.

15) DISCUSSION AND CONSIDERATION REGARDING PROACTIVE RESPONSE TO ILLEGAL FIREWORKS

Vice Mayor Mary Solorio presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Solorio, seconded by Councilmember Garcia to direct staff to continue current enforcement and educational outreach efforts to include: a. Add a reporting option in "My San Fernando" app; b. Add a QR code to existing outreach materials and communications; and c. Seek possible collaboration with LAFD to add to current outreach program resources. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo provided updates on current programming efforts, including the Fourth of July celebration.

Director of Public Works Johnson had no updates to report.

Director of Community Development Ramirez had no updates to report.

Deputy City Manager/Economic Development Kith commented on the number of outreach participants regarding the Metro informational presentation event.

Director of Administrative Services Melton had no updates to report.

Police Chief Valdez had no updates to report.

City Manager Kimball announced his resignation, stating that his last day of service will be July 4, 2025.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo extended condolences to the Baldwin Park family and community police officers, echoed the Mayor's sentiments regarding his service, and wished City Manager Kimball the best in his future endeavors.

Councilmember Garcia echoed Councilmember Fajardo's condolences to the family and friends in Baldwin Park and expressed gratitude to City Manager Kimball. She also acknowledged participation in the Cal Cities Roundtable, Memorial Day service at San Fernando Mission Cemetery, American Legion events, the Education Commission scholarship ceremony, and the Providence Holy Cross event at Santa Rosa Church.

Councilmember Lopez extended condolences to the families and thanked City Manager Kimball for his service. She also participated in the Mexican Chamber of Commerce and met with local residents at an event with Deputy City Manager/Economic Development Kith and Policy Chief Valdez.

Vice Mayor Solorio extended condolences and thanked City Manager Kimball for all he has done for the City. Stated she attended the 2025 JAAP LA Democratic Party event, the Valley Economic Board of Directors meeting, and thanked the Republic for the bulky item drop-off; met with staff and Congressman Rivas to discuss funding needs, attended the Education Commission Scholarship Awards, the grand opening of the Mainland Literacy Center, and represented the district as a delegate at the California Democratic Party Convention. She also recognized former

Planning Commissioner Sean Rivas as Volunteer of the Year and participated in Happy Pride and Happy Father's Day celebrations, as well as the St. Bernadette Church Fair.

Mayor Mendoza expressed thanks to City Manager Kimball for his work in the City. She noted she attended the Memorial Day event at the American Legion and met with Congresswoman Luz Rivas to discuss budget priorities. She also attended the Santa Rosa Providence Holy Cross Stroke Prevention and Education Health Fair and met with Board Chair Ortega of the Metropolitan Water District to reach a historical settlement resolving water exchange rates with San Diego.

ADJOURNMENT (10:54 p.m.)

Mayor Mendoza adjourned the regular meeting at 10:54 p.m. in memory of fallen Baldwin Park Police Officer Samuel Riveros.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 2, 2025, Regular meeting and approved by the San Fernando City Council at the meeting of _____.

_____
Julia Fritz, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Erica D. Melton, Director of Administrative Services

Date: September 2, 2025

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 25-091 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Administrative Services/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Administrative Services/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 25-091, including:
Exhibit A: Payment Demands/Voucher List

ATTACHMENT "A"

RESOLUTION NO. 25-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND / WARRANT REGISTER NO. 25-091

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 25-091

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 25-091, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of September 2025.

Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 25-091

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241606	9/2/2025	890006 AGUIRRE, PETER	REIMB.		FOOD & SUPPLIES-PENDING SFPD CO	
					110-220-3622-4300	211.33
					Total :	**211.33**
241607	9/2/2025	894824 ALL VALLEY PARTY RENTAL	230565656		DANCE FLOOR RENTAL-SUMMER CON	
					004-2385	1,137.50
			230565846		DANCE FLOOR RENTAL-SUMMER CON	
					004-2385	1,137.50
					Total :	**2,275.00**
241608	9/2/2025	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES & SUPPLIES-LP SENIOR CLUB	
					004-2383	17.66
					004-2346	128.60
					004-2382	96.75
					Total :	**243.01**
241609	9/2/2025	102530 AT & T	818-270-2203		PD NETWORK LINE-JUNE 2025	
					001-222-0000-4220	230.01
					Total :	**230.01**
241610	9/2/2025	892412 AT&T MOBILITY	287297930559X0810202		MDT MODEMS-PD UNITS-MAY	
					001-222-0000-4220	1,024.68
					Total :	**1,024.68**
241611	9/2/2025	888375 AUDIO ELECTRONICS	072525		INSTALL RADIO & BACKUP CAMERA-W	
					070-382-0000-4400	520.00
					Total :	**520.00**
241612	9/2/2025	893176 AUTOZONE STORE 5681	05681546534		VEHICLE MAINT-PW1271	
					072-360-0000-4400	46.71
			05681546946		VEHICLE MAINT-PW1271	
					072-360-0000-4400	47.58
					Total :	**94.29**
241613	9/2/2025	893013 AYSON, LEILANI	AUG 2025		INCLUSIVE ZUMBA INSTRUCTOR	
				13506	001-423-0000-4260	196.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241613	9/2/2025	893013 893013 AYSON, LEILANI	(Continued)		**Total :**	**196.00**
241614	9/2/2025	892784 BARAJAS, MARIA BERENICE	AUG 2025		TOTAL BODY CONDITIONING INSTRUC	
				13501	001-423-0000-4260	773.50
					Total :	**773.50**
241615	9/2/2025	893940 BOB BARKER COMPANY	INV2156181		INMATE CLOTHING	
					001-225-0000-4350	61.50
					Total :	**61.50**
241616	9/2/2025	888800 BUSINESS CARD	073025		OPTISIGN ANDROID STICKS & FLAT US	
					001-105-0000-4300	458.51
			080825		OPTISIGN ANDROID STICKS & FLAT US	
					001-105-0000-4300	57.82
			081225-1		VIDEO CONF ANNUAL SUBSCRIPTION	
					001-135-0000-4260	159.90
			081225-2		VIDEO CONF ANNUAL SUBSCRIPTION	
					001-135-0000-4260	159.90
			082125		STRESS BALLS & COMMAND HOOKS	
					001-422-0000-4300	29.79
					Total :	**865.92**
241617	9/2/2025	892006 CALIFORNIA CONTRACT CITIES	515875-BAL		BAL DUE- ANNUAL MMBRSHIP DUES	
					001-190-0000-4380	779.88
					Total :	**779.88**
241618	9/2/2025	894843 CALIFORNIA MUNICIPAL	25080401		DIRECT & OVERLAPPING DEBT STATEI	
					001-130-0000-4270	600.00
					Total :	**600.00**
241619	9/2/2025	888640 CALIFORNIA WATER ENVIRONMENT	ID: 432094		MEMBERSHIP RENEWAL-432094	
					072-360-0000-4360	251.00
			ID: 432111		MEMBERSHIP RENEWAL-432111	
					072-360-0000-4360	251.00
					Total :	**502.00**
241620	9/2/2025	892464 CANON FINANCIAL SERVICES, INC	41637821		CANON COPIER LEASE FY 2025-2026-A	
				13476	001-135-0000-4260	2,010.10

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241620	9/2/2025	892464 892464 CANON FINANCIAL SERVICES, INC (Continued)			**Total :**	**2,010.10**
241621	9/2/2025	895106 CANON U.S.A., INC.	6012584817		CANON COPIER MAINTENANCE FY 202	
				13498	001-135-0000-4260	1,640.92
					Total :	**1,640.92**
241622	9/2/2025	894600 CARGILL, INCORPORATED	2911192687		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	5,925.33
			2911197451		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,139.91
			2911236353		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,038.41
			2911236354		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,096.49
			2911271636		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,103.10
			2911327599		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,214.87
			2911334102		NSF CERTIFIED BULK SALT FOR THE I	
				13505	070-384-0000-4300	6,111.61
					Total :	**42,629.72**
241623	9/2/2025	103948 CDW GOVERNMENT, INC.	AE98I7P		MICROSOFT SURFACE TABLETS (FIVE	
				13375	121-105-3689-4300	539.88
			AE9R53S		MICROSOFT SURFACE PRO + KIT FOR	
				13466	001-135-0000-4260	1,885.71
			AE9TK8E		MICROSOFT SURFACE PRO + KIT FOR	
				13466	001-135-0000-4260	309.61
					Total :	**2,735.20**
241624	9/2/2025	894010 CHARTER COMMUNICATIONS	0283057080525		LP CABLE & INTERNET SRV 08/05-09/0	
					001-420-0000-4260	291.97
			187701801-080725		INTERNET SRV 08/10/25-09/09/25	
					001-190-0000-4220	1,399.00
			187702401-080725		REC PARK CABLE & INTERNET SRV	
					001-420-0000-4260	272.02
					Total :	**1,962.99**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241625	9/2/2025	101957 CITY OF LOS ANGELES, FIRE DEPT	SF260000002		FIRE SERVICES-SEPT 2025	
					001-500-0000-4260	265,444.92
					Total :	**265,444.92**
241626	9/2/2025	103029 CITY OF SAN FERNANDO	7783-7864		REIMB. TO WORKER'S COMP ACCT	
					006-1038	35,425.91
					Total :	**35,425.91**
241627	9/2/2025	894794 CIVICA LAW GROUP, APC	16824		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-110-0000-4270	1,458.35
			16825		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-110-0000-4270	1,134.00
			16826		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-110-0000-4270	876.95
			16827		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-110-0000-4270	177.00
					Total :	**3,646.30**
241628	9/2/2025	895031 CIVILTEC ENGINEERING INC	53497-BAL DUE		PREP OF THE CITY'S CROSS CONNEC	
				13445	070-381-0000-4270	4,522.50
					Total :	**4,522.50**
241629	9/2/2025	894776 CLIMATE RESOLVE	INV-0519		CARP II GRANT PARTNERS	
				13189	110-150-0578-4270	9,045.74
			INV-0528		CARP II GRANT PARTNERS	
				13189	110-150-0578-4270	3,497.65
					Total :	**12,543.39**
241630	9/2/2025	889794 CUELLAR, JULIE	AUG 2025		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
			AUG 2025		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**200.00**
241631	9/2/2025	893618 DANA SAFETY SUPPLY INC	933110		BULLET PROOF VESTS	
				13487	110-220-3675-4300	528.01
				13487	001-222-0000-4300	528.01

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241631	9/2/2025	893618 DANA SAFETY SUPPLY INC	(Continued)			
			941761		BULLET PROOF VESTS	
				13487	001-222-0000-4300	7,989.97
			943951		BULLET PROOF VESTS	
				13487	110-220-3675-4300	1,310.36
				13487	001-222-0000-4300	1,465.24
			961537		BULLET PROOF VESTS	
				13487	001-222-0000-4300	1,390.90
					Total :	**13,212.49**
241632	9/2/2025	100924 DELGADO, MICHAEL	M DELGADO IDR		ADPP PAYMENT-SEPT 2025	
					001-224-0000-4124	4,599.00
					Total :	**4,599.00**
241633	9/2/2025	887121 DELL MARKETING L.P.	10825715170		DESKTOP REPLACEMENT PROGRAM (	
				13467	001-135-0000-4260	4,463.37
					Total :	**4,463.37**
241634	9/2/2025	893926 ENGINEERING-DESIGN	I2069-B		REIMB. OF FEES PAID ON BEHALF OF	
					121-390-3648-4260	3,390.36
					Total :	**3,390.36**
241635	9/2/2025	890879 EUROFINS EATON ANALYTICAL, INC	3800091294		WATER TESTING & ANALYTICAL SERVI	
				13489	070-384-0000-4260	750.00
			3800092531		WATER TESTING & ANALYTICAL SERVI	
				13489	070-384-0000-4260	5,365.00
					Total :	**6,115.00**
241636	9/2/2025	893029 FERGUSON WATERWORKS #1083	0053476-1		FIRE HYDRANT, FIRE SVC, & WATER S'	
				13247	070-385-0701-4600	3,342.22
					Total :	**3,342.22**
241637	9/2/2025	888565 FERNANDENO TATAVIAM	RESILIENT SF #1(A)		CARP II GRANT PARTNERS	
				13191	110-150-0578-4270	5,625.15
			RESILIENT SF #2(A)		CARP II GRANT PARTNERS	
				13191	110-150-0578-4270	1,705.44
			RESILIENT SF #3		CARP II GRANT PARTNERS	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241637	9/2/2025	888565 FERNANDENO TATAVIAM	(Continued)			
				13191	110-150-0578-4270	19,190.96
			RESILIENT SF #4		CARP II GRANT PARTNERS	
				13191	110-150-0578-4270	20,937.20
					Total :	**47,458.75**
241638	9/2/2025	894334 FRIEND, ERICA	AUG 2025		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
241639	9/2/2025	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598-		PAC 50 TO SHERIFFS	
					001-222-0000-4220	541.21
			209-150-5250-081292-		RADIO REPEATER (POLICE)	
					001-222-0000-4220	43.19
			209-151-4942-041191-		CITY YARD AUTO DIALER	
					070-384-0000-4220	57.34
			209-151-4943-081292-		RADIO REPEATER (POLICE)	
					001-222-0000-4220	43.19
			818-361-2385-012309-		MTA & CREDIT CARD PHONE LINE	
					007-440-0441-4220	74.63
					001-190-0000-4220	149.25
			818-361-2472-031415-		PW PHONE LINE	
					070-384-0000-4220	718.38
			818-361-3958-091407-		CNG STATION	
					074-320-0000-4220	72.03
			818-361-7825-120512-		RUDY ORTEGA PARK IRR SYTM	
					001-420-0000-4220	76.38
			818-365-0007-060223-		EOC PHONE LINES	
					001-222-0000-4220	435.50
			818-365-0026-071223-		PD NON EMERGENCY PHONE LINE	
					001-222-0000-4220	454.21
			818-365-5097-120298-		POLICE NARCOTICS VAULT	
					001-222-0000-4220	45.39
			8187-837-2296-031315		VARIOUS CITY HALL LINES	
					001-190-0000-4220	370.33
			818-831-5002-052096-		PD SPECIAL ACTIVTIES PHONE	
					001-222-0000-4220	69.78

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241639	9/2/2025	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-837-7174-052096-		PD SPECIAL ACTIVTIES PHONE	
					001-222-0000-4220	31.24
			818-838-1841-112596-		ENGINEERING FAX MODEM	
					001-310-0000-4220	46.69
			818-898-7385-033105-		LAS PALMAS PARK FAX LINE	
					001-420-0000-4220	35.42
					Total :	**3,264.16**
241640	9/2/2025	893953 GALE, PAUL JOHN	AUG 2025		SHOTOKAN KARATE INSTRUCTOR	
				13507	001-423-0000-4260	220.50
					Total :	**220.50**
241641	9/2/2025	894994 GARCIA, CHRISTIAN ANTONIO	AUG 2025		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
241642	9/2/2025	893622 GOVERNMENT TRAINING AGENCY	81670		RECORDS CLERK TRAINING ON 12/15-	
					001-222-0000-4360	625.00
					Total :	**625.00**
241643	9/2/2025	893344 GRAND ELECTRICAL SUPPLY	20116947		MATL'S FOR REPAIRS-LOT 4	
					029-335-0000-4300	66.02
			20116969		MATL'S FOR REPAIRS-LOWER RES ELE	
					070-384-0000-4330	667.73
					Total :	**733.75**
241644	9/2/2025	894976 GUTIERREZ, CARLOS A.	SEPT 2025		SEVEN (7) PERFORMANCES FOR SENI	
				13484	004-2380	1,600.00
					Total :	**1,600.00**
241645	9/2/2025	891937 HERNANDEZ, JOSE	REIMB.-1		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	318.08
			REIMB.-2		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	231.36
					Total :	**549.44**
241646	9/2/2025	894916 JJ PROPERTY MAINTENANCE	123146		CITY-WIDE JANITORIAL SERVICES	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241646	9/2/2025	894916 JJ PROPERTY MAINTENANCE	(Continued)			
				13490	043-390-0000-4260	17,000.00
					Total :	**17,000.00**
241647	9/2/2025	102387 K.R. NIDA CORPORATION	3002974		MATL'S TO REPL DAMAGED CABLE	
					070-384-0000-4330	138.13
					Total :	**138.13**
241648	9/2/2025	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER-12900 DRONFIELD	
					070-384-0000-4210	146.13
			500-750-1000		ELECTRIC-13655 FOOTHILL	
					070-384-0000-4210	104.50
			594-750-1000		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	10,666.81
			657-750-1000		ELECTRIC-14060 SAYRE	
					070-384-0000-4210	2,117.77
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD	
					070-384-0000-4210	18,328.33
			792-603-2351		WATER-13657 7/9 FOOTHILL	
					070-384-0000-4210	302.69
			993-750-1000		WATER-13003 BORDEN	
					070-384-0000-4210	159.06
					Total :	**31,825.29**
241649	9/2/2025	101848 LANGUAGE LINE SERVICES	11685532		INTERPRETATION SERVICES	
					001-222-0000-4260	7.52
					Total :	**7.52**
241650	9/2/2025	101852 LARRY & JOE'S PLUMBING	2315707-0001-02		MATL'S FOR REPAIRS-OUTDOOR REST	
					043-390-0000-4300	42.20
					Total :	**42.20**
241651	9/2/2025	101920 LIEBERT CASSIDY WHITMORE	298237		LCW CONSORTIUM TRAINING & LEGAL	
				13502	001-133-0000-4270	4,425.00
					Total :	**4,425.00**
241652	9/2/2025	895136 LOPEZ, VERONICA	852303		FACILTIY RENTAL DEP REFUND	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241652	9/2/2025	895136 LOPEZ, VERONICA	(Continued)			
					001-2220	165.00
					Total :	**165.00**
241653	9/2/2025	892477 LOWES	9747-88945		ELECTRICAL-THEFT PREVENTION	
					001-370-0000-4300	260.03
			9747-88959		MEASURING WHEEL	
					001-370-0000-4300	72.90
					Total :	**332.93**
241654	9/2/2025	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	39.02
					Total :	**39.02**
241655	9/2/2025	893442 MENDOZA, MARY	REIMB.		TRANSPORTATION-NALEO CONF	
					001-101-0107-4370	75.36
					Total :	**75.36**
241656	9/2/2025	102226 MISSION LINEN SUPPLY	524364123		LAUNDRY SERVICES FOR PD	
				13499	001-225-0000-4350	334.45
			524406276		LAUNDRY SERVICES FOR PD	
				13499	001-225-0000-4350	334.45
					Total :	**668.90**
241657	9/2/2025	893343 MOHR, NICOLE	AUG 2025		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
241658	9/2/2025	894785 MONTANEZ, MIGUEL	AUG 2025		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
241659	9/2/2025	894004 MURILLO, NICHOLAS	REIMB.		K9 TRAINING SUPPLIES	
					001-225-0000-4270	304.24
			REIMB.		K9 FOOD & SUPPLIES	
					001-225-0000-4270	225.92
					Total :	**530.16**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241660	9/2/2025	893454 NACHO'S ORNAMENTAL INC	INV418551		MISC SUPPLIES	
					070-383-0000-4310	77.35
			INV419388		MATL'S TO SECURE COURT VOLUNTEI	
					043-390-0000-4300	57.77
			INV419392		MATL'S TO SECURE COURT VOLUNTEI	
					043-390-0000-4300	17.24
			INV419685		MATL'S TO SECURE CHIMNEY-REC PAI	
					043-390-0000-4300	44.42
					Total :	**196.78**
241661	9/2/2025	102423 OCCU-MED, INC.	0825901		PRE-EMPLOYMENT PHYSICALS	
					001-133-0000-4270	446.00
					Total :	**446.00**
241662	9/2/2025	894100 ODP BUSINESS SOLUTIONS , LLC	428210053001		OFFICE SUPPLIES	
					001-420-0000-4300	70.26
			428210056001		OFFICE SUPPLIES	
					001-420-0000-4300	648.34
			428210057001		OFFICE SUPPLIES	
					001-420-0000-4300	58.33
			428916273001		OFFICE SUPPLIES	
					001-222-0000-4300	243.98
			428918131001		OFFICE SUPPLIES	
					001-222-0000-4300	39.49
			432184296001		OFFICE SUPPLIES	
					070-383-0000-4280	691.89
			432357975001		BREAK ROOM SUPPLIES	
					001-190-0000-4300	107.07
			433312125001		OFFICE SUPPLIES	
					043-390-0000-4300	67.19
			433607081001		OFFICE SUPPLIES	
					001-222-0000-4300	73.85
			433608148001		OFFICE SUPPLIES	
					001-222-0000-4300	33.88
			434652207001		OFFICE SUPPLIES	
					043-390-0000-4300	412.03
			434654743001		OFFICE SUPPLIES	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241662	9/2/2025	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
					070-383-0000-4280	199.88
					Total :	**2,646.19**
241663	9/2/2025	894123 OLIVAREZ MADRUGA LAW	28067		LEGAL SERVICES	
					070-110-0000-4270	1,046.60
					073-110-0000-4270	345.60
					001-110-0000-4270	27,842.70
			28068		LEGAL SERVICES	
					001-110-0000-4270	665.28
			28069		LEGAL SERVICES	
					001-112-0000-4270	1,267.20
					001-110-0000-4270	447.66
					Total :	**31,615.04**
241664	9/2/2025	888110 PACOIMA BEAUTIFUL	CSF_JUNE25_CARP		PACOIMA BEAUTIFUL CLIMATE ACTION	
				13396	110-150-0578-4270	8,381.62
					Total :	**8,381.62**
241665	9/2/2025	894057 PAPER CUTS, INC.	0478578		ON-SITE RECORDS DESTRUCTION	
					001-130-0000-4300	428.05
					001-152-0000-4300	31.95
					Total :	**460.00**
241666	9/2/2025	892360 PARKING COMPANY OF AMERICA	INVM0019976		PUBLIC TRANSPORTATION SERVICES-	
				13320	007-313-0000-4260	49,805.75
					Total :	**49,805.75**
241667	9/2/2025	895134 PAYLIANCE	061625		FEE-RETURNED CHECK	
					041-320-0000-4450	25.00
					Total :	**25.00**
241668	9/2/2025	894991 PAYMENTUS GROUP INC	INV-15-166789		ONLINE TRANSACTION FEES-JULY'25	
					072-360-0000-4435	866.17
					070-382-0000-4435	866.17
					Total :	**1,732.34**
241669	9/2/2025	889264 PRECISION CONCRETE CUTTING	CSF 071625-04		CITYWIDE SIDEWALK ASSESSMENT	

vchlist **Voucher List**
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241669	9/2/2025	889264 PRECISION CONCRETE CUTTING	(Continued)			
				13337	121-311-0866-4600	19,446.08
			CSF 071825-05		CITYWIDE SIDEWALK ASSESSMENT	
				13337	121-311-0866-4600	22,363.18
			CSF 072425-06		CITYWIDE SIDEWALK ASSESSMENT	
				13337	121-311-0866-4600	53,419.91
			CSF 080125-07		CITYWIDE SIDEWALK ASSESSMENT	
				13337	121-311-0866-4600	49,235.43
			CSF 081425-08		CITYWIDE SIDEWALK ASSESSMENT	
				13337	121-311-0866-4600	28,821.37
					Total :	**173,285.97**
241670	9/2/2025	102688 PROFESSIONAL PRINTING CENTERS	23610		ZONING MAPS	
					001-152-0000-4300	55.25
					Total :	**55.25**
241671	9/2/2025	894306 QUENCH USA, INC.	INV09417064		DRINKNG WATER	
					001-222-0000-4300	174.60
					Total :	**174.60**
241672	9/2/2025	102738 QUINTERO ESCAMILLA, VIOLETA	AUG 2025		INSTRUCTOR FOR SENIOR MUSIC & C	
				13508	001-423-0000-4260	880.00
					Total :	**880.00**
241673	9/2/2025	894408 RINCON CONSULTANTS INC	66191		CLIMATE ACTION & RESILIENCE PLAN	
				13199	110-150-0578-4270	11,948.25
			67137		CLIMATE ACTION & RESILIENCE PLAN	
				13199	110-150-0578-4270	8,964.00
					Total :	**20,912.25**
241674	9/2/2025	893774 RJS WORK BOOTS LLC	101-40407		SAFETY BOOTS	
					043-390-0000-4310	301.81
					Total :	**301.81**
241675	9/2/2025	892235 ROBLES, MEL	REPL 201553		REPL STL DTD-PARTIAL REFUND-FACII	
					001-2140	100.50
					Total :	**100.50**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241676	9/2/2025	895104 RODRIGUEZ, MARIA DOLORES	AUG 2025		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
241677	9/2/2025	894534 RODRIGUEZ, ZOE	AUG 2025		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
241678	9/2/2025	895131 ROMERO-FUENTES, SONIA	AUG 2025		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
			JULY 2025		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
					Total :	**300.00**
241679	9/2/2025	102929 ROYAL PAPER CORPORATION	5501370		CLEANING SUPPLIES FOR PARK FACIL	
				13495	001-420-0000-4300	210.85
				13495	001-422-0000-4300	74.35
				13495	001-423-0000-4300	210.84
				13495	001-424-0000-4300	74.35
					Total :	**570.39**
241680	9/2/2025	103057 SAN FERNANDO VALLEY SUN	19096		PH NOTICE:ORD RESIDENTIAL PARKIN	
					001-115-0000-4230	348.00
			19097		NIB FOG SEAL COATING PHASE 2 CITY	
					001-115-0000-4230	280.00
					Total :	**628.00**
241681	9/2/2025	103064 SAN GABRIEL VALLEY CITY	FY25/26		ANNUAL MEMBERSHIP DUES	
					001-105-0000-4380	55.00
					Total :	**55.00**
241682	9/2/2025	890541 SANCHEZ, FLOR	AUG 2025		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
241683	9/2/2025	103184 SMART & FINAL	0013		BREAK ROOM SUPPLIES	
					001-222-0000-4300	108.58
			0077		SENIOR GROUP-COFFEE SUPPLIES	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241683	9/2/2025	103184 SMART & FINAL	(Continued)			
					004-2346	69.99
			0137		CALLES VERDES EVENT	
					001-310-0000-4300	78.09
			0177		DAY CAMP ACTIVITY SUPPLIES	
					001-422-0000-4300	119.34
			0317		REFRESHMENTS-SENIOR CITIZENS W	
					004-2346	144.44
					Total :	**520.44**
241684	9/2/2025	894316 SOLORIO, MARIA ELENA	REIMB.		WELLNESS REIMB.-FY25/26	
					001-101-0113-4140	82.35
					Total :	**82.35**
241685	9/2/2025	895133 SOTO, ISABELLA	REIMB.		SUPPLIES-SENIOR ART CLASS	
					004-2346	33.59
					Total :	**33.59**
241686	9/2/2025	103202 SOUTHERN CALIFORNIA EDISON CO.	700224888278		ELECTRIC-801 EIGHTH	
					043-390-0000-4210	17.11
			700301226571		ELECTRIC-1117 2ND ST	
					043-390-0000-4210	17.75
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	10,347.13
			700577150347		ELECTRIC-190 PARK	
					027-344-0000-4210	905.85
			700826276457		ELECTRIC-799 JESSIE	
					030-341-0000-4210	46.97
					Total :	**11,334.81**
241687	9/2/2025	103251 STANLEY PEST CONTROL	402895		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4260	1,125.00
			410848		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4260	1,125.00
					Total :	**2,250.00**
241688	9/2/2025	894275 STAPLES, INC.	6027340816		OFFICE SUPPLIES	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241688	9/2/2025	894275 STAPLES, INC.	(Continued)			
					001-133-0000-4300	65.59
					Total :	**65.59**
241689	9/2/2025	894649 STERLING ADMINISTRATION	878301		FSA MAINTENANCE FEE	
					004-2365	50.00
					Total :	**50.00**
241690	9/2/2025	103318 TAG/AMS, INC.	1915		ANNUAL RENEWAL FEE	
					001-133-0000-4270	175.00
					Total :	**175.00**
241691	9/2/2025	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
					043-390-0000-4210	60.20
			084-220-3249-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	42.45
			088-520-6400-8		GAS-117 MACNEIL	
					043-390-0000-4210	47.48
			090-620-6400-2		GAS-120 MACNEIL	
					070-381-0000-4210	7.52
					072-360-0000-4210	7.52
					043-390-0000-4210	15.03
			143-287-8131-6		GAS-208 PARK	
					043-390-0000-4210	64.16
			162-020-7432-0		GAS-828 HARDING	
					043-390-0000-4210	9.70
					Total :	**254.06**
241692	9/2/2025	101528 THE HOME DEPOT CRC	6210278		MISC SUPPLIES & SMALL TOOLS	
					070-383-0000-4310	354.48
					070-383-0000-4340	224.25
			9242388		SAFETY PPE EQUIPMENT	
					070-383-0000-4310	618.13
					Total :	**1,196.86**
241693	9/2/2025	887322 THE NATIONAL ARBOR DAY	88-0797-3348		FY25-26 MEMBERSHIP RENEWAL	
					001-310-0000-4380	15.00

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08/27/2025 5:19:20PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241693	9/2/2025	887322 887322 THE NATIONAL ARBOR DAY	(Continued)		**Total :**	**15.00**
241694	9/2/2025	895137 TOLEDANO ANEL, RICARDO LEONEL	LAV-LA086869-01		COURT COMMITMENT REFUND	
					001-3780-0000	1,500.00
					Total :	**1,500.00**
241695	9/2/2025	895135 TORRES, GENOVEVA	853762		REFUND-MIXED LINE DANCE	
					017-3770-1362	21.87
					Total :	**21.87**
241696	9/2/2025	103413 TRANS UNION LLC	07503247		CREDIT CHECK SERVICES	
					001-222-0000-4260	90.00
					Total :	**90.00**
241697	9/2/2025	101028 TYLER TECHNOLOGIES, INC.	045-531071		ERP SOFTWARE AND IMPLEMENTATIO	
				13365	121-135-3689-4260	4,200.00
			045-531900		ERP SOFTWARE AND IMPLEMENTATIO	
				13365	121-135-3689-4260	1,400.00
			045-532744		ERP SOFTWARE AND IMPLEMENTATIO	
				13365	121-135-3689-4260	700.00
					Total :	**6,300.00**
241698	9/2/2025	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		ACCT 15122187-POSTAGE REIMB.	
					001-190-0000-4280	1,500.00
			15122187		ACCT 15122187-POSTAGE REIMB.	
					001-190-0000-4280	1,500.00
					Total :	**3,000.00**
241699	9/2/2025	894888 US BANCORP SERVICE CENTER INC	022125		LODGING DEP-2025 GSMO CONF ON 0	
					001-105-0000-4380	291.38
			051725		BAL. LODGING-2025 CA. CONTRACT CI	
					001-101-0112-4380	3.34
			052125		LODGING-2025 GSMO CONF ON 05/20	
					001-105-0000-4380	582.76
			062925		OFFICE CHAIR	
					001-130-0000-4300	276.24
			063025		FINANCE BREAK ROOM TABLE	
					001-130-0000-4300	524.61

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241699	9/2/2025	894888 US BANCORP SERVICE CENTER INC	(Continued)			
			063025-1		APPLE PENCIL	
					001-135-0000-4300	141.60
			063025-1		IPAD, CASE AND APPLE CARE	
					001-135-0000-4300	658.57
			063025-2		APPLE PENCIL RETURNED	
					001-135-0000-4300	-141.60
			063025-2		APPLE CASE RETURNED	
					001-135-0000-4300	-164.59
			070225-2		IPAD PENCIL & CASE; PEAKFORM ADJ	
					001-135-0000-4300	292.79
			070925		PEST CONTROL	
					043-390-0000-4300	66.47
			071325		LODGING-ICA SUMMER SEMINAR ON	
					001-101-0112-4370	1,349.55
			071325-2		PARKING FEE-ICA SUMMER SEMINAR	
					001-101-0112-4370	60.00
			071625-1		LODGING-2025 NALEO ANNUAL CONF	
					001-101-0107-4370	769.00
			071625-2		LODGING-2025 NALEO ANNUAL CONF	
					001-101-0114-4370	769.00
			071625-3		LODGING-2025 NALEO ANNUAL CONF	
					001-101-0112-4370	769.00
			071725		EMPLOYEE APPRECIATION EVENT	
					001-115-0000-4430	87.30
			072425		CONF REGISTRATION	
					001-105-0000-4370	625.00
					Total :	**6,960.42**
241700	9/2/2025	894888 US BANCORP SERVICE CENTER INC	080525		RSGTR-TACTICAL RIFLE INSTRUCTOR	
					001-225-0000-4360	750.00
			081125		LODGNG-2025 CA HOMICIDE INVESTIG	
					001-224-0000-4360	623.76
			081225		LODGNG-2025 CA HOMICIDE INVESTIG	
					001-224-0000-4360	168.37
			081325		LODGNG-2025 CA HOMICIDE INVESTIG	
					001-224-0000-4360	-168.37

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241700	9/2/2025	894888 US BANCORP SERVICE CENTER INC	(Continued)			
			081725		LODGING-PISTOL RED DOT INSTRUCT	
					001-225-0000-4360	273.75
			61225		ANNUAL INFO & TECH SEMINAR ON 11	
					001-222-0000-4360	650.00
					Total :	**2,297.51**
241701	9/2/2025	894888 US BANCORP SERVICE CENTER INC	072325		REFUND-CANCELED RENTAL OF TABL	
					001-101-0000-4300	-59.40
			072425		(4) TABLES	
					001-101-0000-4300	201.59
			080425		DINNER FOR CC MTG-08/04/25	
					001-101-0000-4300	154.70
			081425		DRY CLEANING-TABLECLOTHES	
					001-101-0000-4300	190.00
			081425-1		DESK FOOTREST	
					001-115-0000-4300	40.65
			081825		DINNER FOR CC MTG-08/18/25	
					001-101-0000-4300	135.06
					Total :	**662.60**
241702	9/2/2025	894328 VALDEZ, FABIAN	TRAVEL		PER DIEM-LACPCA 2025 STRATEGIC P	
					001-222-0000-4360	135.00
					Total :	**135.00**
241703	9/2/2025	889644 VERIZON BUSINESS	61671314		CITY HALL LONG DIST (Y2619454)	
					001-190-0000-4220	56.98
			61671315		CITY YARD LONG DIST (Y2619455)	
					070-384-0000-4220	17.09
			61671316		CITY HALL LONG DIST (Y2619456)	
					001-190-0000-4220	28.49
			61671317		POLICE LONG DIST (Y2619457)	
					001-222-0000-4220	64.52
			61671318		CITY YARD LONG DIST (Y2619458)	
					070-384-0000-4220	11.40
			61671319		PARKS LONG DIST (Y2619459)	
					001-420-0000-4220	17.38

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241703	9/2/2025	889644 VERIZON BUSINESS	(Continued)			
			61671826		PW-LONG DIST (Y2620611)	
					001-310-0000-4220	5.70
			61671837		CITY HALL LINES (Y2620636)	
					001-190-0000-4220	62.75
					Total :	**264.31**
241704	9/2/2025	894164 YUNEX LLC	5610004807		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				13384	010-311-0562-4600	3,470.40
			5610004808		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				13384	010-311-0562-4600	2,312.50
			5610005047		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				13384	010-311-0562-4600	462.50
			90004681		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				13384	001-371-0564-4300	16,175.00
					Total :	**22,420.40**

99 Vouchers for bank code : bank3 **Bank total :** **878,864.92**

99 Vouchers in this report **Total vouchers :** **878,864.92**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 25-091

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241592	8/14/2025	891860 CARL WARREN & COMPANY	20994-21019		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	122,415.98
					Total :	**122,415.98**

1 Vouchers for bank code : bank3 **Bank total :** **122,415.98**

1 Vouchers in this report **Total vouchers :** **122,415.98**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 25-091

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241593	8/19/2025	891650 ENTERPRISE FM TRUST	FBN5411256		LEASE OF TEN VEHICLES FOR 3 DIVIS	
				13486	041-311-0000-4500	1,483.03
				13486	041-420-0000-4500	856.02
				13486	041-152-0000-4500	1,561.83
				13486	041-390-0000-4500	7,205.84
					Total :	**11,106.72**

1 Vouchers for bank code : bank3 **Bank total : 11,106.72**

1 Vouchers in this report **Total vouchers : 11,106.72**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 25-091

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241594	8/19/2025	103463 U.S. POSTMASTER	081925		POSTAGE-PROP 218 NOTICES WTR & S	
					070-385-0000-4600	3,338.31
					072-365-0000-4600	3,338.31
					Total :	**6,676.62**

1 Vouchers for bank code : bank3 **Bank total :** **6,676.62**

1 Vouchers in this report **Total vouchers :** **6,676.62**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 25-091

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241595	8/20/2025	893013 AYSON, LEILANI	JULY 2025		INCLUSIVE ZUMBA INSTRUCTOR	
				13506	001-423-0000-4260	189.00
					Total :	**189.00**
241596	8/20/2025	892784 BARAJAS, MARIA BERENICE	JULY 2025		TOTAL BODY CONDITIONING INSTRUC	
				13501	001-423-0000-4260	682.50
					Total :	**682.50**
241597	8/20/2025	893953 GALE, PAUL JOHN	JULY 2025		SHOTOKAN KARATE INSTRUCTOR	
				13507	001-423-0000-4260	126.00
					Total :	**126.00**
241598	8/20/2025	895132 GARAY, ROWENA	853314		REFUND-DAY CAMP FIELD TRIP REFUI	
					017-3770-1399	65.00
					Total :	**65.00**
241599	8/20/2025	102738 QUINTERO ESCAMILLA, VIOLETA	JULY 2025		INSTRUCTOR FOR SENIOR MUSIC & C	
				13508	001-423-0000-4260	1,100.00
					Total :	**1,100.00**
	5 Vouchers for bank code :	bank3			**Bank total :**	**2,162.50**
	5 Vouchers in this report				**Total vouchers :**	**2,162.50**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 25-091

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241600	8/25/2025	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE - AUGUST 2025	
					001-1160	2,402.44
					Total :	**2,402.44**
241601	8/25/2025	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE - AUGUST 2025	
					001-1160	111.60
					Total :	**111.60**
241602	8/25/2025	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DELTA DENTAL INS. - AUGUST 2025	
					001-1160	12,021.73
					Total :	**12,021.73**
241603	8/25/2025	103054 SAN FERNANDO POLICE	DEMAND		SAN FERNANDO POLICE OFCR. ASSO(	
					001-1160	2,320.00
					Total :	**2,320.00**
241604	8/25/2025	887627 STANDARD INSURANCE	DEMAND		LIFE / AD&D INSURANCE BENEFITS	
					001-1160	2,715.24
					Total :	**2,715.24**

5 Vouchers for bank code : bank3 **Bank total :** **19,571.01**

5 Vouchers in this report **Total vouchers :** **19,571.01**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 25-091

vchlist **Voucher List** **Page: 1**
08/27/2025 1:39:28PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
241099	7/18/2025	887627 STANDARD INSURANCE	DEMAND		DEMAND FOR CHECK/LIFE/AD&D INSU	
					001-1160	2,901.26
					Total :	**2,901.26**
241100	7/18/2025	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		DEMAND CHECK/VISION INSURANCE E	
					001-1160	2,468.66
					Total :	**2,468.66**
241101	7/18/2025	103054 SAN FERNANDO POLICE	DEMAND		DEMAND FOR CHECK/SAN FERNANDC	
					001-1160	2,400.00
					Total :	**2,400.00**
241102	7/18/2025	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DEMAND FOR CHECK/DENTAL INSURA	
					001-1160	111.60
					Total :	**111.60**
241103	7/18/2025	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DEMAND FOR CHECK/DENTAL INSURA	
					001-1160	12,432.01
					Total :	**12,432.01**
241605	8/27/2025	103648 CITY OF SAN FERNANDO	P/R ENDING 8-22-25		REIMBURSEMENT FOR PAYROLL 8-29-	
					001-1003	610,803.01
					007-1003	2,438.74
					017-1003	2,871.28
					027-1003	5,006.05
					029-1003	3,344.31
					041-1003	8,652.34
					043-1003	28,742.49
					070-1003	64,155.81
					072-1003	23,275.01
					094-1003	1,177.05
					Total :	**750,466.09**

6 Vouchers for bank code : bank3 **Bank total :** **770,779.62**

6 Vouchers in this report **Total vouchers :** **770,779.62**

vchlist **Voucher List** **Page: 2**
08/27/2025 1:39:28PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager

Date: September 2, 2025

Subject: Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

RECOMMENDATION:

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

ANALYSIS:

This report is meant to provide City Council and the community with regular status updates and major City efforts, including, but not limited to, FY 2024-2025 approved enhancements, capital improvement projects, and City Council priorities. Changes to each project since the last meeting have been tracked and are shown in red. Attachment "C" shows City contracts that are approaching the end of the term. Attachment "E" provides a summary of 2025 Legislative Advocacy & Funding Request Letters.

COMPLETED PROJECTS:

City Manager's Office & City Clerk's Office.	**Date Completed**
Title: City Council Office Redesign	September 2024
Title: Records Retention Policy Update	January 2025

Community Development Department.	**Date Completed**
Title: Animal Control Contract Management	June 2024
Title: CDBG Neighborhood Cleanup Program	June 2025
Title: New Position – Planning Manager	March 2025
Title: Mixed Use and Specific Plan Overlay Districts	March 11, 2025
Title: Graffiti Program (with Public Works and Police Department)	February 18, 2025
Title: Homeless Action Plan Implementation and Management	March 2025
Title: Zoning Code Reorganization	May 5, 2025
Title: Landscape Ordinance	May 5, 2025
Title: Outdoor Dining Ordinance	May 5, 2025

COMPLETED PROJECTS CONTINUED:

Finance.	**Date Completed**
Title: American Rescue Plan Act (ARPA) Allocations	February 18, 2025
Title: Online Bill Payment System (Paymentus)	February 2025

Police Department.	**Date Completed**
Title: Narcotics Incinerator	September 2024
Title: Law Enforcement Technology Improvements	September 2024
Title: Police Department Overtime	February 2025
Title: Law Enforcement Technology Improvements –	
Handheld Ticket Writers	April 8, 2025
eSubpoena	May 19, 2025

Public Works Department.	**Date Completed**
Title: Civic Center Beautification (Painting) Project	January 2025
Title: Position Reclassification: Convert Four (4) Part-Time Maintenance Workers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance	October 31, 2024
Title: Street Resurfacing Project – Phase 3	November 2024
Title: Curb Painting, Street Striping, and Street Markings	Spring 2025
Title: Pioneer Park Playground Renovation Project	January 23, 2025
Title: Urban Forest Management Plan	March 31, 2025

Recreation & Community Services.	**Date Completed**
Title: Afterschool Teen Program	October 7, 2024
Title: Park Opportunity Plan	October 7, 2024

ACTIVE PROJECTS:

City Manager's Office.

Title: Downtown Master Plan
Description: During the FY 2022-2023 budget process, the City Council approved funding to develop a Downtown Master Plan (DTMP), including a robust community outreach process. The DTMP will serve as a vision to guide future actions to develop, revitalize, and improve Downtown San Fernando. The budget allocation for this project is $297,675.

Status: In 2023, the City awarded a professional services agreement to Dudek as lead consultant to work with the City to develop and implement the community engagement plan and prepare the report. The consultant team also includes Problosky Research (multimodal community survey), Walker Consultants (parking analysis), HR&A (economic analysis) and Place It! (community outreach).

To date, the following actions have been completed:

- Multimodal Statistically Significant Survey (December 2023 through March 2024)
- City Council Ad Hoc Meeting No. 1 (March 11, 2024)
- Community Advisory Committee Meeting No. 1 (April 11, 2024)
- Community Outreach Event No. 1 "Walkshop" (April 27, 2024)
- General Online Survey (April 27, 2024 through May 29, 2024)
- Existing Conditions Analysis (July 2024)
- Presentation of Phase 1 Findings to City Council and Planning Preservation Commission (September 16, 2024)
- Presentation of Phase 1 to the Planning and Preservation Commission on November 12, 2024, was cancelled due to a lack of a quorum.
- Contract extension from December 31, 2024 to December 31, 2025.
- Met with the Ad Hoc on June 11, 2025, to discuss next steps. Presentation of next steps to City Council in October 2025.

Next City Council Action: Presentation to City Council regarding next steps.

Tentative Completion Date: December 2025.

Staff Project Lead: Kanika Kith

Title: East San Fernando Valley Light Rail Transit Project
Description: The East San Fernando Valley Light Rail Transit Project (ESFVLRT) (formerly the East San Fernando Valley Transit Corridor Project) is a transit project constructing a light rail line on the east side of the San Fernando Valley to improve connections and access to crucial destinations in the East and Northeast San Fernando Valley. The project is being considered in two (2) phases. Phase 1 is a 6.7-mile at-grade alignment that includes 11 new transit stations along Van Nuys Boulevard, connecting the Orange Line in Sherman Oaks to San Fernando Boulevard in Pacoima. Phase 2 is a 2.5-mile segment running from the terminus of Phase 1 at San Fernando Road/Van Nuys Boulevard in Pacoima to the Sylmar/San Fernando Metrolink Station. Metro is conducting a supplemental study of the Phase 2 segment throughout 2024 to consider additional design options. Funding for the project is provided through Measure R and Measure M.

Status: Phase 1 engineering design has been completed, a Progressive Design Build (PBD) contract has been awarded, and construction commenced earlier this year on Phase 1 of the project along Van Nuys Boulevard. The tentative completion date for Phase 1 is 2031. Metro is currently completing additional safety and design studies for Phase 2 (the San Fernando segment) of the project.

To date, the following actions have been completed:

- City provided comments on initial draft of ESFVLRT Environmental Impact Report (EIR) (October 25, 2017)
- City provided additional comments on draft of ESFVLRT EIR (February 20, 2018)
- City provided final comments on draft of ESFVLRT EIR (March 31, 2020)
- Status update presentation provided to City Council by Metro staff (October 19, 2020)
- Metro Board certification of the ESFVLRT Final EIR (December 2020). Metro Board requested further studies to address safety and design concerns from the City of San Fernando
- Metro conducted an initial Grade Crossing Analysis for Phase 2 (April 2022 – September 2022)
- Status update presentation provided to City Council by Metro staff on Phase 2 (July 18, 2022)
- Metro Board authorized additional Phase 2 supplemental studies focused on: a) Transit and Multimodal Connectivity, b) Safety, c) Travel Time Savings, Ridership, and Mode Shift, d) Costs, e) Right of Way Impacts, f) Traffic Considerations, and g) Equity Considerations (January 2024 through Summer 2024).
- Status update presentation provided to City Council by Metro staff on Phase 2 (May 20, 2025).
- On June 4, 2025, staff met with Metro to discuss potential safety improvements under the California Public Utilities Commission's (CPUC) Section 130 program. The Section 130 Grade Crossing Hazard Elimination Program provides federal funds to local agencies (cities and counties) and railroads to eliminate hazards at existing at-grade public highway-rail crossings.
- On June 25, 2025, staff met with Metro, Metrolink, and representatives from LA County to discuss potential paths to early action safety improvements at the City's four (4) train crossing intersections. Metro is reviewing existing funding and programming options and will provide the City with an update shortly.
- On July 7, 2025, Metro presented the results of additional public outreach efforts to the City Council. They have requested that City Council provide an official position on the proposed options as soon as possible.
- On August 18, 2025, the City Council approved a position letter to the Metro Board, providing conditional support for Scenario 2, with a series of mitigation measure.

The San Fernando Valley Council of Governments will consider adopting an official position on the matter at their next meeting in early October, before the next Metro Board meeting. Metro staff anticipate receiving Board direction on a selected option at their October or November meeting.

Next City Council Action: Await Metro Board decision in the Fall. Staff will continue to pursue early action safety improvement funding and other mitigation items supported by the City Council.

Tentative Completion Date: N/A

Staff Project Lead: Will Pettener

Title: CDBG Small Business Assistance Grant Program
Description: Annually, Community Development Block Grant (CDBG) program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Small Business Assistance Program (SBAP). This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to defer graffiti and beautify a building wall with landscape.

Status: On November 18, 2024, the City Council approved the proposed guidelines for the SBAP and allocating $64,506 from the unallocated CDBG funds in FY 2023-2024 to the SBAP, increasing total funding for the SBAP to $210,110. Approximately 35 applications have been received; however, many are incomplete. Staff is actively working with applicants to assist in completing their submissions for consideration.

Next City Council Action: Updates will be provided in September 2025.

Tentative Completion Date: September 2025

Staff Project Lead: Kanika Kith

Title: Virtual San Fernando – City Website Redesign and My San Fernando App
Description: In September 2022, the City Council appropriated American Rescue Plan Act (ARPA) funds to support the creation of Virtual San Fernando. Phase 1 of Virtual San Fernando included developing a My San Fernando mobile application, primarily focused on improving the ability for community members to submit service requests. Phase 1 was completed in March 2024 with the launch of the My San Fernando App (developed by GoGov). To date, more than 4,300 requests have been submitted through the App (See Attachment “A” for activity reports).

In October 2023, after an extensive vetting process by City staff, the City Council awarded a Master Subscription Agreement to Granicus to redesign the City’s website. The budget allocation for this program is $200,000. The goal for the development of the new website is to depart from department-specific webpages and create more service-oriented categories that will make the website more user friendly for the public.

Status: Phase 1 – Mobile Application, has been completed. Phase 2 –A Website Development Committee has been established with representatives from each Department to work through migrating old content from the current website and creating new content where applicable. Granicus has completed their initial development phase and content migration phase from the current website.

Due to Granicus staff transition issues, City staff requested a new Project Manager and filed a formal complaint with the contractor to address concerns with lack of responsiveness on the project. Granicus' website development Director met with City staff and have identified a path forward with expedited training scheduled for August 12 and August 21 to begin building out content on service pages and Department landing pages. Quality control check on initial development and content migration from staff is underway.

Based on the initial training and overview provided by Granicus, staff have determined that the workload required of staff to complete additional webpages may lead to additional delays on the launch. Fortunately, staff were also able to uncover $10,000 of available ARPA funding that may be used to work with Granicus to take on additional backend development.

Next City Council Action: No additional City Council action required at this time.

Tentative Completion Date: Fall/Winter 2025 launch of redesigned website.

Staff Project Lead: Will Pettener

City Clerk Department.

Title: Amend the "City Recognition Requests Policy/Procedure and Amendments to the San Fernando City Council Procedural Manual
Description: Expand on the City's Recognition Requests Policy/Procedure to include definitive descriptions and guidelines for City Council issued recognitions such as Resolutions, Proclamations, and official written acknowledgments for individuals, groups, or organizations in honor of significant contributions, achievements, or service to the community.

In May, 2025, the City Council adopted a revised City Recognition Requests Policy/Procedure, which replaced the previous City Council Awards Program. The updated policy establishes clear guidelines for awarding Certificates of Recognition, Proclamations, and other forms of official written recognition by the City Council to individuals, groups, or organizations for their significant contributions, achievements, or service to the community. It provides direction for both the City Council and staff, outlines eligibility criteria, and details administrative procedures, including the use of a new City Recognition Request Form to be submitted with each request.

On August 4, 2025, the City Council directed staff to return at the first meeting in September 2025, with proposed revisions to the City Recognition Requests Policy/Procedure. These revisions will add clear descriptions and guidelines for City Council issued Resolutions, Proclamations, and other forms of written recognition.

Next City Council Action: September 2, 2025

Tentative Completion Date: October 2025

Staff Project Lead: Julia Fritz

Community Development Department.

Title: Community Preservation Commercial Property Education Program
Description: To address the City Council's interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors.

Status: On August 19, 2024, the proposed program was presented to the City Council for feedback prior to implementation. A postcard invite has been created and distributed to all businesses by March 26, 2025. The website has been updated with more information. Two (2) workshops were held on Wednesday, March 30, 2025, at 8:00 a.m. and Wednesday, May 7, 2025, at 6:00 p.m. Walking inspections began the week of May 12, 2025. Two (2) blocks have been completed on N. Maclay Avenue. Thus far a total of 22 businesses were recognized at the Quarterly Special Meeting on July 28, 2025, for maintaining code compliance. An additional 19 businesses are tentatively scheduled to be recognized at the next Quarterly Special Meeting.

Next City Council Action: No additional City Council action required at this time.

Tentative Completion Date: FY 2026-2027 (Ongoing).

Staff Project Lead: Andrew Rodriguez

Title: Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements
Description: A Climate Action and Resilience Plan (CARP) serves as a strategic framework designed to mitigate the adverse effects of climate change while fostering resilience within communities and ecosystems. Its primary purpose is to identify and implement measures that reduce greenhouse gas (GHG) emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. The CARP promotes sustainable practices like renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, while fostering collaboration among stakeholders and supporting innovation in green energy. A grant from the California Governor's Office of Planning and Research (now Governor's Office for Land Use and Climate Innovation) was received to complete the CARP and for updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements.

Status:

- **CARP Phase 1:** Completed and presented to City Council in February 2024 with data collection, a GHG Emissions Inventory, and a Vulnerability Assessment.
- **CARP Phase 2:** Ongoing, focusing on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost-effective manner and include strategies for climate adaptation and resilience. Extensive community engagement, led by Pacoima Beautiful, Fernandeño Tataviam Band of Mission Indians (FTBMI), and Climate Resolve, is a key component.
- **Grant:** On April 2, 2024, the City Council accepted the California Governor's Office of Planning and Research Grant and appropriated the funds. The City Council also approved a professional services agreement with Rincon Consultants Inc. to complete the CARP and General Plan updates.
- **General Plan Update:** The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/ Park-Recreation elements. All activities are to be completed by January 31, 2026.

Community Engagement: Community engagement activities are planned throughout 2024-2025. The first Planning 101 workshop was held on September 28, 2024, from 10 a.m. to 2 p.m. at Recreation Park. The second activity was a Community Meeting on November 16, 2024, at Las Palmas Park from 9 a.m. to 10:30 a.m. This was supplemented by a Tribal Community Meeting, which was held via invitation only on November 14, 2025. The first Advisory Group Meeting was held on January 7, 2025, virtually and included applicants that were selected to participate through a robust interview process. A second Advisory Group Meeting was held on February 13, 2025 via zoom where the group outlined an equity framework for the plan and helped establish equity guardrails to facilitate collaboration and enable consistent, thoughtful decision making. The Walkshop scheduled for December 7, 2024, was rescheduled to February 22, 2025 , from 10 a.m. – 1 p.m. due to inclement weather and the fires in January. It was a well attended event with 20 residents. Community members took a walk throughout the city using tools that measured heat, noise and air pollution. On April 19th, staff attended the Spring Jamboree in collaboration with Climate Resolve, Pacoima Beautiful, and Fernandeno Tataviam Band of Mission Indians. The community engagement collected over 100 surveys in both English and Spanish. During the third Advisory Group Meeting on May 14, 2025, the revised equity guardrails were reviewed and finalized by the team. Then, on May 28, 2025, a walkshop was hosted with approximately 20 students from San Fernando Middle School. On July 25, 2025, marked the final community engagement activity for staff in collaboration with Climate Resolve, Pacoima Beautiful, and Fernandeno Tataviam Band of Mission Indians. Booklets were handed out to the public to further understand the city's living roadmap for a healthier, safer, and more connected future as it relates to challenges climate change presents to the San Fernando community.

Workshops will occur at:

- Planning and Preservation Commission Meeting on September 9, 2025, at 5:30 p.m.
- City Council Meeting on September 15, 2025, at 6:00 p.m.

Tentative Completion Date: January 31, 2026

Staff Project Lead: Ron Garcia

Title: SCAG REAP 2.0 Grant
Description: The City was awarded $791,818 under the SCAG REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Program and $333,182 under the Subregional Program (SRP) for a total of $1,125,000. On January 25, 2024, the City was notified of the Governor's 2024-2025 State Budget proposal that included budget cuts including a reversion of the SCAG's REAP 2.0 programs. Fortunately, on July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. SCAG immediately began working with the City to refine the scope of work (SOW), budget, and schedule.

The City's final SOW consists of five sub-projects that were identified as programs in the City's 2021-2029 Housing Element. In summary they are:

- Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing.
- Complete a comprehensive update to the Zoning Code and Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.
- Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects.

Status: On October 21, 2024, the City Council adopted a resolution accepting the Southern California Associations of Governments' Regional Early Action Program 2.0 Grant and authorizing a Memorandum of Understanding to implement the grant program. SCAG will no longer be able to procure a consultant on behalf of the City. The City will procure the consultant. A Call for Service was issued out on November 7, 2024, to the pre-approved on-call list of consultants. The goal would be to begin work in January, 2025 as the deadline for funds to be expended has been extended to June 30, 2026.

On November 7, 2024, a call for professional service was issued to the planning consultants on the City's on-call as needed. The proposals were due on December 5, 2024. Two (2) proposals were received. Staff reviewed proposals and interviews were conducted on January 16, 2025,

with each of the firms. City Council approved a professional services agreement with Rincon Consultants at the March 3, 2025 Regular City Council meeting. A kick off meeting was held on Friday, March 7, 2025.

On March 19, 2025, staff and consultant team conducted a City tour to look at sites of recent development, sites where there are approved developments, and sites of proposed developments. The team also toured sites of potentially historic homes. The purpose of the tour was to familiarize the consulting team with pattern of development, lot configurations, existing neighborhood and historic architectural styles. This will provide background information in developing residential objective design standards and provide some context for the update to the historic survey.

A Community Engagement Plan was approved by the City Council on May 5, 2025. There has been one pop up event at the San Fernando Brewery on June 1st. There was an urban loteria game set up for participants to provided feedback about five topics: (1) the code "El Codigo"; (2) community engagement "La Voz"; (3) history "La Historia"; (4) building facades "La Fachada"; and (5) neighborhoods "El Vecindario". Feedback highlights are below:

- El Codigo
    - "remove single-family zoning in favor of building multi-family structures"
    - "Why are the rules for breweries different based on location?"
        - Conversation about why the SF brewery which is in an industrial zone has different permissions than the other brewery in the Corridor Specific Plan
    - "Promote attention to areas/zones where businesses are currently vacant"
- La Voz
    - "being asked directly in spaces like these"
    - "my family might be more involved if we knew we could be"
    - "via online bulletin"
    - "meeting times taking place not during the week/working hours"
    - "things like this"
- La Historia
    - The Mission +5
    - The Adobe House +2
    - San Fernando Strip Mall
    - Archway on MacClay
- La Fachada
    - "good landscaping"
    - "aesthetically pleasing or same design or color to match"
    - "decent upkeep/condition to make people feel comfortable going in"
    - "greenery, trees, flowers"
    - "older buildings should match newer buildings"
- El Vecindario
    - Low crime
    - "block parties, community events, pop-ups"

- "low crime, better paved streets, close community events so that everyone know each other"
- "small festivals"
- "community spaces and gatherings tailored to all ages/families"

Future Pop Up Events will occur at:
- Las Palmas Senior Citizen Club Dance on Saturday, June 14, 2025, from 5 p.m. to 9 p.m.
- Movies at the Park on Friday, July 18, 2025, from 7 p.m. to 10 p.m. at Recreation Park
- Concert in the Park on August 23, 2025, from 7:00 p.m. to 9:00 p.m. at Recreation Park
- Concert in the Park on August 30, 2025, from 6:00 p.m. to 9:00 p.m. at Casa De Lopez Adobe. Surveys provided at the Pop Up events will be available at the following link:
- English/Spanish https://www.surveymonkey.com/r/sfdesign

Workshops will occur at:
- Planning and Preservation Commission Meeting on August 12, 2025, at 5:30 p.m.
- City Council Meeting on September 2, 2025, at 6:00 p.m.

Next City Council Action: TBD

Tentative Completion Date: June 30, 2026

Staff Project Lead: Ron Garcia

Public Works Department.

Title: Carlisle Green Alley Reconstruction Project
Description: The Carlisle Green Alley Project will revitalize an underutilized alley into a vibrant linear green space. Through a combination of strategic planning and sustainable design, this project seeks to enhance urban landscape, foster environmental sustainability, and promote healthier, more vibrant neighborhoods. The development will include a safer walking and biking route, enhanced with shade trees and lighting to encourage active transportation and community engagement. The landscape will be revitalized with the planting of over 200 trees and native plants, enriching the area's biodiversity. Permeable surfaces will be installed to facilitate groundwater infiltration, improving water quality and reducing runoff. Additionally, the construction of bioswales will naturally filter stormwater, mitigate flooding, and bolster the area's environmental resilience.

Status: On September 3, 2024, the City Council approved a Professional Services Agreement with TreePeople for project management. On January 6, 2025, the City Council approved a Professional Services Agreement with Craftwater for design services.

Carlisle Street Green Alley Project Tentative Timeline

Milestones	Tentative Date

- Design 60% 10/15/2025
- Design 100% 1/5/2026
- Advertise 1/6/2026-3/30/2026
- Recommend Award of Construction Contract 4/20/2026
- Construction 5/18/2026-2/1/2027
- Notice of Completion 2/15/2027
- Project Closeout March 2027

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: March 2027

Staff Project Lead: Patsy Orozco

Title: Calles Verdes Project
Description: The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City's infrastructure to effectively manage stormwater and nuisance water. Through the implementation of innovative techniques, the project endeavors to construct bioswales across strategic locations within City streets and parking lot. Specifically, the project entails the installation of bioswales along Maclay Avenue, stretching from San Fernando Road to Kewen Street, alongside the creation of bulbouts at key intersections including Maclay Avenue and Celis Street and Maclay Avenue and Pico Street. Furthermore, the initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, as well as promoting sustainable water management practices. These bioswales and bulbouts will feature strategically placed curb cuts to redirect stormwater and nuisance water away from the street's surface, while simultaneously fostering the growth of greenery within the landscaped parkways. Additionally, street trees will be planted to further enhance the aesthetic and environmental benefits of the project. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing concrete parking lot medians.

Status: Design Team is currently working on finalizing the design. Upon completion of design, the City will advertise the project for construction.

Next City Council Action: Once design is finalized and construction bids are received, a recommendation to award a construction contract will be presented to City Council. Tentatively scheduled for October 2025.

Tentative Completion Date: December 2026

Staff Project Lead: Patsy Orozco

Title: Las Palmas Park Revitalization Project
Description: The Las Palmas Park Revitalization project encompasses a comprehensive array of amenities aimed at enhancing the park's functionality, aesthetics, safety, and sustainability. The

project includes new multi-purpose field lighting, renovating three baseball fields with lighting, renovating existing restroom/concession building at Ballfield 1, renovating basketball courts with lighting, renovating existing playground with ADA accessibility, constructing a new splash pad with a new prefabricated restroom building to meet the code requirements of the splash pad, renovating existing outdoor exercise equipment, renovating picnic shelters with walking path lighting, and striping of basketball/roller derby.

Status: Public Works and Recreation & Community Services met with the design consultant, RJM Design Group on May 14th to discuss the available options to reduce the project scope. RJM Design Group prepared an updated cost estimate to reflect the proposed revised project scope which was reviewed by Public Works and Recreation & Community Services. The proposed revised project scope is being preliminary reviewed by the granting agency. Once completed, Staff will be presenting their recommendation to City Council which is expected in August 2025.

Next City Council Action: Discussion and Consideration to adjust the design based on budget constraints is tentatively scheduled for October 2025.

Tentative Completion Date: June 2027

Staff Project Lead: Patsy Orozco / Willdan

Title: Cindy Montañez Natural Park Improvements & Maintenance
Description: In June 2023, City Council accepted a $7.5 million grant for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Cindy Montañez Natural Park. Improvements to the Park include extending the bike path to Foothill Boulevard, new lighting, restroom facilities, and restoration of walking paths, bridges, and vegetation throughout the park. A permanent Cindy Montañez memorial sign will also be purchased and installed.

Ongoing maintenance of the Park including watering, mulching, stump removals, tree removals, weeding, brush removals, tree pruning, creek clean-up, and trash disposal, is required.

Status: In June 2024, staff began meeting with community organizations that have the knowledge, expertise, and resources to properly maintain a “natural park” to explore possible partnerships to provide adequate ongoing maintenance. Staff has met with TreePeople as well as Tataviam Conservation Corps to discuss possible partnerships for ongoing maintenance. As part of their tree planting services, TreePeople staff currently visits weekly to hand-water the native plants and trees due to the vandalism of the park’s irrigations system. To support the health of these plants, they also apply mulch to help conserve moisture and prolong water availability. Additionally, the team repairs protective cages around newly planted vegetation and actively removes invasive species. Preparations are underway for the planting of 100 native plants this fall through the Calles Verdes grant.

On August 21, 2024, staff discussed utilizing Tataviam Conservation Corps to assist with the park's upkeep through funding received by the Fernandeño Tataviam Band of Mission Indians. Their responsibilities would include creek clean-up, weed and brush removal, tree pruning, trail maintenance, tree stump removal, and trash disposal on a bi-weekly basis. A maintenance agreement with the Fernandeño Tataviam Band of Mission Indians was approved by City Council on October 21, 2024.

On February 24, 2025, City staff met with representatives of the Tataviam Tribe to discuss proposed landscaping improvements for Cindy Montañez Natural Park and the Pacoima Wash Bikeway. City staff is currently working on Request for Proposals (RFP). The RFP is tentatively schedule to advertise September 2025 and open bids October 2025.

Next City Council Action: No City Council action at this time.

Tentative Completion Date: On-going

Staff Project Lead: Patsy Orozco / Willdan

Title: San Fernando Mission Trail Restoration Project Phase I – III
Description: Project to restore the lighting along the San Fernando Road Bike Path in the City of San Fernando would involve several key steps to ensure safety, efficiency, and sustainability.
Project Goals: 1) Enhance Safety – Improve visibility for cyclists and pedestrians, reducing accidents and crime. 2) Improve Energy Efficiency – Utilize LED or solar-powered lights to reduce energy consumption. 3) Ensure Sustainability – Minimize environmental impact by using renewable energy sources and dark-sky-compliant lighting.

Status - Project Scope:
Assessment and Planning:
- Coordinate with the City of San Fernando Public Works Department.
- Conduct an audit of existing lighting infrastructure.
- Identify broken or malfunctioning lights.
- Determine optimal placement and required level of lighting for new or upgraded lights.

Design and Technology Selection:
- Install solar-powered LED lights to enhance sustainability.
- Use motion-sensor lighting in lower-traffic areas to conserve energy.
- Implement anti-glare shields to minimize light pollution.
- Ensure compliance with local regulations and energy efficiency standards.

Implementation:
- Replace damaged poles and fixtures.
- Upgrade electrical systems where needed.
- Integrate smart lighting controls for maintenance monitoring.

Maintenance and Monitoring:
- Develop a long-term maintenance plan.
- Establish a reporting system for outages or damage.

Next City Council Action: No City Council action at this time.

Tentative Completion Date: To be determined

Staff Project Lead: Patsy Orozco / Willdan

Title: HSIP Traffic Signal Modification Project
Description: The Highway Safety Improvement Project (HSIP) Cycle 8 involves upgrading traffic signals at nine (9) locations in the Metrolink Corridor (San Fernando Road and Truman Street). The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc. The nine (9) intersections include:

1. Hubbard Avenue at San Fernando Road
2. Hubbard Avenue at Truman Street
3. Hubbard Avenue at First Street
4. Maclay Avenue at San Fernando Road
5. Maclay Avenue at Truman Street
6. Maclay Avenue at First Street
7. Brand Boulevard at San Fernando Road
8. Brand Boulevard at Truman Street
9. Wolfskill Street at Truman Street

Status: The City's contractor has completed the installation of the new reflective and internally illuminated street name signs on the mast arms at the nine project intersections. The installation of striping and signage within the railroad right of way has also been completed.

Next City Council Action: Project Construction Acceptance, tentatively scheduled for October 2025.

Tentative Completion Date: October 2025

Staff Project Lead: Manuel Fabian / Willdan

Title: Citywide Traffic Signal Synchronization Project
Description: The Citywide Traffic Synchronization Project involves upgrades of controller systems at 13 locations throughout the City. The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

The locations that form part of the project are the following:
1. Truman Street at South Workman Street
2. San Fernando Mission Boulevard at San Fernando Road
3. San Fernando Mission Boulevard at Pico Street

4. San Fernando Mission Boulevard at Hollister Street
5. San Fernando Mission Boulevard at Kewen Street
6. San Fernando Mission Boulevard at Mott Street
7. San Fernando Mission Boulevard at O'Melveny Street
8. North Maclay Avenue at Library Street
9. North Maclay Avenue at Fifth Street
10. North Maclay Avenue at Seventh Street
11. North Maclay Avenue at Eighth Street
12. South Brand Boulevard at Celis Street
13. South Brand Boulevard at Kewen Street

Status: The traffic signal controllers and cabinets are currently being tested at Los Angeles County Department of Public Works Traffic Signal Lab for quality assurance. The City has secured approval from the California Public Utilities Commission (CPUC) to proceed with implementing the proposed timing at the intersections adjacent to the railroad for the project. The City's consultant has completed inputting the updated timing sheets into the traffic signal controllers for these intersections. Observation and fine tuning of the new timing at the intersections adjacent to the railroad has been completed.

Next City Council Action: Acceptance of the project as completed, tentatively scheduled for December 2025.

Tentative Completion Date: October 2025

Staff Project Lead: Manuel Fabian / Willdan

Title: Citywide Signage Upgrades
Description: Replacement and installation of various signs. The project consist of several types of sign replacements including but not limited to traffic signs, wayfinding signs and trolley signs. The project will replace faded signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs. This project will be performed in phases; Phase I will consist of wayfinding and trolley signs. The City has obtained the services of the Los Angeles County Public Works Department (LACPWD) to manufacture and install the signs. Installation will begin in late February. Phase II will consist of regulatory, warning and guide signs. The City plans to coordinate with Los Angeles County Public Works for Phase II sign replacement. The City has over 3,100 regulatory, warning and guide signs citywide.

Status: Installation of trolley signs and wayfinding signs has been completed by LACPWD. Phase II will commence in FY 2025-2026.

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: Phase I is complete.

Staff Project Lead: Manuel Fabian /Willdan

Title: Bus Shelter Rehabilitation Project
Description: The Bus Shelter Rehabilitation Project involves the installation of new bus shelters and bus benches at eight (8) bus stop locations, removal and reconstruction of damaged and non-ADA compliant wheelchair ramps, sidewalks and drive approaches, relocation/adjustment traffic signal/street lighting boxes and water meters, etc.

Status: Procurement of bus shelters and benches continues which has an approximate four (4) to six (6) month lead time per the manufacturer. Construction is anticipated to begin in August 2025.

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: October 2025.

Staff Project Lead: Manuel Fabian / Willdan

Title: Pacoima Wash Bikeway Project
Description: The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project Phase I consists of constructing a bikeway and installing a prefabricated pedestrian bridge along the Pacoima Wash Channel from Fourth Street (Bradley Avenue) to Cindy Montañez Natural Park (Eighth Street). The project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options along local streets as noted in the City's Safe and Active Streets Plan, encouraging connectivity to wider bike and pedestrian network in neighboring communities within the City of Los Angeles. The project entailed construction of a 12 foot wide, 1.34-mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated pedestrian bridge, installation of rectangular rapid flashing beacons, welded wire fence, solar lights, bollards, signage, striping, and markings, as well as access ramps. The contractor is currently working on final punch list items.

Status: Construction is 98% complete. In order to address current safety concerns and vandalism, additional bollards will be installed at the bikeway entry points, additional striping will be placed, and concrete curbs will be constructed at the base of the solar lights.

Next City Council Action: Notice of Completion, scheduled for fall 2025.

Tentative Completion Date: October 2025

Staff Project Lead: Patsy Orozco

Title: Residential Permit Parking (RPP) Program
Description: Residential – Revitalize the existing residential permit parking program by conducting a thorough review of the municipal code to identify recommended updates that incorporate statewide policies and regulations. Review and update existing operational policies

and enforcement guidelines to ensure that the program is fair and equitable throughout the City. Data will also be collected to assist in making data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Commercial – As part of the Downtown Master Plan, which encompasses all of the City's major commercial corridors, updated parking data has been collected and recommendations for best practices will be presented by Walker Parking consultants. Additionally, staff is working to upgrade all parking meters in the commercial corridors to smart meters that accept both coins and credit cards.

Status: Following the contract award on July 15, 2024, City staff and Dixon Resources Unlimited have completed extensive data collection and community outreach, structured into two (2) phases.

In August 2024, Dixon began internal needs assessment interviews with key City departments, including Finance, Community Development, and Police. An Enforcement Workshop was also held on January 14, 2025, with Code Enforcement and Parking Enforcement officers to assess implementation needs and challenges.

Parking occupancy data was collected on September 12 and 14, 2024, in the City's two (2) existing Residential Permit Parking (RPP) zones and one (1) non-RPP zone impacted by ADUs.

Two (2) rounds of community engagement meetings were held. The first round included an in-person meeting on November 21, 2024, and a virtual meeting on December 4, 2024. The second round included an in-person meeting on February 19, 2025, and a virtual meeting on February 20, 2025. Combined attendance for the first round totaled 35 participants, while 30 participants attended the second round. A community parking survey, open from October 23, 2024 to January 31, 2025, received over 400 responses in English and Spanish.

Recent outreach efforts have included project updates and presentations to the City Manager (March 26, 2025), Parking Ad Hoc Committee (April 16, 2025), Transportation and Public Safety Commission (April 3, 2025), and the Planning and Preservation Commission (April 14, 2025). On May 19, 2025, the City Council received and filed a presentation on the proposed policies.

On July 7 and August 4, 2025, City Staff presented the first and second reading of amendments to Ch 90 of the SFMC. These amendments included provisions on the RPP program and creating parking restriction for human habitation in campers. Per City Council direction, City Staff will bring the amendments back as two separate amendments. Thus, the RPP section of the Ch 90 Amendments will go before City Council again for a first reading on September 2, 2025.

Additionally, the program will also be dictated by Administrative Guidelines, which will have to come to Council separately to be passed through resolution. Prior to going to City Council, City

staff will present the administrative guidelines to the transportation and safety commission at their August 7th meeting.

Next City Council Action: The first reading for the RPP Ch 90 Amendments is scheduled for the September 2, 2025 City Council Meeting.

A resolution for the passage of the administrative guidelines is tentatively scheduled for the October 6, 2025 City Council meeting.

Tentative Completion Date: November 2025

Staff Project Lead: Isabella Tapia

Title: City Facility Condition Assessment Report
Description: The Facilities Condition Assessment (FCA) report is a comprehensive evaluation of the current condition of all city owned facilities (buildings).This report is used to assess the physical state of the facilities, identify deficiencies, and estimate the costs associated with repairs, maintenance, and capital improvements. Key Components of a Facilities Condition Assessment Report: Inventory of Assets: A detailed list of all the assets being assessed, including buildings, infrastructure, and equipment. Visual Inspections: On-site inspections of the facilities to assess the condition of structural, mechanical, electrical, plumbing, and other building systems. Condition Ratings: Assigning condition ratings or scores to different components based on their current state, typically ranging from “excellent” to “poor.” Deficiency Identification: Identifying and documenting deficiencies or issues that need to be addressed, such as structural damage, outdated systems, or safety hazards. Cost Estimates: Providing cost estimates for the repairs, replacements, and improvements needed to bring the facilities up to desired standards or maintain their current state. Prioritization: Recommendations for prioritizing repairs and maintenance based on factors like safety, regulatory compliance, and potential impact on operations. Life Cycle Analysis: Analyzing the expected remaining useful life of building systems and components to plan for future replacements or upgrades. Recommendations: Strategic recommendations for maintaining, repairing, or upgrading the facilities, including short-term and long-term plans. Facility Condition Index (FCI): A metric often included in the report that provides a snapshot of the overall condition of the facility. It is usually calculated by dividing the total cost of repairs by the replacement cost of the facility.

The FCA report includes the following elements: Strategic Planning: Helps organizations plan and budget for maintenance, repairs, and capital improvements over time. Resource Allocation: Assists in allocating resources more effectively by identifying priority areas. Risk Management: Identifies potential risks related to the physical condition of the facilities that could affect safety, compliance, or operations. Compliance: Ensures that facilities meet regulatory requirements and industry standards. Improvement Tracking: Provides a baseline to measure the progress of facility improvements over time.

FCA reports are commonly used by property owners, facility managers, government agencies, and educational institutions to manage their physical assets and make informed decisions about maintenance and capital investments.

Status: Project kick-off meeting was held on October 16, 2024.

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: August 2025

Staff Project Lead: Rodrigo Mora

Title: Fixed Route ADA Sidewalk Improvement Project
Description: The Fixed Route ADA Sidewalk Improvement Project consists in upgrading damaged and non-ADA compliant sidewalks, drive approaches, curb and gutters, wheelchair ramps, etc., along transit routes: Truman Street, from Brand Boulevard to Maclay Avenue; Hubbard Avenue from San Fernand Road to First Street; and Seventh Street and Harding Avenue.

Status: Determine detailed scope of work, field-checking sites, preparing cost estimates, preparing project specifications, identifying conflicting utilities, identifying business access that will be impacted by proposed construction. Complete project specifications and construction quantities, and advertise project for construction.

Next City Council Action: Award a construction contract, tentatively scheduled for March 2025.

Tentative Completion Date: To be determined.

Staff Project Lead: Manuel Fabian / Willdan

Title: Las Palmas HVAC Project
Description: Las Palmas Park is one (1) of the City's primary community centers that hosts many in-person programs and activities each week. It also serves as one of the City's two (2) cooling centers during the hot summer months. Consequently, a functioning heating, ventilation and air condition (HVAC) system is imperative at this community center. Using ARPA funding, City Council has approved funding for partial replacement of the HVAC system at Las Palmas Park. Due to funding, the project is limited to upgrading the unit that serves the gym as it is the most used part of the building for events.

On January 30, 2025, staff met with the contractor to determine the logistics of the work that will cause the least interruption to programs scheduled for the next couple of months. The Contractor will be submitting a schedule, with work planning to begin in late April. Replacement of the roof will take place prior to the installation of the AC unit.

Status: The Contractor began re-roofing of the building on May 19, 2025. The work is scheduled to be completed at the beginning of July 2025. The HVAC will be installed immediately following the roof work in the month of July.

Next City Council Action: Acceptance of project, scheduled for October 2025.

Tentative Completion Date: October 2025

Staff Project Lead: Manuel Fabian

Title: Emergency Generator Installation at Las Palmas and Recreation Park Facilities
Description: Having emergency generators at a park cooling centers serves several important purposes, especially during extreme weather events or power outages. A generator ensures that cooling centers remain operational during power outages, which are common during extreme weather, allowing them to provide essential services such as air conditioning, lighting, and power for critical equipment like medical devices and refrigeration units. These centers offer a safe haven for vulnerable populations, including the elderly and those with medical conditions, and serve as a hub for community resilience by providing a dependable place for residents to gather, receive information, and access resources during emergencies. Additionally, they support the coordination of emergency services, distribution of supplies, and help protect public health by reducing heat-related illnesses and fatalities. By ensuring the center's functionality, emergency generators demonstrate preparedness and reliability, reinforcing public trust and establishing the cooling center as a vital part of the local emergency response plan.

Overall, emergency generators at the park cooling centers are a critical investment in community safety and resilience, ensuring that the center can provide essential services and a safe environment regardless of power grid stability.

Status: Two (2) generators have been received and placed on their respective concrete pads. The design for connecting generators to the switching mechanism and to the building is currently in plan check. The project continues to be in the plan check stage. Engineering is working with Community Development to finalize the process.

Next City Council Action: Approve Notice of Completion, tentatively scheduled for August 2025.

Tentative Completion Date: August 29, 2025.

Staff Project Lead: Rodrigo Mora

Title: School Zone Signage Safety Enhancement Initiative
Description: This project focuses on replacing existing regulatory and warning signs in school zones with updated, high-visibility, and standardized signage that prioritizes the safety of children, pedestrians, and motorists. The initiative aims to ensure that all school zone areas comply with current traffic safety standards and effectively communicate reduced speed limits, pedestrian crossings, and other critical warnings.

Project Objectives:

- Enhance Child Safety: Upgrade signage to clearly indicate school zones, emphasizing speed reduction and pedestrian safety to protect children during arrival and dismissal times.
- Improve Visibility and Compliance: Install high-contrast, reflective signs that meet updated MUTCD (Manual on Uniform Traffic Control Devices) standards to ensure clear communication during all weather and lighting conditions.
- Standardize School Zone Messaging: Ensure uniformity in regulatory and warning signs across all school zones to reduce driver confusion and reinforce safety protocols.
- Community Engagement and Education: Work with local schools, parent associations, and community groups to raise awareness about new signage and safe driving practices in school zones.

Status - Project Scope:
Assessment and Inventory:

- Conduct a comprehensive audit of existing regulatory and warning signs in all designated school zones.
- Identify signs that are damaged, outdated, or non-compliant with current safety standards.

Design and Specification:

- Develop updated sign designs that incorporate enhanced visibility features such as LED illumination or reflective materials.
- Ensure that designs clearly display reduced speed limits, crossing alerts, and other school zone-specific warnings.
- Coordinate with state and federal guidelines to ensure all new signage is compliant with regulatory standards.

Permitting and Approvals:

- Obtain feedback and approval from school district officials and community stakeholders.

Procurement and Installation:

- Plan phased installations to minimize traffic disruption, focusing on high-priority zones during peak school hours.
- Implement traffic control measures during installation to ensure safety for students and motorists.

Post-Installation Evaluation:

- Conduct follow-up inspections to ensure all signage meets the intended safety and compliance standards.
- Gather community feedback and adjust any signage elements if necessary.

Next City Council Action: To Be Determined

Tentative Completion Date: To Be Determined

Staff Project Lead: Rodrigo Mora

Title: Recreation Park Bathroom Renovation
Description: This initiative aims to renovate the existing restrooms in the park to create a safe, accessible, and welcoming facility for all park visitors. The project will update outdated infrastructure, improve sanitary conditions, and incorporate sustainable design features to enhance the overall visitor experience while meeting modern standards and regulations.

Project Goals:
- Enhance Visitor Experience: Upgrade the restrooms with modern fixtures and finishes to provide a clean, comfortable, and safe environment.
- Ensure Accessibility: Ensure full compliance with the Americans with Disabilities Act (ADA) by redesigning facilities to be accessible to all individuals.
- Promote Sustainability: Incorporate energy-efficient lighting, water-saving fixtures, and eco-friendly materials to reduce the environmental impact.
- Increase Safety and Hygiene: Improve ventilation, lighting, and cleaning protocols to promote a hygienic and secure space for visitors.

Status - Project Scope:
Assessment and Planning:
- Conduct a thorough condition assessment of existing restroom facilities.
- Gather feedback from park visitors and maintenance staff to identify key issues and improvement opportunities.
- Develop detailed project requirements and design criteria.

Design and Engineering:
- Specify sustainable materials, fixtures, and energy-efficient systems.
- Develop cost estimates, and timelines.

Procurement and Contracting:
- Obtain quotations from contractors experienced in public facility renovations.
- Select vendors based on quality, sustainability practices, and cost-effectiveness.

Construction and Renovation:
- Implement construction in phases to minimize disruptions to park visitors.
- Upgrade plumbing, electrical systems, finishes, fixtures, and ventilation systems.
- Install energy-efficient lighting and water-saving devices.

Post-Construction and Evaluation:
- Conduct a comprehensive inspection to ensure all work meets quality and safety standards.
- Solicit feedback from park users and staff for any adjustments.
- Develop a long-term maintenance plan to preserve the facility's condition.

Next City Council Action: To Be Determined

Tentative Completion Date: September 30, 2025

Staff Project Lead: Rodrigo Mora

Title: Downtown Trash Enclosures

Description: Renovate City owned trash enclosures in the San Fernando Mall area, to include doors, roofs, security and enhance appearance. Trash enclosures located in alleys parallel and north and south of San Fernando Road.

Status: Initial surveys of existing trash enclosure sites at the San Fernando Mall have been completed.

On October 7, 2024, the City Council received and filed a presentation on Downtown Mall area trash enclosures.

On January 21, 2025, City staff presented trash enclosure renovation options to the City Council. The City Council approved retrofitting three (3) enclosures and demolishing two (2) enclosures. The enclosures to be demolished are Enclosure 1 in Public Parking Lot 5 and Enclosure 3 in Public Parking Lot 4. The enclosures to be retrofitted are Enclosure 2 in Public Parking Lot 5 and Enclosures 1 and 2 in Public Parking Lot 4.

On March 6, 2025, the RFP was published in the San Fernando Valley Sun and on the City's website. The design proposals were due April 8, 2025 at 2:00pm. The City received two proposals for design services. After conducting internal staff review and interviews, a firm was tentatively chosen and will go to City Council for contract award.

On May 15, 2025, City staff presented the proposed contract to the City Council for approval, recommending the award of design services for the project to Plansman Inc.

On August 13, 2025, City staff hosted a kickoff meeting and project site walkthrough with representatives from Republic Services and design consultants from Plansman. The purpose of the meeting was to review the project scope, obtain an updated project schedule, and conduct a site visit. This provided the consultants with the necessary information to begin developing the preliminary design. Once the preliminary design is complete, the next step will be to schedule the first community engagement meeting to gather feedback and recommendations that will help inform the final design.

Next City Council Action: No required City Council action at this time.

Tentative Completion Date: Pending City Council direction, planned construction completion date is Spring 2026.

Staff Project Lead: Isabella Tapia

Title: City Owned Right-of-Way Beautification
Description: Improving city-owned rights-of-way (ROWs) for beautification is a multi-faceted effort that enhances the visual appeal, functionality, and environmental quality of public spaces such as streets, medians, sidewalks, bikeways and easements.

Status: City Own Right of Way Beautification Streetscape (Parkways, Medians and Islands) - Working with the water division, operation staff is reestablishing the necessary infrastructure to support healthy vegetation within the city's public right-of-ways, this work is including the replacement of backwater flow devices, irrigation components and electrical/control wiring which have been stole. Staff is in the process of developing a comprehensive list of work activities for all location including city entrances islands, parkways, bikeway and medians. This includes review of the large planter pots along the Maclay Corridor.

Vacant Tree wells - Staff has request information on available species and estimated cost for replacement trees for the vacant tree wells in the downtown area. Once the trees are procured planting will take place this Fall. Fall is considered the best time for planting trees for several reasons which include, cooler temperatures, adequate soil moisture, root growth focus, less pest and disease pressures, less competition from weeds, easier soil conditions as well as period for spring growth preparation.

Next City Council Action: No City Council action anticipated.

Tentative Completion Date: Ongoing.

Staff Project Lead: Rodrigo Mora

Title: Sidewalk Condition Assessment
Description: This project aims to identify and mitigate sidewalk trip hazards, ensuring pedestrian safety, American with Disabilities Act (ADA) compliance, and long-term infrastructure sustainability.

Status: City Council awarded a Professional Services Agreement with Precision Concrete Cutting for a citywide sidewalk assessment and mitigation plan, which includes repairs, where appropriate. Precision is actively assessing sidewalks in Tree Trimming Zone F, currently working on Lashburn Street from Pearwood Avenue to Cork Street. Precision will continue in this area through the week, completing data collection for Grid F. Once finished, Precision will provide a comprehensive Sidewalk Assessment Report and Repair Quotation. The City will then determine repair priorities, and upon approval, Precision will proceed with saw-cutting repairs.
Next City Council Action: No City Council action required at this time.

Tentative Completion Date: December 2025

Staff Project Lead: Patsy Orozco

Title: Project Labor Agreement
Description: A Project Labor Agreement (PLA) is a pre-hire collective bargaining agreement establishing the terms and conditions of employment for a specific construction project. In general, PLAs are often used on large-scale construction projects to support labor relations, establish uniform work conditions, and potentially mitigate labor disputes.

To evaluate if a Project Labor Agreement is suitable for an organization, staff is researching the following information to be presented to City Council for consideration:

Understand the Project: Assess the nature, scope, and requirements of the construction project in question. Consider factors like project size, complexity, timeline, and potential labor issues.

Evaluate Pros and Cons: Identify the potential benefits and drawbacks of implementing a PLA.

Conduct Cost-Benefit Analysis: Evaluate the financial implications of entering into a PLA.

Legal Considerations: Assess the legal implications of implementing a PLA in the project jurisdiction. Ensure compliance with local, state, and federal labor laws, as well as any regulatory requirements related to PLAs.

Next City Council Action: Scheduled to be presented to the City Council to be determined.

Tentative Completion Date: To be determined based on City Council direction.

Staff Project Lead: Richard Padilla / Wendell Johnson

Title: City Fleet Replacement and Heavy Equipment Program
Description: The City Fleet Replacement and Heavy Equipment Program is designed to effectively manage, maintain, and optimize the city's fleet of vehicles and heavy equipment. This program ensures that all city-owned assets, including cars, trucks, specialized vehicles, and heavy machinery, are safe, reliable, cost-effective, and ready to support city operations. The program supports various city departments such as public works, public safety, parks and recreation, and transportation, providing essential vehicles and equipment to carry out their missions efficiently. During the FY 2024-2025 Budget process, the City Council approved an enhancement of $210,000 to purchase a new backhoe or front-end loader. Staff is currently work with Government Sales in determining the specifications, for the equipment in the final selection, delivery timeline and accessories.

Status: The Department has initiated the purchase of heavy equipment for maintenance work and is in the process of evaluating its current fleet of vehicles and heavy equipment. Staff is in the process of Identify the need, clearly define the requirements for the heavy equipment based on the specific maintenance tasks, to ensure that the proper piece of equipment is procured that meets the needs of the department. This involves understanding the type, size, and specifications of the equipment required. Staff is currently working with PD to right size the City's fleet of public safety vehicles for short and long term planning.

This identification of the need will be followed by staff conducting a needs assessment which will evaluate the current vehicle and equipment inventory and determine if there are gaps that the new purchase will fill. This assessment will consider the equipment's usage frequency, the scale of maintenance work, and potential future needs among other factors. Once the needs assessment is completed, staff will be conducting research on suppliers and what are the

equipment options. Staff will investigate potential suppliers and compare different equipment models. Consider factors such as reliability, warranty, after-sales support, and compatibility with existing equipment will all be considered.

Currently staff is working with the Quinn Company in developing selection and sizing criteria for a new loader or backhoe equipment to replace an existing backhoe in the street services division.

Next City Council Action: Water vehicle replacement recommendations will be included in FY 2025-2026 Budget Development.

Tentative Completion Date: Ongoing program.

Staff Project Lead: Wendell Johnson

Title: Overhead Mass Arm Street Name Sign Replacement Project
Description: This project aims to replace outdated or damaged overhead mass arm street name signs throughout the City of San Fernando to improve visibility, compliance with current regulations, and overall traffic safety.

Project Goals: 1) Enhance Visibility & Legibility – Install high-contrast, retroreflective signs to improve readability, especially at night. 2) Ensure Regulatory Compliance – Update signs to meet California Manual on Uniform Traffic Control Devices (CA MUTCD) standards. 3) Improve Durability – Use weather-resistant materials that can withstand sun exposure, wind, and rain. 4) Increase Traffic Safety – Provide clearer navigation for drivers, cyclists, and pedestrians.

Status - Project Scope:
Assessment & Planning:
- Conduct a citywide survey to identify signs that are damaged, faded, or outdated.
- Prioritize replacements based on traffic volume and visibility concerns.

Design & Specification:
- Install larger, high-contrast, reflective street name signs with easy-to-read fonts.
- Use LED-illuminated signs at major intersections for better nighttime visibility.
- Standardize sign dimensions and font sizes per MUTCD & Caltrans guidelines.

Permitting & Approvals:
- Work with Caltrans & City of San Fernando Public Works for design approvals.
- Ensure compliance with state and federal traffic control regulations.

Installation & Implementation:
- Replace existing mass arm-mounted street name signs at intersections.
- Upgrade mounting brackets and supports to improve stability.
- Use traffic control measures to minimize disruptions during installation.

Maintenance & Monitoring:
- Develop an ongoing inspection and maintenance program.
- Implement a tracking system for sign inventory and future replacements.

Next City Council Action: Staff will prepare an RFP to have various mast arm signs replaced in the downtown district.

Tentative Completion Date: To be Determined

Staff Project Lead: Manuel Fabian

Title: Repair of Public Parking Lots
Description: The Repair of Public Parking Lots Project involves a pavement treatment to create a more acceptable travel surface to the road at a significant reduction in price. A total of seven (7) parking lots will experience some type of asphalt repair. The project also involves crack sealing, asphalt repairs and restriping of parking stalls. Upon further evaluation of the lots, it was determined that four (4) lots will undergo an overlay while other parking lots will have asphalt repairs performed in areas that are experiencing base failures. Parking Lots 8 and 9 will also receive a seal coating.
The lots that form part of the project include:

- Parking Lot 6N
- Parking Lot 7
- Parking Lot 8
- Parking Lot 9
- Parking Lot 10
- City Hall Parking Lot
- San Fernando Police Department Parking Lot

Parking Lots 1, 11, and 12 were completed as part of previous projects. Parking Lot 2 is a concrete parking structure therefore this type of treatment does not apply. Parking Lot 4 and Lot 5 will be part of the upcoming Calles Verdes Project and Trash Enclosure Project, respectively.

Status: Work began in February 2025. Work is scheduled to be completed in July 2025, weather permitting.

Next City Council Action: Notice of Completion to be presented at September 15 City Council meeting.
Tentative Completion Date: July 2025

Staff Project Lead: Manuel Fabian

Title: Repair of Public Parking Lots Phase 2
Description: The Repair of Public Parking Lots Project involves a pavement treatment to create a more acceptable travel surface to the road at a significant reduction in price. A total of five (5) parking lots will experience some type of asphalt repair. The project also involves crack sealing, asphalt repairs and restriping of parking stalls.

The lots that form part of the project include:

- Parking Lot 3
- Parking Lot 6N
- Las Palmas Parking Lot
- Pioneer Park Parking Lot
- Rudy Ortega, Jr. Parking Lot
- City Hall Parking Lot
- San Fernando Police Department Parking Lot

Parking Lots 1, 7, 8, 9, 10, 11, and 12 were completed as part of previous projects. Parking Lot 2 is a concrete parking structure therefore this type of treatment does not apply. Parking Lot 4 and Lot 5 will be part of the upcoming Calles Verdes Project and Trash Enclosure Project, respectively.

Status: A Notice of Inviting Bid is currently out for bid solicitations. Bids are due on September 4.

Next City Council Action: Award of Contract at a future meeting.

Tentative Completion Date: July 2026

Staff Project Lead: Manuel Fabian

Title: Residential Water Service Shut Off Policy
Description: On July 15, 2024, the City Council approved the Discontinuation of Residential Water Services for Non-Payment Policy as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3) which will take effect January 1, 2025. On March 11, 2025 staff began to deliver 7-day shut off notices to delinquent accounts exceeding 90 day due dates. In an effort to help the customers get familiar with the new process, staff will not shut off water to impacted consumers until April 7, 2025. This will give customers ample time to come to City hall to sign up for payment arrangements plans and or clear their balances. City Council also moved to direct staff to return at a future meeting with guidance and recommendations regarding the City's ability to collect delinquent sums on the tax roll similar to the manner in which delinquent trash sums are also collected.

Status: Staff has conferred with the City Attorney to research this item to analyze a) if assessments are allowable for residential water services due to non-payment and b) the pros/cons of this process versus a water shut-off process. Preliminarily, we were advised as follows:

1) Charges for water consumption are property related fees and charges within the meaning of Proposition 218 (codified under Article XIIID of the California Constitution);

2) As such, an ordinance or resolution establishing or increasing water rate charges requires the conduct of a so-called "majority protest" public hearing which requires the issuance

of a written notice to water customers no less than 45 days from the date of the hearing; and

3) In order to preserve the ability to collect delinquent water charges on the tax roll, the City, as part of the majority protest approval process, must send notice to the owners of real property parcels that receive water service, even if the property owner is not the water customer (e.g., where the water customer is a tenant and not the owner affect parcel). (See Govt. Code Section 53755(a)(3) and Health & Safety Code Sections 5471, 5473 and 5473a). If the City did not provide such notice when it last conducted a majority protest hearing setting its current water rates, it would require the initiation of a new majority protest process in which such notice was provided to property owners (not just customers) for the City to avail itself of the right to collect delinquent charges on the tax roll.

Staff is continuing to work with the City Attorney and additionally in process of surveying other municipal operations to illustrate use of assessments versus water shut-off process for residential water services due to non-payment.

On August 4, 2025, the City Council Adopted Resolution No. 8401 setting a Public Hearing date for October 6, 2025 on the Proposed Water and Sewer Rates Increase and authorized Staff to proceed with the Prop 218 process. Staff has mailed out all Prop 218 Notices and a public workshop is set for September 17, 2025 from 6:00p.m. to 7:00 p.m. at Las Palmas Park. If approved, new rates will take effect on January 1, 2026, and will be adjusted five percent (5%) for Water and three percent (3%) for sewer each year for the next five (5) years.

Next City Council Action: At the January 6, 2024 City Council meeting, the City Council directed staff to move forward as previously directed by City Council regarding the water service shutoff policy and to provide an update on outstanding delinquencies during consideration of the Water and Sewer Fee Study and the Prop 218 process, to occur within approximately one (1) year.

Tentative Completion Date: Follow up to be provided in concert with the Water and Sewer Fee Study and Prop 218 Process, anticipated to occur by January 2026 or sooner. On January 21, 2025, the City Council approved a contract with Robert D Niehaus, Inc. for the Water and Sewer Rate Study.

Staff Project Lead: Victor Meza

Title: Recreation Park Rehabilitation
Description: The sod installed as part of the San Fernando Regional Park Infiltration Project did not establish successfully. Staff will be preparing a Request for Proposal (RFP) to procure a consultant for replacement of the sod at Recreation Park.

Status: In planning stage.

Next City Council Action: Award of Contract for Design in September 2025

Tentative Completion Date: TBD

Staff Project Lead: Manuel Fabian

Title: IPS Smart Meter Installation
Description: Replacement of coin operated meters in the San Fernando Mall and Civic Center with Smart meters that accept both coin and card payment. Phase one will include the replacement of 91 coin meters.

Status: On October 7, 2024, the City Council awarded a contract to IPS Group Inc. to replace coin-operated parking meters in the San Fernando Mall and Civic Center. Installation was confirmed for mid-March 2025, and notices were distributed to local businesses two weeks prior.

From March 17–19, a total of 91 smart meters were installed—72 in the Mall (between Brand Blvd and Kalisher St) and 19 around the Civic Center (Newton and Fourth Streets). The work was completed with assistance from IPS technicians, Public Works staff, and Community Service Officers, marking the end of Phase 2.

Parking meter maintenance duties have since shifted from the Water Department to the Police Department's Parking Enforcement Division. Water personnel trained CSOs in basic troubleshooting, while IPS provided software training. Public Works will oversee contract and financial management; the Police Department will handle supplies, enforcement, collections, and maintenance.

In line with AB 413 (Daylighting Law), 17 noncompliant meters were identified citywide. A joint task force from Public Works and the Police Department is overseeing removal, grinding of stalls, red curb painting, public education, and enforcement.

Phase 3 of the project has begun with the removal of 17 noncompliant meters. Next steps include a financial analysis on program costs and revenue in certain areas of the City. This will help City Staff in determining which areas of the City are in need of parking meters, where meters can be taken out and which areas are in need of more smart meters. From this, an accurate account of program costs is more easily determined.

Next City Council Action: No Council action required at this time.

Tentative Completion Date: Phase 2 was completed on March 19, 2025. Phase 3 will be tentatively completed by Fall 2025.

Staff Project Lead: Isabella Tapia

Title: Outdoor Dining in the Public Right of Way
Description: In coordination with Community Development, proposed ordinances have been developed to allow outdoor dining on private property and within the public right of way. The

new outdoor dining program aims to promote pedestrian-friendly, community-focused design while supporting local businesses.

Status: On June 15, 2020, the City Council ratified Executive Order No. 2020-06-12, temporarily allowing outdoor dining permits on public sidewalks in commercial zones during the COVID-19 pandemic. Public Works issued over 30 permits citywide, with the last permit issued on June 3, 2022. The temporary program ended following the termination of Los Angeles County's local public health emergency on March 31, 2023.

The First reading of the ordinance was presented to City Council on May 5, 2025. The City Council directed staff to edit the ordinance to prohibit the service and consumption of alcohol on the Public Right of Way. With that direction to City Staff, the City Council unanimously passed the First Reading. City Staff edited the Ordinance and application per City Council direction. On March 19, 2025, the second reading of the ordinance was approved by City Council.

City Staff have been creating community engagement materials to educate restaurant owners on how to apply for the program. This has included creating a webpage on the City Website, flyers, letters, and sending out mass emails. Due to its mid year adoption, the permit fee will be prorated to $306 for the remainder of the year.

Next City Council Action: No City Council action at this time.

Tentative Completion Date: Ongoing.

Staff Project Lead: Isabella Tapia

Title: Implementation of California Daylighting Law
Description: "Daylighting" refers to the practice of improving visibility at intersections by removing obstructions (like parked vehicles) near crosswalks and corners. In California, daylighting laws (such as those implemented under Assembly Bill (AB) 413, signed in 2023) require that motor vehicles must not park within 20 feet of a crosswalk or intersection to enhance pedestrian safety and visibility. The goal is to prevent cars from blocking the view of pedestrians and oncoming traffic, thereby reducing collisions, especially those involving pedestrians and cyclists.

Project Goals (Daylighting Implementation for Parking Management)
- Improve pedestrian and traffic safety at intersections citywide.
- Ensure compliance with California daylighting requirements (AB 413).
- Reduce pedestrian-related collisions at crosswalks and curb corners.
- Educate the public about the importance of daylighting and new parking regulations.

Project Scope
Assessment & Data Collection
- Conduct a citywide audit of intersections and crosswalks where parked vehicles currently encroach within 20 feet of corners.

- Prioritize high-traffic or high-incident areas.

Design & Planning
- Design daylighting zones using paint, bollards, planters, curb extensions, or signage.
- Identify alternative uses for newly freed curb space (e.g., bike parking, greenery, loading zones).

Policy & Regulatory Alignment
- Update municipal parking regulations, curb painting standards, and enforcement protocols.
- Align with California law and adopt any local ordinances needed.

Implementation
- Remove or restrict parking in daylighting zones.
- Paint curbs red (or other local marking) to indicate no-parking zones near select crosswalks.
- Install signage or physical barriers (like flexible bollards or planters).

Community Outreach
- Educate residents, drivers, and businesses about the purpose and benefits.
- Share enforcement timelines and provide grace periods if needed.

Monitoring & Evaluation
- Measure improvements in visibility, compliance, and collision data post-implementation.
- Adjust plans based on feedback and performance.

Status:
As part of the City's ongoing efforts to ensure compliance with California law under AB 413, City staff recently removed 17 noncompliant parking meters across various locations. Community Service Officers (CSOs) began issuing citations to vehicles in violation starting on May 1, 2025. In response, the City has expedited implementation of the compliance plan.

Upcoming actions include grinding down noncompliant parking stall markings and painting red curbs at key intersections. The locations selected for this first phase were prioritized based on the presence of the removed noncompliant meters.

The second phase will involve the continued, incremental rollout of red curb painting and stall grinding at additional high-priority areas throughout the City.

Next City Council Action: No City Council action anticipated.

Tentative Completion Date: Ongoing.

Staff Project Lead: Rodrigo Mora and Isabella Tapia

Police Department.

Title: Police Station Cameras and Parking Lot Security Improvement Project
Description: The San Fernando Police Department is enhancing its station security through the 2022 Urban Area Security Initiative (UASI) Grant, a federal program under the Department of

Homeland Security aimed at strengthening local communities against potential threats. Grant-funded activities are restricted to UASI National Priorities, including the protection of soft targets and crowded places. These improvements include installing additional cameras in critical unmonitored areas and upgrading the resolution of existing cameras for better coverage. Additionally, the outdated access control system will be replaced with a modern key fob system, enhancing security by tracking and restricting access to designated areas, ensuring only authorized personnel can enter. This upgrade also enables the department to limit or revoke access for separated employees, preventing them from entering restricted areas.

This project also includes improving security for the Police Department parking areas. The Detective Parking Lot is currently ungated and vulnerable to tampering and break-ins, with multiple incidents of unauthorized individuals loitering or entering the lot. Unauthorized vehicles also frequently block the lot's entrance, delaying emergency responses. Installing a controlled access gate will prevent unauthorized individuals from entering and obstructing the lot, thereby improving safety for both sworn officers and civilian personnel. To further secure the area, a guardian-style wrought iron fence will be installed atop the existing five-foot cinderblock wall and a mesh screen will be added to the gate will protect officers and vehicles from being observed, especially when officers are transporting firearms or arrestees

The budget allocation for the Police Station Cameras/Access Control project is $114,408 from grant funds. The budget allocation for the Parking Lot Security Improvement project is $89,982 from grant funds.

Status: The City Council approved a contract amendment with BearCom on November 18, 2024. Work on the project began in late November and is in the final stages of implementation.

Parking Lot Security Improvement Project – Staff has received the UASI 2024 Subaward Agreement from the City of Los Angeles and will request City Council approval of the contract in July 2025. Once the agreement is approved and executed, staff will proceed with a notice inviting bids for the project.

Next City Council Action: No additional City Council action required for the Police Station Cameras/Access Control Project.

Parking Lot Security Improvement Project – Approve the 2024 UASI Subaward.

Tentative Completion Date: Police Station Cameras/Access Control, Completed May 2025; Parking Lot Security Improvement Project, December 2027.

Staff Project Lead: CJ Chiasson

Title: Police Officer Staffing Update
Description: During the FY 2024-2025 Budget Process, the City Council approved a recurring budget enhancement of $40,000 for a Police Corporal Program to support the Department's succession planning. Additionally, the City Council approved a one-time enhancement of $15,000

to boost recruitment efforts (including background investigations, polygraphs, psychological evaluations) aimed at filling personnel vacancies.

Status: Currently 30 sworn police officer positions are filled, with two (2) officers currently in field training. Staff is currently processing several applicants and putting prospective candidates into the background process. Additionally, 2 Reserve officers were recently hired and on-boarded and are currently going through their training process.

Candidates for the Commander position have completed the recruiting and testing process. One (1) Commander promotion was made and the second promotion will be forthcoming. The application for Sergeant is now closed and testing will be under way very soon in order to establish an eligibility list.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: Ongoing

Staff Project Lead: CJ Chiasson

Title: Mental Health Clinician Program
Description: This program will provide comprehensive mental health services to address crises related to mental health disorders, substance abuse, and homelessness. The initiative includes staffing mental health professionals who will accompany officers to provide specialized assistance in handling mental health crises, and enhancing overall public safety efforts.

The City's partnership with Hope the Mission includes a 10-month contract to provide these services, with a total program budget of $512,165. This funding covers clinician services, homeless outreach, marketing, and transportation costs.

Status: On December 4, 2023, the City Council accepted Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Grant funds in the amount of $757,583 for a Mental Health Clinician Program. On October 21, 2024, the City Council approved a contract with Hope the Mission (HTM) for de-escalation training for officers, crisis intervention support during calls for service, case follow-up, and community engagement to raise awareness of mental health resources. The Department has worked with Hope the Mission to solidify partnership protocols. Training on protocols will begin the week of February 3, 2025.

A Hope the Mission representative attended the February 3, 2025 City Council meeting and provided an overview of the objectives for the Mental Health Clinician Program. Representatives from the organization will return in March to introduce the Mental Health Clinicians who will be working with the program. Hope the Mission personnel are onsite at the Police Department a minimum of two (2) days per week.

Next City Council Action: No additional City Council action is required.

Tentative Completion Date: September 29, 2025

Staff Project Lead: Jen Spatig

Title: UASI EOC 2023
Description: The San Fernando Police Department is enhancing its Emergency Operations Center through the 2023 Urban Area Security Initiative (UASI) Grant, a federal program under the Department of Homeland Security aimed at strengthening local communities against potential threats. Grant-funded activities are restricted to UASI National Priorities, including the protection of soft targets and crowded places. These improvements include information technology upgrades and equipment procurement to best serve the community during emergencies.

Status: On April 8, 2024, the City was granted a sub-award through the Department of Homeland Security from the City of Los Angeles for information technology upgrades to the Emergency Operations Center. The $23,000 grant will allow for critical upgrades to the EOC. As the EOC is the central hub for operations during all critical incidents, these upgrades will ensure timely responses and coordination during events.

Next City Council Action: No additional City Council action is required.

Tentative Completion Date: October 1, 2025

Staff Project Lead: CJ Chiasson

Recreation & Community Services.

No updates provided.

Administrative Services Department.

Title: Enterprise Resource Planning Software (Finance System)
Description: The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. In preparation, Staff will focus on awarding a professional services agreement and initiating implementation for replacement of the Project goals for Phase I of this transition will focus primarily on development of General Ledger – Financials and data migration. Through the Adopted Fiscal Year 2024-2025 Budget, the City Council approved funding for system replacement for $100,000 towards implementation expenses and $40,000 in ongoing software subscription costs.

Status: Staff held initial demonstrations with three (3) software vendors specializing in municipal government financial systems in June and July. Based on evaluations, two (2) vendors were invited to present onsite in August and September. The City Council approved a contract for award of software and implementation services with Tyler Technologies ERP at the November 18, 2024 meeting. Staff conducted a project kick off call with Tyler Technologies conducted on March 19, 2025, which identified the project timeline, resources needed on both the City and vendor's side, as well as review of the multi-phased implementation. The City's test environment deployment has been completed, and regular weekly meetings will be held to provide project status updates, identify tasks, action items, as well as deliverables, and maintain project timelines and schedules.

Next City Council Action: Additional hardware may be required compatible with the new software system (e.g. AP/Payroll check printer, check scanner/receipt printer, cashiering drawers, barcode scanners, etc.). Staff will include resource needs through the Fiscal Year 2025-2026 Budget process.

Tentative Completion Date: The testing environment for the new system has been deployed and initial project implementation meetings scheduled with an official project kickoff scheduled to begin April 2025. Implementation time is anticipated to take up to 24 months across three (3) phases: Phase 1 – Financials; Phase 2 – Utility Billing; and Phase 3 – Human Resources/Payroll. Tyler Technologies will stop supporting the existing financial software on March 1, 2027, so it is critical that City Staff stay ahead of the deadline for full completion of the project.

Staff Project Lead: Art Ziyalov

Title: Update on City's OPEB/Pension Liabilities
Description: The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. City Council has requested an informational presentation on OPEB actuarial report and related investments from the City's financial advisor.

Status: Staff is in coordination with the City's actuarial services consultant, Foster & Foster, in the development of the updated valuation reporting for the fiscal year ending June 30, 2025. Initial data is being provided to the consultant, which is being used to generate reporting and disclosure issues and assists the City with understanding the financial statement impact, the effect of actuarial assumptions and methodology, development of funding policies and recommended contributions, and a review of the plan design.

Next City Council Action: A presentation was provided to the City Council at the meeting on February 21, 2025. An appropriation of $724,340 was approved through the Fiscal Year 2025-2026 Budget to continue to pre-fund Retiree Medical expenses (OPEB) with direction to staff to schedule OPEB presentation to Council in September 2025.

Tentative Completion Date: September 15, 2025

Staff Project Lead: Erica Melton

BUDGET IMPACT:

There is no additional budget impact to receiving and filing this status report. All reported enhancements, projects, and priorities currently have sufficient funding as appropriated through the Fiscal Year 2025-2026 Adopted Budget.

CONCLUSION:

It is recommended that the City Council receive and file this status update on enhancements, projects and City Council priorities and provide direction, as appropriate.

ATTACHMENTS:

A. My San Fernando App Work Order Reports
B. ARPA – Expenditure Plan & Status Report
C. Expiring Contracts
D. Housing Programs Monthly Reports
E. Legislative Advocacy Updates

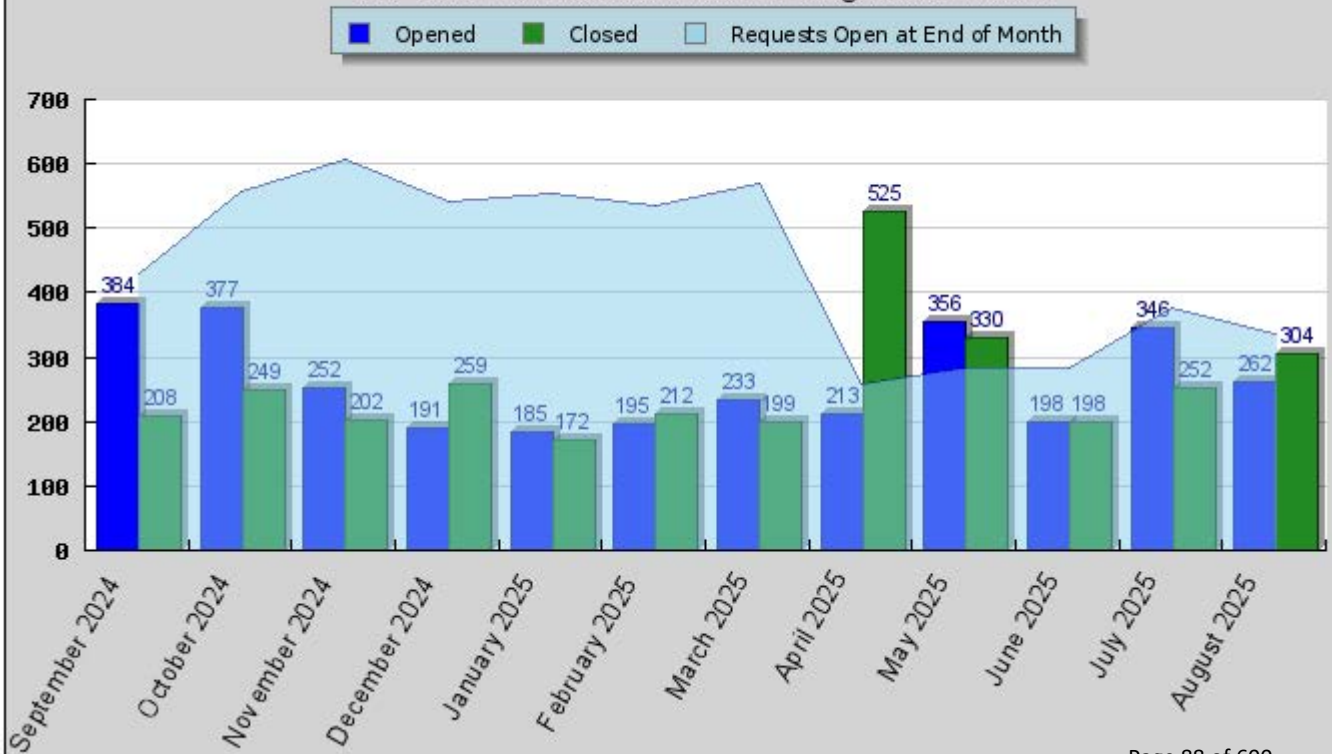
ATTACHMENT "A"

One Year Analysis of Opened Requests
Ending August 2025

	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	Total
Community Development													
Building Code Violation	16	23	25	4	4	3	7	2	10	5	17	8	**124**
Homelessness Outreach	17	37	8	9	13	6	12	15	26	4	18	13	**178**
Property Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total - Community Development	33	60	33	13	17	9	19	17	36	9	35	21	302
Police													
Abandoned Vehicle	10	9	7	3	1	3	2	11	9	4	13	18	**90**
Illegal Fireworks	0	0	0	0	0	0	0	0	0	6	26	0	**32**
Total - Police	10	9	7	3	1	3	2	11	9	10	39	18	122
Public Works													
Bus Stop/Shelter Maintenance	3	0	0	0	2	0	0	0	1	0	2	0	**8**
City Trees	14	12	6	19	9	3	0	3	14	6	7	5	**98**
Graffiti and Sign Posting on P	93	70	39	27	40	33	70	47	95	51	56	43	**664**
Graffiti on Private Property	61	89	55	49	32	43	61	50	62	29	57	20	**608**
Illegal Dumping and Litter	98	86	71	47	54	62	38	51	86	56	94	116	**859**
Park Maintenance	15	3	2	2	0	4	5	3	6	7	3	1	**51**
Sidewalk Repair	18	23	4	4	0	5	4	6	20	9	7	7	**107**
Storm Drain and Flooding	0	3	0	1	2	2	0	0	0	0	1	1	**10**
Street Lighting	18	9	24	12	18	22	10	12	12	8	20	16	**181**
Street Repair	11	5	6	7	1	4	9	6	4	5	15	6	**79**
Street Signage	2	4	3	2	4	0	9	3	3	4	6	4	**44**
Traffic Signal	8	4	2	5	5	5	6	4	8	4	4	12	**67**
Total - Public Works	341	308	212	175	167	183	212	185	311	179	272	231	2776
All Topics													
Total All Topics	384	377	252	191	185	195	233	213	356	198	346	270	**3200**

Open Vs. Closed Requests by Month

For Date Period 09/01/2024 through 08/31/2025



ATTACHMENT "B"

ARPA Expenditure Plan & Status Report

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	SPENT	CONTRACTED
1	Complete	Annual Street Repavement - Phase II	1,007,232	1,007,232	-
2	Complete	COVID-19 Relief/Response Reimbursement	205,940	205,940	-
3	Complete	Layne Park Revitalization Project	200,000	200,000	-
4	Complete	Council Chambers/AV Upgrade	24,981	24,981	-
5	In Progress	Upper Reservoir Project	850,000	757,693	92,308
6	In Progress	Homeless Outreach Services	300,000	218,388	81,612
7	Complete	Pioneer Park Project	255,235	255,235	-
8	In Progress	Downtown Master Plan	250,000	152,391	97,609
9	Complete	Annual Street Repavement - Phase III	250,000	250,000	-
10	In Progress	Technology Improvements	179,845	34,756	145,090
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	110,061	39,939
12	In Progress	City Mobile App - Virtual San Fernando	148,200	72,291	75,909
13	Complete	Feasibility Study - New City Park Space	49,592	49,592	-
14	In Progress	Sidewalk Repairs	1,016,433	91,283	917,648
15	In Progress	First Time Home Buyer & Rehab Loan Program Revolv	50,000	-	50,000
21	In Progress	Bus Shelter Project	114,939	-	114,939
16	In Progress	Las Palmas HVAC Project	399,848	115,568	284,280
17	Complete	Citywide Curb Repainting	200,000	200,000	-
18	Complete	City Hall Beautification	99,770	99,770	-
19	In Progress	Park IT Server Room Transition	46,070	45,611	297
20	Complete	Wifi at LP & Recreation Park w/Computer Rooms	20,254	20,254	-
		Total	**5,818,339**	**$ 3,911,044**	**$ 1,899,631**

NOTE: *All funds have been fully contracted by December 31, 2024, per ARPA guidelines. Staff will continue to report on expenditures through the December 31, 2026 deadline.*

ADM_City Council Enhancement Project and Priority Updates (9-2-2025) ATT C

ATTACHMENT"C"

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process
2287	9/1/2024	9/1/2025	Habitat for Humanity of Greater Los Angeles (Habitat LA)	Administer a Home Rehabilitation Program	$50,000 per yr	(2) one-yr extensions	CC	CD	
2348	3/25/2025	9/25/2025	Kelly Associates Management Group	City Council Team Building Services	$6,500, plus add'l services approved by City	-	Admin	CMO	
2308	10/21/2024	9/29/2025	Hope the Mission dba Hope of the Valley Rescue Mission	Mental Health Clinician Services	$512,165.00	NA	CC	PD	
2291	9/16/2024	9/30/2025	State of California - Office of Traffic Safety (OTS)	Selective Traffic Enforcement Program (STEP)	$74,000.00	-	CC	PD	Grant
2292	9/16/2024	9/30/2025	State of California - Office of Traffic Safety (OTS)	Traffic Records Improvement Project (TRIP) (TR25042)	$44,400.00	-	CC	PD	
2321	11/18/2024	9/30/2025	California Arts Council	Standard Agreement for Master Mariachi Apprentice Program (MMAP)	$16,203.00	-	CC	RCS	Not Applicable
2284(a)	8/7/2025	9/30/2025	Carrier Corporation	First Amendment to HVAC Upgrades and Roof Replacement at Las Palmas Park (Sourcewell Contract No. 070121-CAR)	$385,225.00	-	Admin	PW	Extending term
2373	6/25/2025	9/30/2025	Alberto's Hair Salon Attn: Lupita Gonzalez	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: VWHDPCASUUD8) for Pressure wash, plaster, sand and paint; Large planters; Awning installation	$10,000.00	-	Admin	CMO	CDBG
2374	6/23/2025	9/30/2025	Alfonsos Furniture Attn: Esteban Polanco	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: VM8VH4RVLTM8) for Signage, Green Wall, Paint and structural modifications	$10,000.00	-	Admin	CMO	CDBG
2375	6/23/2025	9/30/2025	Dorado Home Furniture Attn: Kevin Paredes	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: LTERTK96T855) for Security cameras, Anti-graffiti film, and Sign	$9,500.00	-	Admin	CMO	CDBG

2376	6/23/2025	9/30/2025	El Rinconcito de los Raspados Naturales Attn: Dinora Mejia	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: INC-GSAFSD10653473) for Signage, Large Planters, Anti-graffiti film	$6,580.00	-	Admin	CMO	CDBG
2377	6/23/2025	9/30/2025	Elite Fitness Club Attn: Mark Musonge	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: INC-GSAFSD10645887) for Sign, Large planters, Anti-graffiti film	$4,900.00	-	Admin	CMO	CDBG
2378	6/23/2025	9/30/2025	Lola's Kitchen Attn: Theresa Granados	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: V1KGP41ZGWP7) to Replace awning, Patch and paint storefront, Anti-graffiti film	$10,000.00	-	Admin	CMO	CDBG
2379	6/23/2025	9/30/2025	Faro Enterprise, Inc. dba Magaly's Tamales Attn: Alfredo Gonzalez	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: U7J6A6H77BFS) for Anti-graffiti film, Security camera system, Planters, and Mural	$10,000.00	-	Admin	CMO	CDBG
2380	6/23/2025	9/30/2025	Mercado Las Palmas and Restaurant Attn: Brianda Lopez	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: INC-GSAFSD11882780) for Paint, Sign, and Awning/wall mount	$10,000.00	-	Admin	CMO	CDBG
2381	6/23/2025	9/30/2025	No Sabo Attn: David Aguirre	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: LECWG7MX35U5) to Replace awning, Paint, Planters, Graffiti removal	$9,990.00	-	Admin	CMO	CDBG
2382	6/23/2025	9/30/2025	The Discovertee Attn: Andrew Mena	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: G195UWPAEPC6) for Sign, Exterior paint, Security Cameras, and Awnings	$9,600.00	-	Admin	CMO	CDBG
2383	6/26/2025	9/30/2025	La Orquidea Flower & Bridal Attn: Ana Cecilia Elias	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: TMPLUCDSYZB5) for Sign, Paint and wall repair, Plants, Security cameras, Window shades	$8,098.00	-	Admin	CMO	CDBG
2384	6/25/2025	9/30/2025	Surge Los Angeles Dance Studio Attn: Lindsay Krull	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: TWSYP4KTGQW1) for Sign, Fix pillars, Anti-graffiti film, and Security cameras	$6,700.00	-	Admin	CMO	CDBG

ADM_City Council Enhancement Project and Priority Updates (9-2-2025) ATT C

As of 01/23/2024

2385	6/25/2025	9/30/2025	Analia's Boutique Attn: Cesar Rodriguez	Small Business Grant Assistance Program for Sign; Paint; Awning; Plants; Security cameras	$8,518.00	-	Admin	CMO	CDBG
2386	6/25/2025	9/30/2025	Fiesta Furniture Attn: Victor Ceballos	Small Business Grant Assistance Program for Sign; Paint and repair wall; Awning; Plants; and Security cameras	$10,000.00	-	Admin	CMO	CDBG
2387	6/25/2025	9/30/2025	Protein Stop Attn: Ramon Vasquez	Small Business Grant Assistance Program for Sign; Awning; Planters; Security cameras	$8,278.00	-	Admin	CMO	CDBG
2388	6/25/2025	9/30/2025	Fosters Freeze Attn: Nora Osorio	Small Business Grant Assistance Program (Unique Entity Identifier (UEI) Number: CV5WLRYJF8Z9) for Paint, plants, anti-graffiti film and other architectural upgrades; and Sign restoration	$10,000.00	-	Admin	CMO	CDBG
2389	6/26/2025	9/30/2025	Panaderia Attn: Graciela Vega	Small Business Grant Assistance Program for Sign and Awnings	$9,988.10	-	Admin	CMO	CDBG
2390	6/26/2025	9/30/2025	Earl's Automotive Attn: Eugene Demaria	Small Business Grant Assistance Program for Sign and Paint	$10,000.00	-	Admin	CMO	CDBG
2391	6/26/2025	9/30/2025	Lotus Bakery Attn: Pinkas Farid (Alex) Farivar	Small Business Grant Assistance Program for Awning; Paint; and Plants	$9,950.00	-	Admin	CMO	CDBG
2209	10/4/2023	10/4/2025	Symbium	Master Licensing Agreement for automatic solar processing	$0.00	Auto Renewal annually	Admin	CD	
2302	10/9/2024	10/9/2025	I Ramirez Corp	On-Call Street and Sidewalk Repair Services for Water Division	$4,800 no more than $24,999/yr	(2) 1-yr extensions	Admin	PW	
2307	10/21/2024	10/21/2025	Fernandeño Tataviam Band of Mission Indians	Access and Use of Cindy Montañez Natural Park	$0.00	1-yr per CC Review	CC	RCS	
2298	9/25/2024	10/25/2025	J&B Landscaping	FY 2024-2025 Neighborhood Clean-Up! Program	$25,000.00	(2) one-yr extensions	Admin	CD	
2299	10/21/2024	11/5/2025	North Valley Caring Services	Provide Comprehensive Homeless Services	$175,000.00		CC	CD	

ADM_City Council Enhancement Project and Priority Updates (9-2-2025) ATT C

As of 01/23/2024

2300	10/21/2024	11/5/2025	Home Again LA	Provide Comprehensive Homesless Services	$157,200.00	-	CC	CD	
2300(a)	7/15/2025	11/5/2025	Home Again LA	First Amendment to Provide Comprehensive Homesless Services and Financial Assistance Program	$167,200.00	-	Admin	CMO	Increase compensation
2410	8/4/2025	11/19/2025	Premier Pipe, Inc.	Sanitary Sewer Closed Circuit Television (CCTV) Services	$247,870.98	-	CC	PW	RFP
2205(a)	12/4/2024	12/5/2025	Initiating Change in Our Neighborhoods Community Development Corporation (ICON CDC)	First Amendment to MOU to Provide Free Services to entrepreneur and Small Business Owner in the City (Extension of term)	$0.00	Extend (1) one yr terms	Admin	ADM	Not Applicable
2046(a)	1/23/2025	12/6/2025	GMU Pavement Engineering Services	First Amendment to Pavement Design Services	$450,000.00	(1) one yr extensions	CC	PW	Extending term
2044(b)	2/20/2025	12/6/2025	CWE	Secoend Amendment to Water and Wastewater Engineering Services	$1,000,000.00	(1) one yr extensions	Admin	PW	Extending Term
2107(a)	10/12/2023	12/31/2025	RJM Design Group	First Amendment for Design of Las Palmas Park Revitalization Project (Extending Term)	$490,121.00	-	Admin	RCS	
2147(c)	12/30/2024	12/31/2025	Dudek	Third Amendment for Downtown Master Plan	$297,675.00	Yes	Admin	ADM	Extending Term
2328	1/1/2025	12/31/2025	The Language Pros	Language Services	$25,000 annually	(4) 1-yr extensions	CC	CLK	RFP
2231	1/25/2024	1/31/2026	Governor's Office of Planning and Research - Adaptation Planning Grant Program	Standard Agreement for funding towards General Plan and Climate Action and Resilience Plan (CARP) Phase 2 (OPR23125)	$599,918.18	add'l 6 months	Admin	CD	
2366	6/2/2025	1/31/2026	Norman A. Traub and Associates	Workplace Investigation Services	$18,820.00	-	Admin	PD	RFQ

ADM_City Council Enhancement Project and Priority Updates (9-2-2025) ATT C

2052(a)	4/11/2025	2/7/2026	Karina Sweeping Company	First Amendment for Sweeping Services at City-Owned Parking Lots, Alleys, and Trash Enclosures (Council Opted in for Curbs along both sides of Maclay between 1st Street and 4th Street)	$87,600.00	(1) one-year extensions	Admin	PW	Extending term
2333	1/6/2025	3/1/2026	Craftwater	Design Services for Carlisle Street Green Alley Project	$373,190.00	-	CC	PW	RFP
2333(a)	2/12/2025	3/1/2026	Craftwater	First Amendment for Design Services for Carlisle Street Green Alley Project	$373,190.00	-	Admin	PW	Amending Section 3.8
2193	3/6/2023	3/6/2026	LA County Regional Park and Open Space District (RPOSD)	Grant Agreement for Layne Park Revitalization Project	$351,457.00	-	CC	RCS	
1947(d)	3/20/202	3/19/2026	Everbridge	Addendum 4 to Contract Services Agreement for Mass Notification System	$13,159.00	-	Admin	PD	Renewal
2297	1/1/2020	3/31/2026	California State Water Resources Control Board (State Water Board)	Nitrate Water Treatment System in Well 2A (Agreement No. D2202021 & Project No. 1910143-001C)	$7,000,000.00	-		PW	

THE CITY OF SAN FERNANDO

APRIL 2025

Housing Programs Report

72
Individuals/families engaged

58
Social Service Referrals

10
Shelter referrals made

1
Family received rental arrears assistance

2
Shelter placements

2
Families assisted with housing navigation

27
individuals received a meal

1
Family referred to outside agency for shelter

1
Individuals received hygiene items

3
Families entered motel program

3
Individuals received clothing

3
Individuals received transportation

The City's Housing Programs operate in partnership with North Valley Caring Services and Home Again Los Angeles.

Home Again LOS ANGELES

NVCS NORTH VALLEY CARING SERVICES

Home Again LA (San Fernando Impact / Stats)
Apr. 2025

					Social Service Referrals													Rental Assistance / Eviction Prevention								Shelter Assistance				Housing Navigation	
	HOH Initials	Family Size	Enrollment/Contact Date	Exit Date	Clothing/Donations	DPSS	CalFresh	Employment	Housing Resources	IHSS	LIFE TAP Card	4 Regional Rides	Legal Resource	BC Waiver	ID Waiver	CBEST	EDD	Utility Asst	HALA Program	SA Problem Solv	LAHSA Amount	SF Security Deposit	Security Deposit Amount	SF Prevention	Prevention Amou	Outcome of Family	Motel	90-day Shelter	Outside Agency	Outcome of Family	HN	Outcome of Family
1	RG	4	03/19/2025	04/14/2025																				1	$5,850.00	Remained in Housing						
2	EO	1	04/03/2025	ongoing								5																				
3	ID	2	04/07/2025	ongoing										1													1					
4	CJ	1	04/07/2025	ongoing								10																				
5	MR	3	04/08/2025	04/08/2025					1																							
6	FL	1	04/09/2025	ongoing								2																				
7	BV	1	04/09/2025	04/28/2025							1	6																				
8	CJ	1	04/10/2025	04/10/2025							1	4																				
9	EO	1	04/14/2025	04/14/2025					1																							
10	KA	1	04/14/2025	04/14/2025					1																							
11	S	1	04/14/2025	04/14/2025					1																							
12	TC	1	04/14/2025	04/14/2025					1																							
13	JM	3	04/14/2025	04/14/2025					1																							
14	AS	1	04/15/2025	04/16/2025														1														
15	HK	2	04/16/2025	04/16/2025																										Referred to LAFH		
16	NT	1	04/16/2025	04/16/2025														1														
17	KH	1	04/16/2025	04/16/2025								2																				
18	MC	3	04/18/2025	ongoing																							1				1	Scheduled to move in 05/01-05/02
19	MD	6	04/21/2025	ongoing																							1				1	Still looking for housing
20	EH	1	04/22/2025	04/22/2025			1								1			1														
21	DG	1	04/28/2025	04/28/2025														1														
		37			**0**	**0**	**1**	**0**	**6**	**0**	**2**	**29**	**0**	**1**	**1**	**0**	**0**	4	0	$0.00	0	$0.00	$0.00	$0.00	$5,850.00		3	0	1	0	2	0

NVCS By-Name List

April 2025

No.	Participant's Initials	Former Location	Housing Placement	Date of Housing Referral	Date Placed	Current status	Total No. of Services Received	Itemized Services Received								
								Transportation	Food & Drink	Clothing	Hygiene Items	Info / Brochure	Housing Search and Placement	DMH	DMV	Benefits
1	CD	901 Truman St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	6	☐	☑	☐	☐	☐	☐	☑	☐	☑
2	AB	840 Truman St.	Working with other Agency	Not Submitted	Declined	Unhoused in SF	1	☐	☐	☐	☐	☑	☐	☐	☐	☐
3	SM	1033 San Fernando Rd.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	5	☑	☑	☐	☐	☐	☑	☐	☐	☐
4	AV	1023 Pico St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
5	EO	117 N Macneil St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	7	☐	☑	☐	☐	☐	☐	☐	☐	☐
6	GL	505 S Huntington St.	Working with DMH	4/1/25	Waiting	Unhoused in SF	1	☐	☐	☐	☐	☐	☐	☑	☐	☐
7	AD	1041 Truman St.	Client Declined Shelter	Not Submitted	Declined	Passing by SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
8	DWH	101 Maclay Ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	5	☐	☐	☐	☐	☐	☐	☐	☐	☐
9	JP	412 Maclay Ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	3	☐	☑	☐	☐	☐	☐	☑	☐	☐
10	FZ	1035 Maclay Ave	Arleta Homes	12/10/24	12/13/24	Housed	0	☐	☐	☐	☐	☐	☑	☐	☐	☐
11	CJ	117 N Macneil	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	44	☐	☑	☐	☐	☐	☐	☐	☐	☐
12	RG	1522 San Fernando Rd.	Waiting	04/01/25	Waiting	Waiting	13	☐	☑	☐	☐	☑	☐	☐	☐	☐
13	JD	120 S Brand	Client Declined Shelter	Not Submited	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
14	ER	Brand and Truman	Client Declined Shelter	Not Submited	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
15	JV	117 N Macneil St.	Community Bridge	4/3/25	4/3/25	Housed	4	☑	☑	☐	☐	☑	☑	☐	☐	☐
16	VR	1212 Pico St.	Working with other Agency	Not Submitted	Declined	Sleeping in Car	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
17	EH	1212 Pico St.	Working with other Agency	Not Submitted	Declined	Sleeping in Car	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
18	IM	1126 San Fernando Rd.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
19	EQ	1125 Truman St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	8	☐	☑	☑	☐	☐	☐	☐	☐	☐
20	RH	1705 Truman St.	Working with other Agency	Not Submitted	Declined	Unhoused in SF	8	☐	☑	☐	☐	☑	☐	☐	☐	☐
21	RH	1701 Truman St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
22	JT	220 N Maclay	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	10	☐	☑	☐	☐	☐	☐	☐	☐	☐
23	KLK	2040 Glenoaks Blvd (F)	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	5	☐	☑	☐	☐	☐	☐	☐	☐	☐
24	BC	2040 Glenoaks Blvd	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	13	☐	☑	☐	☐	☐	☐	☐	☐	☐
25	CP	040 Glenoaks (Loading Dock	Working with other Agency	Not Submitted	Declined	Unhoused in SF	3	☐	☑	☐	☐	☐	☐	☐	☐	☑
26	GT	040 Glenoaks (Loading Dock	Working with other Agency	Not Submitted	Declined	Unhoused in SF	13	☐	☑	☐	☐	☐	☐	☐	☑	☑
27	GZ	2030 Glenoaks Blvd	Waiting	04/04/25	Waiting	Waiting	7	☐	☑	☐	☐	☐	☐	☐	☐	☐
28	CS	844 Harding Ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☑	☐	☐	☐	☐	☐	☐	☐
29	FD	819 Eighth St.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☐	☐	☐	☐	☐	☐	☐	☐
30	ID	117 N Macneil St.	Client Declined Shelter	Not Submitted	Declined	Passing by SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
31	JD	211 S Maclay Ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
32	SC	801 Truman ST	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
33	WD	1707 Truman St	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
34	EE	1707 Truman St	Waiting	04/11/25	Waiting	Waiting	4	☐	☐	☐	☐	☐	☐	☐	☐	☐
35	ED	040 Glenoaks (Loading Dock	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
36	CR	828 Harding Ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	5	☐	☐	☐	☐	☐	☐	☐	☐	☐
37	EA	1123 Knox St	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	3	☐	☑	☐	☐	☑	☐	☐	☐	☐
38	JD	806 San Fernando Rd	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
39	DA	13038 Chippewa ST	Waiting	04/17/25	Waiting	Waiting	4	☐	☑	☑	☐	☐	☐	☐	☐	☐
40	NB	13038 Chippewa ST	Waiting	04/17/25	Waiting	Waiting	3	☐	☑	☐	☐	☐	☐	☐	☐	☐
41	AD	13038 Chippewa ST	Waiting	04/17/25	Waiting	Waiting	1	☐	☑	☐	☐	☐	☐	☐	☐	☐
42	JD	911 Truman	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
43	LC	1225 Truman st	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	5	☐	☑	☐	☐	☐	☐	☐	☐	☐
44	GR	300 Park ave	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
45	AS	1041 Truman	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
46	JT	117 N Macneil	Waiting	04/22/25	Waiting	Waiting	2	☐	☐	☐	☐	☐	☐	☐	☐	☐
47	VS	117 N Macneil	Arroyo Shelter	4/29/25	4/29/25	Housed	11	☑	☑	☑	☑	☑	☐	☐	☐	☐
48	RD	208 Park Av	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☐	☐	☐	☐	☐	☐	☐	☐
49	MD	1165 N MacNeil St	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
50	ME	117 N Macneil	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☐	☐	☐	☑	☐	☐	☐	☐
51	AG	900 San Fernando Rd.	Client Declined Shelter	Not Submitted	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
52								☐	☐	☐	☐	☐	☐	☐	☐	☐
53								☐	☐	☐	☐	☐	☐	☐	☐	☐
54								☐	☐	☐	☐	☐	☐	☐	☐	☐
55								☐	☐	☐	☐	☐	☐	☐	☐	☐
			TOTALS					3	27	3	1	7	3	3	1	3

THE CITY OF SAN FERNANDO

MARCH 2025

Housing Programs Report

73
Individuals/families engaged

4
Shelter referrals made

1
Shelter placement

37
individuals received a meal

3
Individuals received hygiene items

6
Individuals received clothing

3
Individuals received transportation

30
Social Service Referrals

1
Family received security deposit assistance

1
Family referred to outside agency for shelter

1
Family entered motel program

The City's Housing Programs operate in partnership with North Valley Caring Services and Home Again Los Angeles.

Home Again LOS ANGELES

NVCS NORTH VALLEY CARING SERVICES

Home Again LA (San Fernando Impact / Stats)
Mar. 2025

					Social Service Referrals													Rental Assistance / Eviction Prevention								Shelter Assistance				Housing Navigation	
	HOH Initials	Family Size	Enrollment/Contact Date	Exit Date	Clothing/Donations	Vision Care	DPSS	CalFresh	Employment	Housing Resources	IHSS	LIFE TAP Card	4 Regional Rides	Legal Resource	ID Waiver	CBEST	EDD	Utility Asst	HALA Program	LAHSA Problem Solving	LAHSA Amount	SF Security Deposit	Security Deposit Amount	SF Prevention	SF Prevention Amount	Outcome of Family	Motel	90-day Shelter	Outside Agency	Outcome of Family	HN	Outcome of Family
1	MV	4	01/27/2025	03/01/2025														1			1	$1,500.00			Family secured housing and enrolled in RRH.						
2	AC	4	03/03/2025	03/03/2025						1																						
3	GE	6	03/03/2025	03/03/2025					1	1																			1	Exited motel, ongoing case management and housing navigation. Referred to SFVRM for shelter consideration.		
4	DA	4	02/03/2025	03/04/2025					1	1																	1			Exited motel, refused shelter, found other housing.		
5	EO	1	03/04/2025	ongoing									5																			
6	CJ	1	03/04/2025	ongoing									4																			
7	MR	5	03/05/2025	03/24/2025						1				1																		
8	FN	1	03/05/2025	03/05/2025														1														
9	HPA	1	03/11/2025	03/11/2025									2																			
10	FL	2	03/11/2025	03/11/2025									1																			
11	JMP	1	03/12/2025	03/12/2025					1	1																						
12	FM	2	03/12/2025	03/12/2025						1																						
13	RG	4	03/12/2025	ongoing		1																										
14	MT	5	03/17/2025	03/17/2025						1																						
15	ER	1	03/18/2025	03/18/2025									1																			
16	DJ	2	03/24/2025	03/24/2025						1																				pending call back for shelter interview		
17	JB	1	03/25/2025	03/26/2025									2																			
18	MR	3	03/20/2025	03/20/2025	1																											
19	GE	7	03/20/2025	03/20/2025	1																											
20	GT	1	03/26/2025	03/26/2025							1																					
					2		**0**	**0**	**1**	**5**	**1**	**0**	**10**	**1**	**0**	**0**	**0**	1	0	$0.00	0	$0.00	$1,500.00	$0.00			0			0	0	0

NVCS By-Name List

March 2025

No.	Participant's Initials	Former Location	Housing Placement	Date of Housing Referral	Date Placed	Current status	Total No. of Services Received	Itemized Services Received								
								Transportation	Food & Drink	Clothing	Hygiene Items	Info / Brochure	Housing Search and Placement	DMH	DMV	Benefits
1	CF	14 San Fernando Mission Blv	Arroyo Shelter	1/31/25	03/04/25	Housed	5	☑	☑	☐	☐	☑	☑	☐	☐	☐
2	JP	1161 N Maclay Ave	Client Declined Shelter	Declined	Declined	Unhoused in SF	12	☐	☑	☐	☐	☐	☐	☐	☐	☐
3	PEG	1200 N Maclay Ave	Client Declined Shelter	Declined	Declined	Unhoused in SF	10	☐	☑	☐	☐	☐	☐	☐	☐	☐
4	AG	1501 Woodworth St.	Client Declined Shelter	Declined	Declined	united with fam	6	☑	☑	☑	☐	☐	☐	☐	☐	☐
5	AB	1031 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
6	RG	1600 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Unhoused in SF	10	☐	☑	☑	☐	☑	☐	☑	☐	☐
7	CJ	117 N Macneil St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	15	☐	☑	☐	☐	☑	☐	☐	☐	☐
8	GT	2040 Glenoaks	Working with other agency	Pending	Pending	Unhoused in SF	5	☐	☑	☐	☐	☐	☐	☐	☐	☐
9	BC	2040 Glenoaks	Client Declined Shelter	Declined	Declined	Unhoused in SF	10	☐	☑	☐	☐	☐	☐	☐	☐	☐
10	KLK	2040 Glenoaks	Client Declined Shelter	Declined	Declined	Unhoused in SF	10	☐	☑	☐	☐	☐	☐	☐	☐	☐
11	JD	1049 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
12	SM	1041 Truman St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
13	AV	111 Maclay	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
14	VR	1212 Pico St.	Working with other agency	Pending	Pending	Sleeping in car	4	☐	☑	☐	☐	☐	☐	☐	☐	☐
15	EH	1212 Pico St.	Working with other agency	Pending	Pending	Sleeping in car	5	☐	☑	☐	☐	☐	☐	☐	☐	☐
16	JD	1118 Pico St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
17	JT	220 N Maclay	Client Declined Shelter	Declined	Declined	Unhoused in SF	10	☐	☑	☐	☐	☐	☐	☐	☐	☐
18	JD	1707 Truman St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	3	☐	☑	☐	☐	☐	☐	☐	☐	☐
19	GD	208 Park Ave	Client Declined Shelter	Declined	Declined	Sleeping in car	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
20	AHD	208 Park Ave	Referral Submitted	03/11/25	Pending	Pending	4	☐	☑	☐	☐	☑	☐	☐	☐	☐
21	JD	2040 Glenoaks	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
22	CS	886 Harding Ave	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
23	MR	1041 Truman St.	Working with other agency	Pending	Pending	Pending	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
24	EDJRS	1041 Truman St.	Working with other agency	Pending	Pending	Pending	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
25	JDP	901 Truman St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
26	CD	1212 Pico St.	Client Declined Shelter	Declined	Declined	Sleeping in car	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
27	JD	1212 Pico St.	Client Declined Shelter	Declined	Declined	Sleeping in car	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
28	KD	1228 Pico St.	Client Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☑	☐	☐
29	BD	900 San Fernando	CLient Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
30	DW	911 San Fernando	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
31	JD	911 Truman St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
32	JD	1041 Truman St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
33	KJ	1701 Truman St	Referral Submitted	03/14/25	Pending	Pending	5	☐	☑	☑	☑	☑	☐	☐	☐	☐
34	CPG	12980 foothill Bl	Referral Submitted	03/27/25	Pending	Pending	5	☐	☑	☐	☐	☑	☐	☐	☐	☐
35	GL	505 S Huntington St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
36	SA	11423 San Fernando Rd.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
37	AA	11423 San Fernando Rd.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	5	☐	☑	☑	☑	☐	☐	☐	☐	☐
38	OA	11423 San Fernando Rd.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	4	☐	☑	☐	☐	☐	☐	☐	☐	☐
39	IA	11423 San Fernando Rd.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
40	ER	1040 San Fernando Rd	Placed in Independent Living	01/18/24	01/18/25	Housed	2	☑	☑	☐	☐	☐	☐	☐	☐	☐
41	JD	Cesar Chavez memorial	CLient Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
42	CECN	117 N Macneil St.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
43	EO	900 San Fernando rd	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
44	IM	1101 Truman st	CLient Declined Shelter	Declined	Declined	Unhoused in SF	0	☐	☐	☐	☐	☐	☐	☐	☐	☐
45	RH	1707 Truman st	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
46	JD	54 N Hubbard ave	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☐	☐	☐	☐	☐	☐	☐	☐
47	JCI	928 Truman St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	3	☐	☑	☑	☐	☐	☐	☐	☐	☐
48	CM	2025 Fourth St	Referral Submitted	03/26/25	Pending	Pending	5	☐	☑	☑	☑	☑	☐	☐	☐	☐
49	RE	1501 Truman St.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
50	VMM	1041 Truman St.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☑	☐	☐	☐	☐	☐	☐
51	AB	1701 Truman St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
52	RD	1753 Truman St.	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
53	JD	2025 Fourth St	CLient Declined Shelter	Declined	Declined	Unhoused in SF	2	☐	☑	☐	☐	☐	☐	☐	☐	☐
			TOTALS					3	37	7	3	7	1	2	0	0

THE CITY OF SAN FERNANDO

FEBRUARY 2025

Housing Programs Report

64
Individuals/families engaged

25
Social Service Referrals

3
Shelter referrals made

1
Family received security deposit assistance

2
Shelter placements

1
Family entered HALA 90-day shelter program

30
Meals distributed

4
Families assisted with housing navigation

10
Individuals received hygiene items

1
Family referred to outside agency for shelter

18
Individuals received clothing

4
Families entered motel program

5
Individuals received transportation

The City's Housing Programs operate in partnership with North Valley Caring Services and Home Again Los Angeles.

Home Again LOS ANGELES

NVCS NORTH VALLEY CARING SERVICES

NVCS By-Name List

February 2025

No.	Participant's Initials	Former Location	Housing Placement	Date of Housing Referral	Date Placed	Current status	Total No. of Services Received	Itemized Services Received								
								Transportation	Food & Drink	Clothing	Hygiene Items	Info / Brochure	Housing Search and Placement	DMH	DMV	Benefits
1	AB	905 Truman St.	Waiting	2/4/25	Waiting	Waiting	21	✓	✓		✓					
2	EO	901 San Fernando Rd.	Referral not Submitted	Not Submitted	Waiting	Waiting	10		✓	✓						
3	JP	968 Maclay	Client Declined Shelter	Declined	Declined	Declined	6		✓					✓		
4	PEL	1011 Seventh St.	Client Declined Shelter	Declined	Declined	Declined	16		✓			✓				
5	MM	14701 Rinaldi	Tiny Homes Sun Valley	01/10/25	1/14/25	Housed	1		✓							
6	CF	111 N Macneil St.	Waiting	1/31/25	Waiting	Waiting	3		✓			✓				
7	RC	900 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	0									
8	FD	111 N Macneil	Client Declined Shelter	Declined	Declined	Declined	1					✓				
9	CA	505 S Huntington St.	Client Declined Shelter	Declined	Declined	Declined	3		✓	✓						
10	RPDL	1242 Pico St.	Client Declined Shelter	Declined	Declined	Declined	8		✓	✓						
11	VR	1212 Pico St.	ient Working with other agen	Not Submitted	Not submitted	Waiting	9		✓	✓	✓					
12	EH	1212 Pico St.	ient Working with other agen	Not Submitted	Not submitted	Waiting	9		✓	✓	✓					
13	HP	314 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	3		✓	✓						
14	VGV	1100 Pico St.	Client Declined Shelter	Declined	Declined	Declined	4		✓	✓						
15	SM	1033 Truman St.	Community Bridge	2/10/25	2/10/25	Housed	11	✓	✓		✓		✓			
16	CJ	910 First St.	Client Declined Shelter	Declined	Declinde	Declined	26	✓	✓	✓	✓	✓				
17	JT	224 N Maclay	Client Declined Shelter	Declined	Declined	Declined	12		✓							
18	BC	2040 Glenoaks	Client Declined Shelter	Declined	Declined	Declined	18		✓	✓	✓					
19	DR	455 San Fernando Mission	Client Declined Shelter	Declined	Declined	Declined	4		✓	✓		✓				
20	AG	757 S Workmen St.	Client Declined Shelter	Declined	Declined	Declined	9		✓	✓						
21	JD	504 Maclay	Client Declined Shelter	Declined	Declined	Declined	0									
22	RBL	1021 Truman	Client Declined Shelter	Declined	Declined	Declined	0									
23	JDBS	1014 San Fernando Mission	Client Declined Shelter	Declined	Declined	Declined	0	✓								
24	ER	121 S Brand Bl.	DMH Referral	DMH Referral	Waiting	Waiting	6		✓		✓			✓		
25	MP	1011 Seventh St.	Client Declined Shelter	Declined	Declined	Declined	0									
26	AF	900 San Fernando Rd.	Referral not Submitted	Not Submitted	Not Submitted	Waiting	5		✓	✓	✓					
27	GR	1015 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	0									
28	JM	111 N Macneil St.	Community Bridge	2/5/25	2/5/25	Housed	3							✓		
29	JD	2040 Glenoaks	Client Declined Shelter	Declined	Declined	Declined	0									
30	RF	1041 Truman St.	Client Declined Shelter	Declined	Declined	Declined	0									
31	IM	1101 Truman St.	Client Declined Shelter	Declined	Declined	Declined	0									
32	RG	2025 Fourth St.					6	✓	✓	✓						
33	TL	2040 B Glenoaks	Client Declined Shelter	Declined	Declined	Declined	2		✓							
34	JD	2040 C Glenoaks	Client Declined Shelter	Declined	Declined	Declined	2		✓							
35	CR	1011 Seventh St.	Client Declined Shelter	Declined	Declined	Declined	1					✓				
36	DB	907 Truman St.	Client Declined Shelter	Declined	Declined	Declined	3		✓	✓						
37	JD	661 Truman St.	Client Declined Shelter	Declined	Declined	Declined	2		✓							
38	GT	2040 Glenoaks Blvd	Pending with other Agency	Not Submitted	Not Submitted	Waiting	3		✓		✓					
39	AL	2040 Glenoaks Blvd	Client Declined Shelter	Declined	Declined	Declined	3		✓		✓					
40	JD	1033 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	0									
41	KD	1049 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	2		✓							
42	WD	2040 Glenoaks Blvd	Client Declined Shelter	Declined	Declined	Declined	2		✓							
43	CD	2040 Glenoaks Blvd	Client Declined Shelter	Declined	Declined	Declined	3		✓							
44	JKT	910 First St.	Client Declined Shelter	Declined	Declined	Declined	0									
45	JD	901 San Fernando Rd.	Client Declined Shelter	Declined	Declined	Declined	0									
46	JD	1041 Truman	Client Declined Shelter	Declined	Declined	Declined	0									
47	JD	1701 Hubbard	Client Declined Shelter	Declined	Declined	Declined	0									
48	GR	208 Park Av	Client Declined Shelter	Declined	Declined	Declined	0									
						TOTALS		5	30	14	10	6	2	2	0	0

Home Again LA
February 2025

					Social Service Referrals												Rental Assistance				Security Deposit				Shelter Assistance				Housing Navigation	
	Head of Household Initials	Family Size	Enrollment Date	Exit Date	Clothing	DPSS	CalFresh	Employment	Housing Resources	LIFE TAP Card	Regional Rides	Legal Resource	ID Waiver	CBEST	EDD	Utility Asst.	SF Program	LAHSA Problem Solving	Amount	Outcome of Family	SF Program	Outside Agency	Amount	Outcome of Family	Motel	90-day Shelter	Outside Agency	Outcome of Family	Housing Navigation	Outcome of Family
1	PML	2	2/3/2025	2/3/2025												1														
2	DA	4	2/3/2025	ongoing				1	1																1			Family still in motel program	1	Family still looking for housing
4	VM	2	2/10/2025	2/10/2025						1																				
5	MR	4	01/06/2025	02/04/2025	1			1																	1			Exited motel program, referred to LAFH		
6	DM	6	12/12/2024	02/06/2025	1				1							1					1		$1,998.00	Housed		1		Exited shelter and secured housing	1	
7	GE	6	01/28/2025	ongoing	1			1	1																1			Family still in motel program	1	
8	MV	4	01/31/2025	ongoing				1	1																1			Family still in motel program	1	
9	EO	1	02/10/2025	ongoing							3																			
10	CJ	1	02/10/2025	ongoing							5																			
11	IL	1	02/10/2025	02/10/2025												1														
12	GP	1	02/10/2025	02/10/2025						1	1																			
13	PS	1	02/11/2025	02/11/2025												1														
14	AC	1	02/24/2025	02/24/2025					1																		1	Connected to Tarzana Tx Center/Renewed Hope/Centers for Living & Learning.		
15	BS	1	02/26/2025	02/25/2025					1																					
16	MR	4	02/27/2025	02/27/2025																										
	Total Individuals	**39**			**3**				**Total Social Service Referrals**							**25**	**Total Families**	**0**	**Total Amount**	**$0.00**	**Total Families**	**1**	**Total Amount**	**$1,998.00**	**Total Families**	**6**			**Total Families**	**4**	

ATTACHMENT "E"

THE CITY OF SAN FERNANDO

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Will Pettener, Assistant to the City Manager

Date: September 2, 2025

Subject: Summary of 2025 Legislative Advocacy & Funding Request Letters

Legislative Activity

Below are legislative advocacy letters submitted in accordance with the City's Legislative Advocacy Policy and Platform (January 1, 2025 – Present):

1. **Oppose SB 79 (Weiner)** re: Transit-Oriented Development (4/2)
2. **Oppose 306 (Schultz)** re: Freeze on State Code Updates for Residential Units (4/2)
3. **Oppose SB 634 (Pérez)** re: Homelessness – Civil and Criminal Penalties (4/9)
4. **Removal of Opposition SB 634 (Pérez)** re: Homelessness - Civil and Criminal Penalties (5/12)
5. **Support AB 468 (Gabriel)** re: Crimes - Looting (5/19)
6. **Oppose AB 1022 (Kalra)** re: Vehicles - Abandonment Removal (5/19)
7. **Oppose SB 16 (Blakespear)** re: Homeless Housing, Assistance, and Prevention Program (5/19)
8. **Support AB 650 (Papan)** re: Planning and Zoning - Housing Element (5/19)
9. **Support** re: Federal Housing Program Funding Sign On Letter through NLC (5/21)
10. **Support** re: Governor's Legislative Package to Streamline Delata Conveyance Project (6/12)
11. **Letter to President Trump and SCOTUS** re: Commitment to Upholding Residents Rights and Constitutional Protections (6/17)
12. **Position Letter** re: Metro East San Fernando Valley Right of Way Study (8/18)

Additionally, the City has submitted letters of support for funding requests and initiatives for the following community-based organizations and legislators (January 1, 2025 – Present):

1. **Habitat LA** – Commemorative Letter for the Los Angeles Builders Ball (2/5)
2. **Assemblymember Celeste Rodriguez** – 2025 Appropriation Requests (3/17)
3. **Climate Smart Communities Initiative (CSCI)** – Support of Joint Grant Application with Climate Resolve (3/17)
4. **Senator Caroline Menjivar** – 2025 Appropriation Requests (3/28)
5. **Congresswoman Rivas** – Kidneys Quest Foundation Appropriation Request (4/25)

6. **LAUSD Superintendent Carvalho** - Support for Police Presence and Partnerships on School Campuses (5/6)
7. **Congresswoman Rivas** – 2025 Appropriation Requests (5/27)
8. **County Supervisor Horvath** – Support for Home Again LA's County Discretionary Fund Grant Application (7/11)
9. **County Supervisor Horvath** – Support for Ignite the Light of Hope Foundation's County Discretionary Fund Grant Application (7/11)
10. **Los Angeles County Internal Services Division** – High Road Training Partnership (HRTP) (8/18)

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Will Pettener, Assistant to the City Manager
Cristina Moreno, Social Services Coordinator

Date: September 2, 2025

Subject: Consideration to Approve a Memorandum of Understanding with Alzheimer's Los Angeles to Provide Education and Resources Related to Alzheimer's Disease and Other Dementias

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a Memorandum of Understanding (MOU) with Alzheimer's Los Angeles (ALA) (Attachment "A" – Contract No. 2422) to provide education and resources related to Alzheimer's Disease and other dementias; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

BACKGROUND:

1. Since 2014, ALA has functioned as an informal partner of the City, beginning initially with the implementation of quarterly workshops for residents and now offering a monthly "Healthy Brains" series.

2. On December 6, 2023, the Business and Community Resource Center (BCRC) was established to function as a hub for local businesses and to support housing, financial, and food resilience opportunities for the community, through a series of community partnerships and events.

ANALYSIS:

Local governments often provide health education and preventive services to support overall community well-being and public safety. When cities invest in accessible, culturally responsive programs on topics like brain health and dementia awareness, they help individuals make

informed choices that support healthier, more productive lives, while also reducing strain on hospitals, long-term care facilities, and family caregivers. These services are especially critical for older adults, caregivers, and underserved populations who may not otherwise have access to resources or guidance. This MOU represents an opportunity to formalize and strengthen the City's long-standing collaboration with ALA, enabling more formal advertising efforts and a streamlined facility use application process.

ALA, a nonprofit 501(c)(3) founded in 1981, serves families impacted by Alzheimer's disease and other dementias through free, high-quality education, support, and care programs. Services include workshops, caregiver support groups, memory clubs, and personalized counseling by dementia specialists, as well as community outreach to promote brain health, risk reduction, healthy aging, and early detection. These interactive and culturally inclusive sessions provide residents with practical education on dementia, caregiving, and brain health, reflecting a shared commitment to supporting families, caregivers, and the community's overall cognitive wellness.

Through the proposed MOU, the City will formalize its long-standing partnership with ALA to provide a variety of community-based services that promote brain health awareness, risk reduction, and caregiver support. These services include:

- Monthly "Healthy Brains" workshops for residents;
- Educational sessions on Alzheimer's disease, dementia, and caregiving;
- Support groups and memory clubs for families and caregivers;
- Personalized counseling and referrals to dementia specialists;
- Access to a toll-free helpline for information and assistance;
- Ongoing outreach to promote brain health and healthy aging strategies.

Services will be provided at City Hall or City park facilities throughout the City, as space is available. ALA will promote the programs through its website, social media, and partner communication channels. The City will support the initiative by providing facility space, along with waiving any applicable facility rental fees, assisting with outreach (such as flyers, social media posts, etc.), and encouraging community participation. ALA will receive access to using the City Seal, with City Manager approval, for marketing materials.

These efforts align with the City Council's Strategic Goal of Focusing on Community First by increasing access to preventive and supportive services for all residents. By working collaboratively with ALA, the City seeks to continue offering culturally inclusive, locally accessible education and resources that promote brain health and caregiver support for San Fernando residents.

BUDGET IMPACT:

There is no budget impact incurred by this collaboration as all maintenance costs for the use of City facilities have already been accounted for in the Fiscal Year 2025-2026 Adopted Budget. Additionally, the City will waive any applicable permit fees associated with co-sponsored events, which could range in cost from approximately $150 - $1,000 per event, according to the Fiscal Year 2024-2025 Fee Schedule.

CONCLUSION:

Staff recommends that the City Council approve the MOU with Alzheimer's Los Angeles to provide education and resources related to Alzheimer's disease and other dementias; and authorize the City Manager, or designee, to make non-substantive changes and execute the agreement.

ATTACHMENT:

A. Contract No. 2422

ATTACHMENT "A"
CONTRACT NO. 2422

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN FERNANDO AND ALZHEIMER'S LOS ANGELES

This Memorandum of Understanding ("MOU") is entered into this 2nd day of September, 2025 ("Effective Date"), by and between the CITY OF SAN FERNANDO ("City") and ALZHEIMER'S LOS ANGELES ("ALA"), a Section 501 (c)(3) nonprofit organization. City and ALA are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the City is a California municipal corporation organized and existing under the laws of the State of California; and

WHEREAS, the City is dedicated to enhancing resources and supportive services that promote the well-being of residents, in alignment with Strategic Goal I: Focus on Community First; and

WHEREAS, the City will approve the use of the City seal on print material and social media pursuant to City Council Ordinance No. 1724;

WHEREAS, ALA is a non-profit dedicated to enhancing the lives of local families impacted by Alzheimer's and other dementias by raising awareness, offering effective programs and services, providing compassionate support, and advocating for quality care and the pursuit of a cure since 1981; and

WHEREAS, the main goals of ALA's enhance the lives of local families impacted by Alzheimer's and other dementias by raising awareness, offering effective programs and services, providing compassionate support, and advocating for quality care and the pursuit of a cure; and

WHEREAS, ALA will provide its services and programming at no cost to residents of the City, which will include expert-led educational classes and support sessions focused on Alzheimer's disease, dementia, caregiving, and related topics (the "Program"); and

WHEREAS, the Parties desire to enter into this MOU to establish a partnership to implement the Program through the City's Business and Community Resource Center ("BCRC") and other designated locations in San Fernando.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and incorporated into and made a part of this MOU.

SECTION 2. **TERM**. This MOU shall commence on the Effective Date and terminate two (2) years thereafter ("Term"), with an option to extend the term for two (2) additional one (1) year periods, unless terminated earlier. The City Manager, in their reasonable discretion, is authorized to exercise the City's extension options administratively, pursuant to Section 2.C.

A. Amendments: This MOU may be amended with the approval of both parties, in writing, provided both parties sign the revised agreement. A modification request must be presented, in writing, thirty (30) days prior to effective date.

B. Termination: Either party may terminate its participation in this MOU without cause by providing a 30-day written notice by a nationally recognized overnight delivery service with delivery to, personal service at, or mail to, the addresses identified herein. The thirty (30) days will begin on the date of personal service, the date placed with the overnight delivery service or the date of mailing as applicable.

C. Extension: This MOU may be extended by written agreement between both parties, provided such agreement is signed by both parties prior to the termination date and contains the following:

i. A statement of intent to continue the provisions of the MOU;
ii. Revised effective and termination dates and
iii. Dated signature of the signatory's designee

SECTION 3. **NO PAYMENT OF OR FUNDING BY CITY FUNDS**. ALA recognizes and agrees that City shall have no obligation to provide City funds in support ALA's Program or ALA's use of City facilities or perform any fundraising services or activities on behalf of ALA.

SECTION 4. **USE OF CITY FACILITIES**. If ALA wishes to make use of City parks, rooms and buildings ("City Facilities"), ALA must first submit a written request for such use to City. City in its sole discretion and subject to availability may grant, conditionally grant or deny any such request. City shall waive facility use fees for ALA's use of City Facilities for activities and services provided by or through the Program. City reserves the right to designate or redesignate which City Facilities may be used by ALA in the performance of its duties and responsibilities under this MOU. Nothing in this MOU shall be interpreted to grant any license or leasehold interest in the City Facilities to ALA.

SECTION 5. **ALA'S SCOPE OF SERVICES.** ALA shall be responsible for Program implementation, administration and oversight, as further described in the Scope of Services as outlined in **Exhibit A** attached to this MOU and incorporated herein by reference.

SECTION 6. **INDEMNIFICATION:** To the fullest extent permitted by law, ALA agrees to indemnify, defend and hold free and harmless the City and City's elected or appointed officials, officers, employees, agents and volunteers from, any and all actions, claims, damages to persons or property, penalties, obligations, costs (including reasonable attorneys' fees) or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political

subdivision or other organization, arising out of, caused by or related to the services provided by ALA under this MOU, as well as the willful misconduct or negligent acts, errors or omissions of ALA, its agents, employees, volunteers, or invitees, including each person or entity responsible for the provision of services hereunder. ALA's duty to indemnify, defend and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the City, or the City's elected or appointed officials, officers, employees, agents, and volunteers. This provision shall survive the expiration or termination of this MOU.

SECTION 7. **LIMITATION OF CITY LIABILITY**. In no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU or the services performed in connection with this MOU.

SECTION 8. **TAXES**. ALA shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning ALA or any employee of ALA and shall further indemnify, pay for the defense of, and hold harmless City of and from any such payment or liability arising out of or in any manner connected with ALA's performance under this MOU.

SECTION 9. **INSURANCE**. At its sole expense, ALA shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this MOU as set forth below, and "City of San Fernando" shall be named as an additional insured on policies providing coverage for subsections 9(a) and 9(c) below:

(a) Commercial General Liability: (1986 ISO form or later) with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate written on an occurrence basis.

(b) Auto Liability (including owned, hired and non-owned autos): $1,000,000 combined single limit (each accident).

(c) Worker's Compensation and Employer's Liability: Statutory California State limits. These coverages and limits are to be considered minimum requirements under this MOU and in no way limit the liability of ALA.

Prior to start of work under this MOU, ALA shall file with City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s). Coverage on all required policies may not be canceled, amended, terminated, or otherwise modified without no less than 30-days advance written notice to the City.

SECTION 10. **NOTICES**. Any notice required or permitted to be given under this MOU shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier),

postage prepaid, return receipt required, or three (3) business days after deposit into U. S. Mail, certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

IF TO CITY:
City of San Fernando
Attn: City Manager's Office
117 Macneil St.
San Fernando, CA. 91340
Phone: (818) 898-1202
Email: citymanager@sfcity.org

IF TO ALZHEIMER'S LOS ANGELES:
Alzheimer's Los Angeles
Attn: Cathy Ladd
2922 Crenshaw Blvd, Suite 125
Los Angeles, CA 90016
Phone: (323) 930-6213
Email: cladd@alzla.org

SECTION 11. MISCELLANEOUS.

A. Assignment Prohibited. ALA shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this MOU or any rights, duties or obligations of ALA hereunder without the prior written consent of City. A change of ownership or control of ALA or a sale or transfer of substantially all of the assets of ALA shall be deemed an assignment for purposes of this MOU.

B. Cooperation; Further Acts: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this MOU.

C. Governing Law and Venue. This MOU shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

D. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this MOU inure exclusively to the Parties.

E. Construction of MOU. This MOU shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this MOU together through a process of negotiation and with the advice of their respective attorneys.

F. Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

G. Amendment; Modification. No amendment, modification or supplement of this MOU shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

H. Captions. The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this MOU.

I. Inconsistencies or Conflicts. In the event of any conflict or inconsistency between the provisions of this MOU and any of the exhibits attached hereto, the provisions of this MOU shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the day and year first appearing in the paragraph preceding the recitals.

CITY OF SAN FERNANDO

By: _____

Kanika Kith, Interim City Manager

Date: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, City Attorney

Date: _____

ALZHEIMER'S LOS ANGELES

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

I. Objectives

The purpose of this collaboration between the City of San Fernando and Alzheimer's Los Angeles is to **enhance the lives of local families impacted by Alzheimer's disease and other dementias**. This will be achieved by:

- Raising community awareness of Alzheimer's and dementia.
- Delivering effective, culturally sensitive programs and services.
- Providing compassionate support to caregivers and families.
- Advocating for quality care and promoting brain health.

II. Parties

This Scope of Work is established between the **City of San Fernando** and **Alzheimer's Los Angeles**.

III. Responsibilities of City of San Fernando

The City of San Fernando agrees to:

1. **Provide Venue**
    - Offer space within the park's facilities for classes and support sessions.
    - Ensure access to necessary utilities such as electricity, seating, and AV equipment, as needed.
2. **Marketing and Outreach**
    - Assist in promoting the classes through City communication channels, including newsletters, social media platforms, and community bulletin boards.
3. **Logistical Support**
    - Prepare the venue for scheduled classes, including room setup in accordance with Alzheimer's Los Angeles requirements.
4. **Point of Contact**
    - Designate a staff member to serve as the primary liaison with Alzheimer's Los Angeles for coordination and issue resolution.

IV. Responsibilities of Alzheimer's Los Angeles

Alzheimer's Los Angeles agrees to:

1. **Program Delivery**

- Provide expert-led educational classes and support sessions focused on Alzheimer's disease, dementia, caregiving, and related topics.
- Supply and manage all necessary program materials.

2. **Curriculum Development**
   - Develop and deliver a curriculum that is culturally sensitive and accessible, with a particular focus on the Spanish-speaking community of San Fernando.
3. **Staffing**
   - Ensure qualified professionals conduct classes, answer participant questions, and provide follow-up resources.
4. **Data and Feedback**
   - Collect participant feedback and share findings with the City to support program evaluation and future improvements.
5. **Compliance**
   - Follow all park rules and regulations during facility use.
   - Ensure all activities are conducted in a safe and respectful manner.

V. Schedule and Duration

1. **Class Schedule**

   - Regularly scheduled classes will be held on the **first Thursday of each month** beginning **September 4, 2025 through December 30, 2028** (excluding holidays).
   - Additional classes may be scheduled at the City's sole discretion and are subject to availability. The City may approve, conditionally approve, or deny any such request.

2. **La Posada Event**

   - Alzheimer's Los Angeles will host a **cultural brain health awareness event, La Posada**, one day each December.

Service Locations: Services will be provided at Las Palmas Park, Recreation Park, and/or Rudy Ortega Sr. Park in the City of San Fernando.

Outreach and Promotion: The City and ALA will actively promote all events and service offerings through multiple channels, including:

- Social media platforms
- The organization's official website
- Email communications to subscribers and partner networks

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Julia Fritz, City Clerk
Crystal Solis, Deputy City Clerk/Management Analyst

Date: September 2, 2025

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with The Language Pros for Language Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a First Amendment to the Professional Services Agreement with The Language Pros ("TLP") (Attachment "A" - Contract No. 2328(a)) to increase the compensation up to $40,000 per fiscal year, and extend the term to June 30, 2026, with an option to extend for four (4) one-year terms; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the amendment and all related documents.

BACKGROUND:

1. On October 28, 2024, the City released a Request for Proposals (RFP) for Language Services. Twelve (12) firms submitted proposals by the due date of November 19, 2024.

2. On December 2, 2024, the City Council approved a Professional Services Agreement with The Language Pros (Exhibit "A" to Attachment "A").

3. Throughout the first half of 2025, TLP provided interpretation services at City Council meetings and community workshops and provided translation services for City Council and Commission meeting agendas, as well as community outreach materials (e.g., informational flyers and certain public hearing notices).

4. On June 30, 2025, the City Council approved the Fiscal Year (FY) 2025-2026 Budget, which included $40,000 for continued language services.

ANALYSIS:

As cities grow increasingly diverse, language barriers can pose significant challenges to effective communication and civic engagement. Interpretation and translation services enhance accessibility, inclusivity, and public safety while fostering trust, supporting economic growth, and encouraging community participation. Addressing language needs ensures inclusion and strengthens civic life. Based on the 2020 United States Census Bureau data[1] for the City of San Fernando, approximately 73.9% of residents speak a language other than English at home, 71.2% of those residents are Spanish speakers, and 28.1% of all San Fernando residents have limited English-speaking abilities. Considering San Fernando's large Spanish speaking population, Language Services targets this segment of the community to be more actively involved and informed about City governance.

The City incorporates community outreach and engagement into all major projects, policies, and programs to ensure that community input plays an important role in making local government decisions effective, inclusive, and responsive. This effort aligns with Strategic Goal I. "Focus on Community First", in the City's adopted FY 2022-2026 Strategic Goals, and emphasizes the importance of outreach and engagement to San Fernando's prosperity. Resident input on major City decisions supports the City Council and staff in ensuring that community needs are prioritized in both the creation and implementation of projects, policies, and programs.

Through an RFP process, the City Council approved Contract No. 2328 with The Language Pros, on December 2, 2024. The City provides a range of interpretation and translation services to ensure accessibility for all community members. These services include:

- **Simultaneous interpreting (real-time) and Consecutive interpreting (interpreter speaking after the speaker has paused) are offered in-person** for all City Council meetings, the interpreters facilitate real-time interpretation of discussions, deliberations, and public comments, enabling participants who speak Spanish to fully engage in the process. Approximately five (5) to 10 community members utilize interpretation services per meeting.

- **On-request in-person interpretation services** for Commission meetings. In 2025, there were no requests for interpretation services.

- **In-person interpretation services** for special community meetings, such as Climate Action Resilience Plan (CARPS) workshops, Residential Permit Parking (RPP) Program Community meetings, and Code Compliance Workshops, amongst others. An average of one (1) to three (3) community members have used the interpretation services at these meetings.

- **Translated agendas** for all City Council and Commission meetings.

[1] US Census Data 2020 - https://www.census.gov/quickfacts/sanfernandocitycalifornia

- **Translated community outreach materials** for community workshops and public hearing notices such as the Public Hearing Notice for Prop 218 Proposed Water and Sewer Adjustments.

The City has utilized TLP to provide interpretation services at City Council meetings and community workshops, as well as translation services for City Council and Commission meeting agendas, community workshop flyers, and certain public notices. The City Council approved a contract with a not-to-exceed amount of $25,000 for services during the 2025 calendar year. However, extended City Council meetings and an increase in community workshops have resulted in greater utilization of these services with most of the allocated funds being expended.

The City requires interpreters to be available at City Council meetings through the general public comment and public testimony portion of Public Hearings. Interpreters remain onsite throughout the meetings while the services are being utilized by community members. If a Public Hearing occurs later in the meeting, interpreters are required to remain available to allow for participants who speak Spanish to fully engage. Community outreach and engagement remains a priority for all major projects. Throughout 2025, the City has hosted additional community workshops and has made interpretation services available for community members to participate and engage. This includes multiple in-person and zoom workshops for CARP, RPP Program, and Code Compliance. Additional funding will allow the City to continue providing language services, and by aligning the contract term with the City's fiscal year, this will improve budget management and consistency with City Council approved appropriations.

Staff recommends that the City Council approve an amendment to the existing Professional Services Agreement with The Language Pros for continued Language Services. The contract amendment increases the compensation from $25,000 to up to $40,000 per fiscal year, extends the term an additional six (6) months to June 30, 2026, with an option to extend the term an additional four (4) one-year terms; and adds language authorizing the City Manager to approve compensation rate adjustments that is provided to the City by TLP over the course of the agreement. This amendment is necessary to provide ongoing language services for City meetings and community events over the next four (4) years.

BUDGET IMPACT:

The current contract with The Language Pros has utilized approximately $20,000 from January 2025 through June 2025. The FY 2025-2026 Adopted Budget allocated $40,000 for language services. The contract amendment with The Language Pros will increase the compensation up to $40,000 per fiscal year to provide services for in-person interpretation for all City Council Meetings, as-needed interpretation at Commission meetings, translations of all City Council and Commission meeting agendas, and interpretation and/or translation services for community meetings.

CONCLUSION:

It is recommended that the City Council approve a First Amendment to the Professional Services Agreement with TLP to increase the compensation up to $40,000 per fiscal year, and extend the term to June 30, 2026, with an option to extend for four (4) one-year terms; and authorize the City Manager, or designee, to make non-substantive changes and execute the amendment and all related documents.

ATTACHMENTS:

A. Contract No. 2328(a), including:
   Exhibit “A”: Contract No. 2328

CONTRACT NO. 2328(a)

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

(Parties: The Language Pros and City of San Fernando)
(Engagement: Language Services)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Language Services" Contract No. 2328 dated December 2, 2024, (hereinafter, "Master Agreement"), is hereby made and entered into this 3rd day of September, 2025 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and THE LANGUAGE PROS (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, exaction of the Master Agreement was executed by the Parties on December 2, 2024 (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**); and

WHEREAS, the term of the Master Agreement expires December 31, 2025; and

WHEREAS, the parties desire to amend the Master Agreement to extend the term of service to June 30, 2026, with an option to extend an additional four (4) one-year terms; and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation per fiscal year up to **FORTY THOUSAND DOLLARS ($40,000)**, as a result of additional meetings, workshops, documents such as, mailers, flyers, and post cards, utilizing language translation services; and

WHEREAS, the Parties acknowledge that during the term of the Agreement the COMPENSATION RATE may require adjustments; and

WHEREAS, approval authority is given to the City Manager to administratively approve such rate adjustments, provided that any adjustment does not exceed the compensation allocated within a fiscal year, without City Council approval, and that written notice of such adjustment is provided to the City at least 30 days prior to the effective date; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, that the execution of this First Amendment was approved by the San Fernando City Council at its Regular Meeting of September 2, 2025, under Agenda Item No. 5.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The term set forth under Section 1.1 of the Master Agreement shall extend through June 30, 2026, unless terminated pursuant to Section 5.

SECTION 2. The Not-To-Exceed Sum set forth under Section 1.4 of the Master Agreement shall not exceed the budgeted aggregate sum of up to **FORTY THOUSAND DOLLARS ($40,000)** per fiscal year.

SECTION 3. Section 1.4 of the Master Agreement is hereby amended to authorize the City Manager to approve COMPENSATION RATE adjustments administratively, provided that any adjustment does not exceed the compensation allocated within a fiscal year, without City Council approval, and that written notice of such adjustment is provided to the City at least 30 days prior to the effective date.

SECTION 4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.4 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY OF SAN FERNANDO

By: _____
Kanika Kith, Interim City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

THE LANGUAGE PROS:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACT NO. 2328

2024
PROFESSIONAL SERVICES AGREEMENT
(Parties: The Language Pros and City of San Fernando)
(Engagement: Language Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2nd day of December, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and The Language Pros (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires translation and interpretation services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, CITY staff requests language services as needed for City Council meetings, Commission meetings, and community events;

WHEREAS, that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 2, 2024, under Agenda Item No. 6; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of one (1) year (hereinafter, the "Term"), commencing January 1, 2025. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for four (4) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "City of San Fernando Request for Proposals for Language Services" dated October 28, 2024 (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "2025 Proposal, November 19, 2024" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

A. CONSULTANT shall perform the Services contemplated under this Agreement on an on-call, as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Services in the manner described below and such Services is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A not-to-exceed budget for performing the services or tasks;
4. A timeline for completing the requested services or tasks;
5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;

C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;

D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "Proposed Rate Schedule – Interpretation and Translation Services" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed aggregate sum of twenty-five thousand ($25,000) (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates City Clerk Julia Fritz (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Mark Huey to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of

CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims

to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.

2.8 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

2.9 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

2.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials,

officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the following Events of Defaults within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure

or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of

CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
The Language Pros
510 W. 6th Street, Suite 203
Los Angeles, CA 90014
Attn: Mark Huey
Phone: (213) 212-9834

CITY:
City of San Fernando
City Clerk Department
117 Macneil Street
San Fernando, CA 91340
Attn: Julia Fritz, City Clerk
Phone: (818) 898-1204

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to

the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

By: DocuSigned by: Nick Kimball 1041FC9C27C7499...
Nick Kimball, City Manager

Date: 12/18/2024 | 12:15 PM EST

APPROVED AS TO FORM

By: Signed by: Richard Padilla 9E0788304A9F4FC...
Richard Padilla, City Attorney

Date: 12/18/2024 | 9:02 AM PST

THE LANGUAGE PROS:

By: DocuSigned by: Mark Huey E5F539EB919D4C5...

Name: Mark Huey

Title: President

Date: 12/14/2024 | 12:15 PM PST

REQUEST FOR PROPOSALS

The City Clerk Department is requesting proposals for:

Language Services

RELEASE DATE: OCTOBER 28, 2024

RESPONSE DUE: NOVEMBER 19, 2024

GENERAL INFORMATION

The City of San Fernando is interested in contracting with a qualified and experienced professional services firm to provide language services. The selected firm will offer translation and interpretation services that meet a high standard of accuracy, consistency, and timeliness in Spanish, and other languages as needed. The required services and performance conditions are described in the Scope of Work and will be awarded a contract for a one (1) year term with two (2) optional one-year extensions, expected to commence January 2025.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six (6) departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 117 full-time employees from a total Adopted Budget for Fiscal Year 2024-2025 of $52.9 million, which includes a General Fund budget of $26.7 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

In July 2023, the City began offering the community accessibility to Spanish agendas and in-person interpretation at all City Council meetings. Beginning January 2024, the City now provides Spanish agendas for all City Council and Commission meetings, in-person interpretation for all City Council meetings, and an option for on-call in-person interpretation requests for Commission meetings.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide language services. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this Request for Proposals (RFP), and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julia Fritz, City Clerk, via e-mail at cityclerk@sfcity.org. Questions must be received by 5:30 p.m. on Wednesday**,** November 6, 2024. All questions received prior to the deadline will be collected and responses will be emailed by Friday, November 8, 2024.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Julia Fritz, City Clerk, at cityclerk@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – Language Services". Proposals must be received no later than **Tuesday, November 19, 2024 at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1) Make the selection based on its sole discretion;
2) Reject any and all proposals without prejudice;
3) Issue subsequent Requests for Proposal;
4) Postpone opening for its own convenience;
5) Remedy technical errors in the Request of Proposal process;
6) Approve or disapprove the use of particular sub-contractors;
7) Negotiate with any, all, or none of the prospective firms;
8) Solicit best and final offers from all or some of the prospective firms;
9) Accept other than the lowest offer; and/or
10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The following section describes the specific services being requested by this Request for Proposal. The City currently provides Spanish agendas for all City Council and Commission meetings, in-person interpretation for all City Council meetings, and an option for on-call, as needed, in-person interpretation requests for Commission meetings. The interpreters will use equipment the City owns, 1 Transmitter and 15 Receivers.

The City requires the aforementioned services to be provided with no interruption to the community. Services are expected to begin in January 2025. Upon award and execution of contract, the City and Consultant will work together to ensure a smooth transition and expectations for future meetings and events.

Required Services:

1. **Translation Services**

   a. Written translation of documents from English to Spanish include, but are not limited to:
      - City Council and Commission Agendas;
      - Letters or memos to residents;
      - Project documents, including reports with technical language;
      - Marketing materials, including workshop notices or community outreach event notices; and
      - Other related content.

2. In certain circumstances, Government Code may require translation of documents into six (6) or more languages (languages determined at time of request).

3. Proofreading and editing services to ensure quality and consistency.

4. The City requests a minimum three (3) day turnaround time for translation requests of documents. In cases of a larger document sizes, the City will work with Consultant on an agreed timeline.

5. Interpretation Services

a) Simultaneous and/or consecutive in-person interpretation for events include, but are not limited to:
- City Council Meetings;
- Commission Meetings;
- Town Hall Meetings on Transaction Tax, Homelessness, Landscaping Ordinances, etc.; and
- Community Outreach Events for the City's various project.

b) As needed, remote interpretation via Zoom webinars or other digital platforms.

c) Interpreters shall be qualified and experienced in interpreting for individuals, small to large groups, and large audiences; and able to attend all potential event locations.

6. Deliverables

The successful proposer will be expected to:

a) Deliver translations on time, adhering to agreed timelines.

b) Ensure that all translations and interpretations are accurate, culturally sensitive, and contextually appropriate.

c) Arrive on time and prepared for in-person interpretation meetings and events.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is one (1) year, with two (2) optional one-year extensions at the City's discretion.

SCHEDULE FOR SELECTION

RFP Available:	October 28, 2024
Deadline for submittal of Questions:	November 6, 2024
Response to Questions:	November 8, 2024
Deadline for submittal of Proposal:	November 19, 2024
Agreement Presented to Council for Review & Approval:	December 2, 2024

METHOD OF SELECTION AND NOTICES

The City will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Prospective Firms must submit one (1) digital copy of their proposal via email to cityclerk@sfcity.org, and the subject line of the email shall read, "City of San Fernando RFP – Language Services

2. Include a *Proposal Summary* Section

   This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Firm(s)* Section

   This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

   Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a *Qualifications of the Firm* Section

   This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

   In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

4. Include a *Project Staffing* Section

   In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

   In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

   In addition, include the costs for any other services that are considered optional additions.

AND

2025 Proposal

November 19, 2024

Proposal Summary

Page 1 Proposal Summary

Page 2-3 The Language Pros - Who are We?
- Mission Statement
- Our Core Values
- The Founders

Page 4-5 Our Qualifications
- Examples of Related Projects

Page 6-7 Work Plan

Page 8 Project Staffing

Page 9 Company Contact Information

Page 10 Rate Schedule
- Cancellation Policy

The Language Pros – Who Are We?

Our Mission Statement

To eliminate the linguistic barrier by providing meaningful language services to those that do not speak the same language while enabling them to establish fruitful relations and exchanges in today's culturally diverse market.

Our Core Values

At TLP, we strive to create a remarkable client experience that is reflected in the quality of the work we deliver. We are professional, reliable and responsive, as these are key to growing mutually successful business relationships. We are committed to every project we undertake, whether big or small, to help our clients effectively achieve their language objectives.

The Founders

The Language Pros was created in 2013 by Mark and Carla Huey. The husband-and-wife team, with more than 50 years of combined experience in corporate sales and the legal field, recognized the needs and challenges of companies that work in a competitive multilingual market. And so TLP was born. TLP serves as a bridge of understanding between languages and cultures by providing professional language services at reasonable costs without having to sacrifice quality. The ultimate goal is to deliver outstanding results that exceed our clients' expectations.

Mark is a native Californian with more than 25 years of corporate media sales and management experience stemming from an international business background. He graduated from San Diego State University with a Bachelor of Science in international business, with an emphasis in Latin American studies. Throughout his career, he has shown a passion for providing clients with an elevated level of service and strives to make every interaction a positive one by delivering solutions to any given problem. His experience includes working with well-respected advertising and PR firms for the Los Angeles Hispanic market, and his comfort in different languages and cultures is revealed when working with TLP clients. In addition, his fluency in the Spanish language has become an integral part of everyday life, whether communicating with clients or simply interacting with family and friends.

The Language Pros – Who Are We?

Carla, originally from Lima, Peru, came to the U.S. at age 21 and has lived in California ever since. Her native tongue is Spanish (aka "Castellano"), and she is 100% fluent in reading, writing, and speaking this language. From preschool through high school, Carla received formal bilingual instruction in English and Spanish. In 2007, she attained a Bachelor of Science in family and consumer sciences, with a minor in marketing, from California State University Northridge. In late 2009, she embarked on a one-year certificate program in Court Interpreting and received her California court certification as a Spanish interpreter in early 2011. Carla is personable, dedicated, and zealous at what she does. Her work ethic is second to none, and she is recognized by both clients and peers for being the true professional that she is. She has gained her reputation from the hard work and precision that she applies to every task she performs.

TLP's exceptional management team shares a deep understanding of the language services industry and prides itself on the attention to detail, accuracy, and client satisfaction they provide for every single project. Our clients know that every project we undertake is handled with the utmost care to achieve the best outcome.

Our Qualifications

TLP, based in Los Angeles, caters to local companies, agencies, legal professionals, and individuals in the private and public sectors. We know that no two clients are the same. We work expeditiously and efficiently to keep up with our clients' precise language demands. This results in top-notch services at reasonable prices.

While we are a small business, operated primarily by Mark and Carla Huey, when you work with us it feels like you are working with a much larger company. Our office has been located in the heart of downtown Los Angeles for the better part of a decade. We understand that language services are no longer a luxury but a necessity in this culturally diverse environment; thus, we offer cost-effective language solutions to fit budgetary constraints and fulfill our clients' needs while maintaining a high standard of quality.

Our client base is quite diverse. We provide both certified interpreting and translation services to a variety of businesses including but not limited to:

- Law Firms – Immigration and Civil
- Court Reporting Firms
- Doctors/Hospitals
- Various Cities in Southern California (City of Covina, City of La Cañada Flintridge, City of Fillmore)
- Metro Los Angeles
- Schools
- PR Firms / Creative Agencies

TLP has handled literally thousands of interpreting and translation assignments since our inception. Throughout the years we have established solid relationships with hundreds of the best interpreters/translators in the market and we continue to be their first choice to work with because of our high standard of ethics and attention to detail when it comes to assignments.

Examples of Related Projects

1. *Toole Design* – TLP has provided interpreters and equipment for several community meetings for this client in Santa Monica, Fresno and via Zoom since 2019.
   We have also provides numerous translations for this client for various city projects to date.
   a. Both Simultaneous and Consecutive Spanish interpreting was used at the events. Interpreters distributed headsets prior to each event start to individuals who needed the service and retrieved them at the end.
   b. Contact(s): Kristen Lohse (206) 297-1601 x304
      i. Malia Schilling – Planner (213) 257-8680 x759

2. *City of Fillmore* – Provided interpreters and equipment for a 3-hour public forum.
   a. Both Simultaneous and Consecutive Spanish interpreting was used at this forum. Interpreters distributed headsets prior to the event start to individuals who needed the service and retrieved them at the end.
   b. Contact(s): David Rowlands – City Manager (805) 524-1500
      i. Julie Latshaw – Administrative Assistant (805) 524-1500, ext. 234

3. *Westbound Communications* – Provided translations for numerous city projects for this client over the course of about 5 years. Cities include Orange, Riverside, San Bernardino and Long Beach.
   a. Translations included brochures, flyers, special notices, presentations, etc. for projects associated with the following clients: Riverside County Transportation Commission, San Bernardino County Superintendent of Schools, San Bernardino County Transportation Authority, Orange County Transit Authority, Port/City of Long Beach, etc.
   b. Contact(s): Dannella Pennington – Director (714) 663-8188
      i. Monica Lagos – Senior Account Executive (909) 384-8188

4. *Metro Los Angeles* – Provided both interpretation and translation services for this client between 2017-2020.
   a. Mandarin Interpretation at a Metro Public Relations department meeting for 17 government publicity officers. One Mandarin interpreter provided simultaneous interpreting for this 3-hour meeting. Equipment was provided.
   b. Contact(s): Steven Arellanes – Public Information Officer (323) 563-5138
      i. Xiomara Solis – Transportation Associate (213) 949-4985

Note: we do not disclose other clients' rates and budgets.

Work Plan

The Language Pros will provide the City of San Fernando with the following Interpreting and Translation services on an as-needed basis. We strive to make the process streamlined with every request.

1. TLP to provide On-Site Simultaneous and/or Consecutive Interpreting at City Council Meetings, Commission Meetings, Town Hall/Community Meetings and potential Zoom meetings.
    a. City to provide TLP with meeting dates at their earliest convenience so we are able to secure interpreters in a timely manner. While we typically ask for at least one week in advance notice, we are able to handle last minute requests as well.
    b. Two (2) interpreters will be required at all City Council Meetings, with a 3-hour time minimum for each interpreter. These interpreters are highly experienced working at these types of meetings and similar events, conferences, etc.
        i. We hand pick interpreters based on each client's needs to ensure the best outcome for each project. These interpreters are typically considered "conference" interpreters but at times we may also provide court and/or medically certified interpreters as they have a high level of experience and work these types of events as well.
    c. Interpreters will stay as long as needed at these meetings, as we understand they may run very long at times, so the City can release the interpreters at their discretion, based on the needs at each meeting.
    d. City to provide interpreting equipment for the interpreters to hand out to LEP individuals prior to meeting start to ensure minimal interruption during the meeting. Equipment should be checked by City on a regular basis to ensure it is in good working order with fresh batteries. TLP can always provide additional headsets/receivers in the event they are needed.
    Interpreters will typically arrive 10-15 minutes prior to the meeting start time to check and hand out equipment.
    e. For Commission Meetings lasting up to two (2) hours in length, one (1) interpreter can handle these meetings. If the City anticipates any meeting lasting more than two (2) hours in length, then an additional interpreter will be required.
    f. All City requests should be sent via email to ensure needs have been documented.

2. TLP to provide Certified Translations of agendas for City Council and Commission Meetings, as well as any other requested materials such as letters, memos, reports, and other related content.
    a. Translations will be completed by individuals certified in the language requested. We understand Spanish is the primary language that will be used however we do provide Certified translations in over 100 languages, so we are able to service requests for all other languages as well.
    b. Proofreading and editing is provided for every translation to ensure the highest level of accuracy.
    c. For turnaround times, we typically ask for three (3) day to complete most translations however it is usually based on the word count and subject matter. For the translation work we have been doing for the City meeting agendas, I believe the 2-3 day turnaround has been working well for both parties.
    d. All City requests should be sent via email to ensure needs have been documented.

Project Staffing

City's first Point of Contact when making any request:

Mark Huey (213) 212-9834
Email: mark@thelanguagepros.com
Handles day to day operations with scheduling

If for some reason an email has not been acknowledged within 24 hours, a follow-up phone call should be made with a Cc email to reception@thelanguagepros.com.

Secondary Point of Contact:

Carla Huey (213) 212-9835
Email: carla@thelinguista.com
Handles day to day operations with scheduling and invoicing

- Your above Points of Contact will ensure all requests are handled in a timely manner. Most all service requests will receive a same-day confirmation.
- All interpreting and translation requests from the City will be filled by the above Points of Contact and confirmed via email within 24 hours.
- Invoices are typically sent within 48 hours of completion for any given service.
  - TLP asks for a 30-day net payment on all invoices.

Company Contact Information

Company Address:
510 W. 6th Street, Suite 203
Los Angeles, CA 90014

Main Contact: Mark Huey

Email: mark@thelanguagepros.com

Phone number: (213) 212-9834

Secondary Contact: Carla Huey

Email: carla@thelinguista.com

Phone number: (213) 212-9835

Fax number: (213) 355-6644

Billing inquiries: billing@thelanguagepros.com

EIN#: 46-2646007

Alternate Contact email: reception@thelanguagepros.com

November 25, 2024

Proposed Rate Schedule
Interpreting & Translation Services

Type of Service	Rates
On-site Interpreting (City Council Meetings) English<>Spanish	$300 per interpreter (up to 2 hours)[1] Overtime[3]
On-site Interpreting (Commission Meetings) English<>Spanish	$300 per interpreter (up to 2 hours)[2] Overtime[3]
Certified Translations English>Spanish	$0.21 per word[4]

[1] All City Council Meetings will require two (2) interpreters and are billed at a 2-hour minimum.

[2] For Commission Meetings, a single interpreter may be used as long as the meeting does not last for more than 2 hours. If you anticipate any of these meetings lasting longer than two (2) hours, please let us know and we will reserve two (2) interpreters.

[3] After the 2-hour minimum has been reached, each interpreter will be billed at a rate of $150 per hour thereafter (billed in hourly increments). It is mandatory that two (2) interpreters are contracted for all City Council Meetings. The client reserves the right to release the interpreters at their discretion at any time during the meeting.

[4] A minimum fee of $85 will apply to all translation jobs.

Interpreting equipment available upon request. Quote to be sent separately based on client needs.

Cancelation Policy

A 24-hour cancellation policy applies (business days only) to all interpreting assignments. 100% of contracted fees will be applied if any interpreting assignment is cancelled in less than 24-hours of contracted job start day/time.



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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: September 2, 2025

Subject: Consideration to Adopt a Resolution Accepting the Department of Alcoholic Beverage Control Alcohol Policing Partnership Grant Funds to Support the San Fernando Police Department's Under-Age Alcohol Purchase Prevention Program, and Adopt a Resolution to Appropriate the Funds for Fiscal Year 2025-2026 Adopted Budget

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 8407 (Attachment "A") authorizing the City Manager to execute Standard Agreement No. 25-APP40 (Exhibit "A" to Attachment "A" – Contract No. 2423), accepting Department of Alcoholic Beverage Control (ABC) Alcohol Policing Partnership (APP) Grant Funds in the amount of $75,000, to support the San Fernando Police Department's under-age alcohol purchase prevention program aimed to reduce underage drinking, reduce youth access to alcoholic beverages through the education of alcohol licensees, and enforcement intervention; and

b. Adopt Resolution No. 8408 (Attachment "B") amending the budget for Fiscal Year (FY) 2025-2026 to appropriate the grant revenues and expenses.

BACKGROUND:

1. Since 2005, the San Fernando Police Department (SFPD) has received grant funding from the Department of Alcoholic Beverage Control (ABC) for an Under-Age Alcohol Purchase Prevention Program.

2. On September 16, 2024, the City Council accepted $60,000 in ABC Grant funds to support SFPD's Under-Age Alcohol Purchase Prevention Program, which focused on reducing underage drinking and limiting youth access to alcohol through licensee education and enforcement operations.

3. In February 2025, SFPD received notification from the Department of Alcoholic Beverage Control of the Request for Proposals (RFP) for the 2025-2026 Alcohol Policing Partnership (APP) Program.

4. On April 1, 2025, SFPD prepared and submitted a grant application requesting $97,224, pending City Council review and approval on April 7, 2025.

5. On April 7, 2025, the City Council authorized the submittal of a grant application to the Department of Alcoholic Beverage Control in an amount up to $100,000 to support the SFPD's Under-Age Alcohol Purchase Prevention Program.

6. On June 4, 2025, SFPD received a notice of funding award from ABC in the amount of $75,000 for the Under-Age Alcohol Purchase Prevention Program (Attachment "C")

ANALYSIS:

The California Department of ABC, established in 1955, is a state governmental agency responsible for regulating the manufacturing, distribution, and sale of alcoholic beverages. As an independent department within the executive branch of the state government, ABC oversees licensing, education, and enforcement services. Since 1995, ABC has been working in partnership with cities and counties through the APP Program, aiming to address challenges related to problematic alcohol outlets by developing strategies in conjunction with local law enforcement agencies.

ABC's funding priorities focus on several programs aimed at preventing alcohol-related crimes through education and enforcement. Its prevention efforts include:

1. Informed Merchants Preventing Alcohol Related Crime Tendencies (IMPACT) Program - educates licensees (retailers/vendors) on reducing alcohol-related crime by fostering cooperation with law enforcement and ensuring compliance with alcohol sale laws.

2. License Education of Alcohol and Drugs (LEAD) Program - offers free, voluntary training for retail licensees, managers, and employees to promote responsible alcohol service.

3. Minor Decoy Program and the Shoulder Tap Program involve law enforcement using underage decoys to detect illegal alcohol sales to minors and adults who furnish alcohol to minors.

4. Retail Operating Standards Task Force (ROSTF) - addresses public nuisance issues related to alcohol sales.

5. Target Responsibility for Alcohol Connected Emergencies (TRACE) Program - investigates alcohol-related incidents involving minors that result in serious injury or death.

6. Trap Door initiative focuses on detecting minors attempting to use false identifications (IDs) to purchase alcohol or enter licensed premises. Each program plays a role in promoting alcohol law compliance and public safety.

Per City Council authorization, SFPD submitted an application for the following 2025-2026 efforts and activities:

1) Two (2) LEAD Trainings
2) Five (5) Minor Decoy Operations
3) Five (5) Shoulder Tap Operations
4) Six (6) IMPACT Inspection Operations
5) One (1)Neighborhood Watch presentation on ABC-related topics
6) One (1) Business Watch presentation on ABC-related topics
7) Three (3) Press Releases
8) Attendance at one (1) ABC Grant Conference
9) TRACE utilization, if needed
10) One (1) ABC Booth at National Night Out

The operation period of the grant is July 1, 2025 through June 30, 2026. The ABC Grant will fund overtime for these activities, provide "buy money" for the Minor Decoy and Shoulder Tap Operations, and cover travel expenses for two (2) detectives to attend the ABC Conference. Upon acceptance of the 2025-2026 grant funds, the City will issue the first of three (3) press releases and begin scheduling the approved activities.

BUDGET IMPACT:

The ABC APP grant funds will reimburse the City for the costs associated with approved grant activities. To receive and administer these funds, SFPD must enter into an agreement with the California Department of Alcoholic Beverage Control. Adoption of the attached resolution is required to amend the Fiscal Year 2025-2026 Adopted Budget to include the grant revenues (Account No. 110-3694-3754) and expenditures (Account No. 110-220-3754-Various).

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 8407 authorizing the City Manager to execute Standard Agreement No. 25-APP40 (Exhibit "A" to Attachment "A" – Contract No. 2423), accepting ABC APP Grant Funds in the amount of $75,000, to support SFPD's under-age alcohol purchase prevention program aimed to reduce underage drinking, reduce youth access to alcoholic beverages through the education of alcohol licensees, and enforcement intervention; and adopt a Resolution amending the budget for FY 2025-2026 to appropriate the grant revenues and expenses.

ATTACHMENT(S):

A. Resolution No. 8407, including:
   Exhibit "A": Contract No. 2423
B. Resolution No. 8408
C. Award Letter

ATTACHMENT "A"

RESOLUTION NO. 8407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE STANDARD AGREEMENT NO. 25-APP40 ACCEPTING DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL ALCOHOL POLICING PARTNERSHIP GRANT FUNDS

WHEREAS, the City Council of the City of San Fernando desires to undertake a certain project designated as 2025-2026 Alcohol Policing Partnership Program to be funded in part from funds made available through the Alcohol Policing Partnership (APP) Program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Manager is authorized to execute, on behalf of the City Council, the attached Standard Agreement No. 25-APP40 (Exhibit "A" – Contract No. 2423), including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

SECTION 2. It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

SECTION 3. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 4. This award is not subject to local hiring freezes.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 2nd day of September, 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8407

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8407, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of September, 2025.

Julia Fritz, City Clerk

SCO ID: 2100-25APP40

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-APP40	ABC-2100

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

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of San Fernando through the San Fernando Police Department

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$ 75,000.00 Seventy five thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ -	Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of San Fernando through the San Fernando Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
910 First Street	San Fernando	CA	91340

PRINTED NAME OF PERSON SIGNING	TITLE
Kanika Kith	Interim City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive, Suite 100	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

ATTACHMENT "B"

RESOLUTION NO. 8408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 ADOPTED ON JUNE 30, 2025, ALLOCATING DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL ALCOHOL POLICING PARTNERSHIP PROGRAM GRANT FUNDS 2025-2026 TO SUPPORT THE POLICE DEPARTMENT'S UNDER-AGE ALCOHOL PURCHASE PREVENTION PROGRAM

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2025-2026, commencing July 1, 2025, and ending June 30, 2026; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to support the Police Department's Under-Age Alcohol Purchase Prevention Program aimed to reduce underage drinking, reduce youth access to alcoholic beverages through the education of alcohol licensees, and enforcement intervention; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2025 and ending June 30, 2026, a copy of which is on file in the City Clerk's Office, was adopted on June 30, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The following adjustments are made to the City Budget:

ALLOCATION OF DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) ALCOHOL POLICING PARTNERSHIP PROGRAM GRANT FUNDS

Increase in Revenues		$ 75,000
Account No.	110-3696-3754	
Increase in Expenditures		$ 75,000
Account No.	110-220-3754-4105	$ 71,688
	110-220-3754-4360	$ 2,812
	110-220-3754-4300	$ 500

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 2nd day of September, 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8408

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8408, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of September, 2025.

Julia Fritz, City Clerk

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

June 2, 2025

Chief Fabian Valdez
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Dear Chief Fabian Valdez:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive a 2025/2026 Alcohol Policing Partnership (APP) grant. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant agreement will be forthcoming in the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. ***Due to the fact that these resolutions typically have to be on your governing body's calendar, we ask that you do so as soon as possible.***

We will be hosting a two and half day training conference beginning at 8:30 am on July 15, 2025 and ending at approximately 12:00 pm on July 17, 2025. This conference offers valuable training in alcohol enforcement and serves as an excellent opportunity for the representatives from your agency to meet our ABC staff and share information with other law enforcement agencies from across the State.

This year the conference will be held at the Embassy Suites Anaheim South, 11767 Harbor Blvd., Garden Grove, CA 92840. The conference will accommodate up to two sworn attendees from each agency. It is recommended that your sworn Project Director and an officer/deputy assigned to the grant program attend. There is a $325 registration fee per person to attend the conference. This fee is reimbursable through the grant.

Enclosed is the conference registration form to be filled out and returned by **June 14, 2025**.

A block of rooms at a special conference rate of $189 plus tax/fees has been reserved for grant agency participants.[1] **Please note that all attendees must make**

[1] Based on State regulations we are unable to reimburse agencies that are within a 50 mile radius form the Embassy Suites Anaheim South. The distance is based on the agency's physical headquarters address. Agency(s) that fall in this category are: **Buena Park PD, Downey PD, Fontana PD, Fullerton PD, Huntington Park PD, Inglewood PD, Long Beach PD, Los Angeles PD, Ontario PD, Orange CO, Riverside PD, Upland PD/Claremont PD and Westminster PD**. Travel reimbursable costs for the aforementioned agency(s) will be limited to the registration fee only.

reservations by the hotel deadline of June 14, 2025, to guarantee the special room rate or availability**.**

Space at the hotel is limited and late registrants will have to find their own accommodations.

Participants can go to the following website to make reservations. https://www.hilton.com/en/attend-my-event/laxgdes-926-94195dc8-5c1b-403b-a075-e851ce54ec88/

Due to the short time frame for registering at the hotel, your prompt attention is appreciated. The special room rate will only be available until **June 14, 2025**, or until the group block is sold out, whichever comes first.

If you have any questions, please email Kristine Okino, Grant Coordinator at Kristine.okino@abc.ca.gov.

Sincerely,

Francisco (Frank) J. Robles
Chief Deputy Director

Enclosure

Cc: Det. Jorge Cervantes, Project Director

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Wendell Johnson, Director of Public Works

Date: September 2, 2025

Subject: Consideration to Award a Professional Services Agreement to Civiltec Engineering Inc. for Engineering Design Services of Well 2A Nitrate Treatment System

RECOMMENDATION:

It is recommended that the City Council:

a. Award a Professional Services Agreement to Civiltec Engineering Inc. (Attachment "A" – Contract No. 2424) in amount not to exceed $378,390, to provide Professional Engineering Design Services for the Development of a new Well 2A Nitrate Treatment System;

b. Authorize the City Manager to approve a contingency up to an amount not to exceed 15% of the contract price for any unforeseen conditions or change in work related to the contract; and

c. Authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement.

BACKGROUND:

1. On March 20, 2023, the City Council approved acceptance of an appropriation of $7,000,000 from then California State Senator Bob Hertzberg for the installation of a new nitrate treatment system on Well 2A.

2. On May 15, 2025, the City published a Request for Proposal (RFP) for Professional Engineering Design Services for Well 2A Nitrate Treatment System Project (Exhibit "A" to Attachment "A").

3. On May 27, 2025, staff conducted a meeting with interested consultants to discuss the projects goals and objectives. Civiltec Engineering Inc. was the only consultant to participate in the meeting.

4. On July 24, 2025, one (1) proposal was received from Civiltec Engineering Inc. on the posted due date for RFP for Well 2A Nitrate Treatment System Professional Engineering Services (Exhibit "B" to Attachment "A").

5. On July 29, 2025, staff interviewed Civiltec Engineering Inc.

ANALYSIS:

Maintaining and upgrading the City of San Fernando's groundwater wells is critical to providing a safe, reliable, and sustainable water supply for residents and businesses. The City relies heavily on its four (4) active wells—Well 2A, Well 3, Well 4A, and Well 7A—which collectively meet system demand and currently keep nitrate levels within drinking water standards. Of these, Well 2A is the most critical, producing over 2,000 gpm (gallons per minute) and serving as a cornerstone of the City's potable water supply.

The City secured a $7 million State Water Board grant to construct a Nitrate Water Treatment System at Well 2A. While this funding has advanced design and treatment planning, additional resources are needed to complete the following projects:

1. Urgent repair of the existing well (Agenda Item No. 12, this meeting).

2. Design for a new Nitrate Treatment System and expansion of the existing building to house the well and treatment system (Agenda Item No. 7, this meeting).

3. Installation of a new Nitrate Removal Treatment System (Agenda Item No. 8, this meeting).

4. Construction for the building expansion, once design is complete (future Council action).

5. Installation of security measures (cameras, lighting, wall, etc.) at the water sites (future Council action).

<u>Scope of Work (SOW)</u>
The project will design and implement a 2,000 gpm Envirogen SimPack Ion Exchange Treatment System at Well 2A to reduce nitrate levels and deliver treated water into the City's system. Work includes:

- Expansion of the existing well building to house the system.
- Noise and aesthetic mitigation.
- Pumping equipment upgrades with variable frequency drives.
- Motor Control Center, electrical, HVAC, and software upgrades.
- Installation of a stand-alone emergency generator.

Consultant Selection.
Civiltec Engineering Inc. was the sole bidder ($378,390). Staff interviewed key personnel from Civiltec Engineering Inc. to provide the firm an opportunity to further explain their roles with the project, which proved to be satisfactory for this project. Based on the RFP submitted and interview conducted with the consultant, staff is recommending awarding a contract to Civiltec Engineering Inc. for the SOW as described in the RFP and in this report. The SOW includes services as described in the City's RFP (Exhibit "A" to Attachment "A") and in the firm's proposal (Exhibit "B" to Attachment "A"). The proposal submitted by the firm meets all of the RFP criteria: Completeness and Comprehensiveness, Responsiveness to City's issues, Potential to benefit the City, Experience of the firm providing similar services to other municipalities, Cost effectiveness, and Quality of proposed staff.

Schedule.
- Civiltec will deliver plans and specs within three (3) months for permitting.
- Construction bidding will follow permit approvals.
- Construction is anticipated to begin December 2025 and finish by March 2026.
- State approval to operate is expected by July 2026.

Award of this contract will allow the City to reestablish the full operation of the City's Water Source of Supply System. It will improve resiliency, sustainability, and reliability. It will help meet and exceed state and federal drinking water standards for the health and safety of the community of San Fernando.

BUDGET IMPACT:

Funds for the Professional Engineering Design Services for Well 2A Nitrate Treatment System qualify for reimbursement from a Department of Water Resources funded grant of $7 million grant and originally appropriated in Fiscal 2023-2024. The funding was approved with allowable expenses ranging from dates January 1, 2020 – March 30, 2026. Due to the fact that City invested in Well 3 and Well 7 Treatment plants initially, this step impacted the timeline in getting this project off the ground.

In March 2024, the City received an operating permit from the State Drinking Water Division for Wells 3 and 7. As a result, City staff began working on the Well 2A Treatment Plant project. In effort to fully utilize the funding, staff recommends approval to Award a Professional Services Agreement to Civiltec Engineering Inc. (Attachment "A" – Contract No. 2424) in amount not to exceed $378,390 to provide Professional Engineering Design Services for the Development of a new Well 2A Nitrate Treatment System.; and Authorize the City Manager authority to incur expenditures in excess of the contract price for any unforeseen related to the contract up to an amount not exceeding 15% of the Contract Price for a total not to exceed $435,149.

Additional details regarding the proposed funding sources and uses are outlined below:

SOURCES		
Fund	**Account Number**	**Allocation**
State Water Board Grant	010-3683-0857	$ 7,000,000
"**Total Sources:**		**$ $7,000,000**

USES		
Activity	**Account Number**	**Allocation**
Urgent Repair of Well 2A	010-385-0857-4600	$ 641,558
Installation of a New Nitrate Removal Treatment System	010-385-0857-4600	$2,600,00
Design for a new Nitrate Treatment System *(Base Price & Contingency)*	010-385-0857-4600	$435,149
Subtotal: Proposed Uses Pending City Council Approval:		*$3,676,707*
Remaining Balance Available for Use Towards Future Projects: • Construction for the Building Expansion • Installation of Well Site Security		• *$3,323,293*
Total Uses:		**$ $7,000,000**

CONCLUSION:

Staff recommends the City Council award an Professional Services Agreement to Civiltec Engineering Inc. (Attachment "A" – Contract No. 2424) in amount not to exceed $378,390, to provide Professional Engineering Design Services for the Development of a new Well 2A Nitrate Treatment System; authorize the City Manager to approve a contingency up to an amount not to exceed 15% of the contract price for any unforeseen conditions or change in work related to the contract; and authorize the City Manager, or designee, to make non-substantive changes and execute the Agreement.

ATTACHMENTS:

A. Contract No. 2424, including:
   Exhibit "A": City RFP
   Exhibit "B": Civiltec Engineering Proposal

ATTACHMENT "A"
CONTRACT NO. 2424

2025
PROFESSIONAL SERVICES AGREEMENT
(Parties: Civiltec Engineering Inc. and City of San Fernando)
(Engagement: Engineering Services for Well 2A Nitrate Treatment System)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2nd day of September, 2025 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CIVILTEC ENGINEERING INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires the development of Engineering Services for Well 2A Nitrate Treatment Plant ; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such tasks and services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 2, 2025, under Agenda Item No. 8; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the tasks and services described in that certain Request for Proposals of CITY entitled "CITY OF SAN FERNANDO REQUEST FOR PROPOSALS FOR WELL 2A NITRATE TREATMENT SYSTEM" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "PROPOSAL FOR THE CITY OF SAN FERNANDO ENGINEERING SERVICES FOR THE WELL 2A NITRATE TREATMENT SYSTEM PROJECT" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"**, respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions

of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Work; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.

D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.

F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the "FEE SCHEDULE" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, may not exceed the aggregate sum of **FOUR HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED FOURTY EIGHT DOLLARS AND FIFTY CENT ($435,148.50)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work are completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore,

CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Wendell Johnson, Director of Public Works, (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates David Song to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or Consultant Representative's designee will supervise and direct the performance of the Work, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF WORK; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

A. CONSULTANT will perform all Work skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq*.) CONSULTANT shall be liable for all violations of such laws and regulations in connection CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Work under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Chris Stone, Project Manager.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services and tasks does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.12 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before commencing the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

E. Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include

protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates**

of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. Before commencing the Work, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the " City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the following Events of Defaults within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure

the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
Civiltec Engineering Inc	City of San Fernando
440 N Mountain Avenue	Public Works Department
Suite 210	117 Macneil Street
Upland, CA 91786	Attn: Wendell Johnson, Director of Public Works
Attn: David H. Song	Phone: 818-898-1237
Phone: 909-296-4457	

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date for completing the Work may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services and tasks for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The CITY Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

By: _____
Kanika Kith, Interim City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

CIVILTEC ENGINEERING INC.

By: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT – PROJECT NO. 7630

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **11:00** a.m. on **June 12, 2025**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

REQUEST FOR PROPOSALS

The Public Works Department is requesting proposals for:

ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT – PROJECT NO. 7630

RELEASE DATE: May 15, 2025

RESPONSE DUE: June 12, 2025

GENERAL INFORMATION

The City of San Fernando is requesting proposals from qualified, interested firms to provide professional services provide Engineering Design Services for Well No. 2A Blending Project for Nitrate Treatment. The purpose of this Project is to blend, inline, Nitrate impacted Well No. 2A source water with treated water from the City's Ion Exchange Nitrate Treatment Plants No. 1 and 2 to control Nitrate contaminant levels. The key elements of the project include the constructing new water ductile iron pipe (DIP) mains to route the groundwater supply of the Well No. 2A to blend with the treated plant effluent prior to the delivery to the onsite reservoirs.

Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction. The design will also include the construction of the piping, flow control valves at the treatment plant site for blending and delivery to the Lower Reservoirs 2A and 5. As part of the Project, the existing Well No. 2A pumping equipment will be upgraded. The Consultant shall also assist in required permitting and environmental documents.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 150 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2023-2024 of $51.7 million, which includes a General Fund budget of $26.2 million. The City seeks to provide outstanding public services to its citizens and local businesses with long-term fiscal stability in mind.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced contractors.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

A pre-proposal meeting will be held on **Tuesday, May 27, 2025, at 10:00 AM**, at City of San Fernando Operation Center, 120 Macneil Street, San Fernando, CA 91340 to discuss the work. A site visit to job sites will occur following the meeting.

Please direct any questions regarding this RFP to Alex Mendez, via e-mail at amendez@sfcity.org. Questions must be received by 5:30 p.m. on **Friday, May 30, 2025**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, June 4, 2025**.

C. Submission of Proposals

If your firm would like to be considered, please submit the information requested in this RFP not later than **11:00** a.m. on **June 12, 2025**. The following shall be included:

Scope of Work
Letter Proposal Requirements
Non-Collusion Affidavit (Attachment "A")
Fee Schedule

Submit six (6) copies of the proposals marked "Well No. 2A Blending Project for Nitrate Treatment – Project No. 7630 to:

City Clerk's Office
Attn: Wendell Johnson, P.E. Director of Public Works City of San Fernando
117 Macneil Street
San Fernando, CA 91340

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1) Make the selection based on its sole discretion;
2) Selection is based on best value
3) Reject any and all proposals without prejudice;
4) Issue subsequent Requests for Proposal;
5) Postpone opening for its own convenience;
6) Remedy technical errors in the Request of Proposal process;
7) Approve or disapprove the use of particular sub-contractors;
8) Negotiate with any, all, or none of the prospective firms;
9) Solicit best and final offers from all or some of the prospective firms;
10) Accept other than the lowest offer; and/or

11) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form Professional Services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICES

I. PURPOSE

The City of San Fernando (City) is soliciting proposals from qualified Consultants to provide Engineering Design Services for Well No. 2A Blending Project for Nitrate Treatment – City Project No. 7630 (Project).

The purpose of this Project is to blend, inline, Nitrate impacted Well No. 2A source water with treated water from the City's Ion Exchange Nitrate Treatment Plants No. 1 and 2 for the reduction of overall Nitrate levels delivered to the distribution system. Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction.

II. PROJECT SCHEDULE

The City plans to complete the design and prepare construction documents by August 2025. It is anticipated that the construction will be completed in the two phases for separate bidding, although the blended system shall be operational with the completion of Phase 1:

a. Phase 1: Construct transmission mains in the streets, including the main from Well No. 2A to the reservoir site and a new main segment in Dronfield Avenue dedicated for Well No. 7A.
b. Phase 2: Key upgrades to Well No. 2A pumping equipment, electrical upgrades, flow control piping, and necessary valving for blending.

III. BACKGROUND

The City of San Fernando (City) is located in the San Fernando Valley northwest of downtown Los Angeles and is bounded on all sides by the City of Los Angeles (see Water System Map). The City's total area is 1,550 acres or 2.42 square miles overlies both the San Fernando and Sylmar

groundwater basins. The City's water system serves a population of 23,946. The water service area comprises the entire City limits and serves all of the City's residents. The City is primarily a residential community but also has a mixture of commercial, industrial, and landscape water users.

The City supplies water to 5,350 customers through distribution mains. The water system consists of two pressure zones (Upper and Lower) that provide modified pressure to customers. The City water system extract groundwater from Sylmar Groundwater Basin as the primary source and delivers treated water to the local distribution system. The City water system also

can receive imported water from the Metropolitan Water District of Southern California (MWD) in case necessary to meet the demand if groundwater supply is not available. In addition, there are two inter-ties with the City of Los Angeles Department of Water and Power (LADWP) distribution system to meet local emergencies.

As described in the next sections, the City water system has two Ion Exchange (IX) water treatment plants (Plant No. 1 and No. 2) for Nitrate removal. There are three onsite Sodium Hypochlorite Generation Units for disinfecting the groundwater produced. The two booster pump stations (Arroyo and Hubbard) in the distribution system to transmit potable water from the Lower to the Upper pressure zones. The water received from MWD service connection is passed through a booster pump station to raise delivery pressure to feed the Lower Reservoirs 2A and 5.

IV. WATER SYSTEM DESCRIPTION

1. GROUND WATER WELLS

The City currently has four active wells (Well Nos. 2A, 4A, 3, and 7A) for groundwater extraction. The total capacity of the four wells provides the City the capability of extracting groundwater at an approximate rate of 4,050 gallons per minute (gpm). All of the City's groundwater wells are located in the Sylmar Groundwater Basin.

Summary of Well Sites:

1. Well No. 2A, 14060 Sayre Street, Sylmar, CA, 91342
2. Well No. 3, 13003 Borden Avenue, Sylmar, CA, 91342
3. Well No. 4A, 12900 Dronfield Avenue, Sylmar, CA, 91342
4. Well No. 7A, 13180 Dronfield Avenue, Sylmar, CA, 91342

	Well No. 2A	Well No. 3	Well No. 4A	Well No. 7A
Ground Elevation (ft.)	1223.5	1237.2	1247.1	1281.3
Static Level (ft.)	170	182	227	229
Pumping Levels (ft.)	185	195	328	273
Pumping Rate (gpm)	1,968	1,210	350	734
Average Nitrate (as N) Levels mg/L)	9	8.5	4.3	11

The ground elevation at the IX Treatment Plant is approximately 1,261' mean sea level (MSL). Historical data shown above may vary with time.

2. WATER STORAGE RESERVOIRS

The water system has four storage reservoirs. Reservoirs 2A and 5 feed the lower pressure zone; and 3A and 4A feed the upper pressure zone. All reservoirs feed the distribution systems through gravity flow.

The reservoirs are located in the City of Sylmar, adjacent, but outside the San Fernando City limits:

1) Reservoirs 2A and 5 (Lower Reservoirs) are at 12900 Dronfield Avenue, Sylmar CA 91342. Reservoir 2A is a concrete structure; partially underground, and has a capacity of 3 MG. Reservoir 5, also a concrete structure; partially underground, and has a capacity of 2.4 MG.

2) Reservoirs, 3A and 4A (Upper Reservoirs) are located at 13655 Foothill Boulevard, Sylmar, CA 91342. Reservoir 3A is a concrete structure; partially underground with a capacity of 2.5 MG. Reservoir 4A is also a concrete structure; partially underground with a capacity of 1.1 MG. Reservoirs 3A and 4A receive water from the lower zone through Hubbard and Arroyo Booster pump stations.

The total reservoir storage capacity of the system is 9 MG.

3. HUBBARD AND ARROYO BOOSTER PUMP STATIONS

The main function of Hubbard Booster Pump Station is to deliver stored water from the Lower zone to the Upper zone. Arroyo Booster Pump Station delivers water from the Lower Zone to Upper Zone distribution system.

Hubbard Booster Pump Station - 13775 Hubbard Avenue, Sylmar, CA 91342

Arroyo Booster Pump Station - 573 Glenoaks Boulevard, San Fernando, CA 91340

4. SIMPACK ION EXCHANGE (IX) NITRATE TREATMENT SYSTEM

The City water system has two IX water treatment plants (Plant No. 1 and No. 2) for Nitrate removal. They are located are at 12900 Dronfield Avenue, Sylmar CA 91342. Both plants are located at the Lower Reservoir site. Plant No. 1 has been in service since 2017, and Plant No. 2 was commissioned in 2023. The two treatment systems consists of self-contained units, and can operate independently or together. Each unit has an approximate flow rate of 1,000 gpm for a total flow of 2,000 gpm.

During normal operation, the combined flow of groundwater extracted from Wells No. 3, and 7A are treated at the two treatment plants. While the supplies from Well No. 2A pump directly to the system after disinfection.

5. CLORTEC ONSITE SODIUM HYPOCHLORITE GENERATION UNITS

The primary disinfectant used is free chlorine with Sodium Hypochlorite (NaOCL) generated onsite. Disinfection of treated water is done through onsite "ClorTec" Sodium Hypochlorite generation units. There are three ClorTec units in the system: 1) two units at Lower Reservoir site for the treatment plant and the Well No. 4A, and one unit at Well No. 2A site. The unit produces 0.80% NaOCL which is stored in the tanks with storage capacity up to 3,200 gallons (Well No. 2A – 1,400 gallons, IX Treatment Plant(s) – 1,700 gallons, and Well No. 4A – 100 gallons). The ClorTec units at each location produce Sodium Hypochlorite on-site using delivered sodium chloride and softened water.

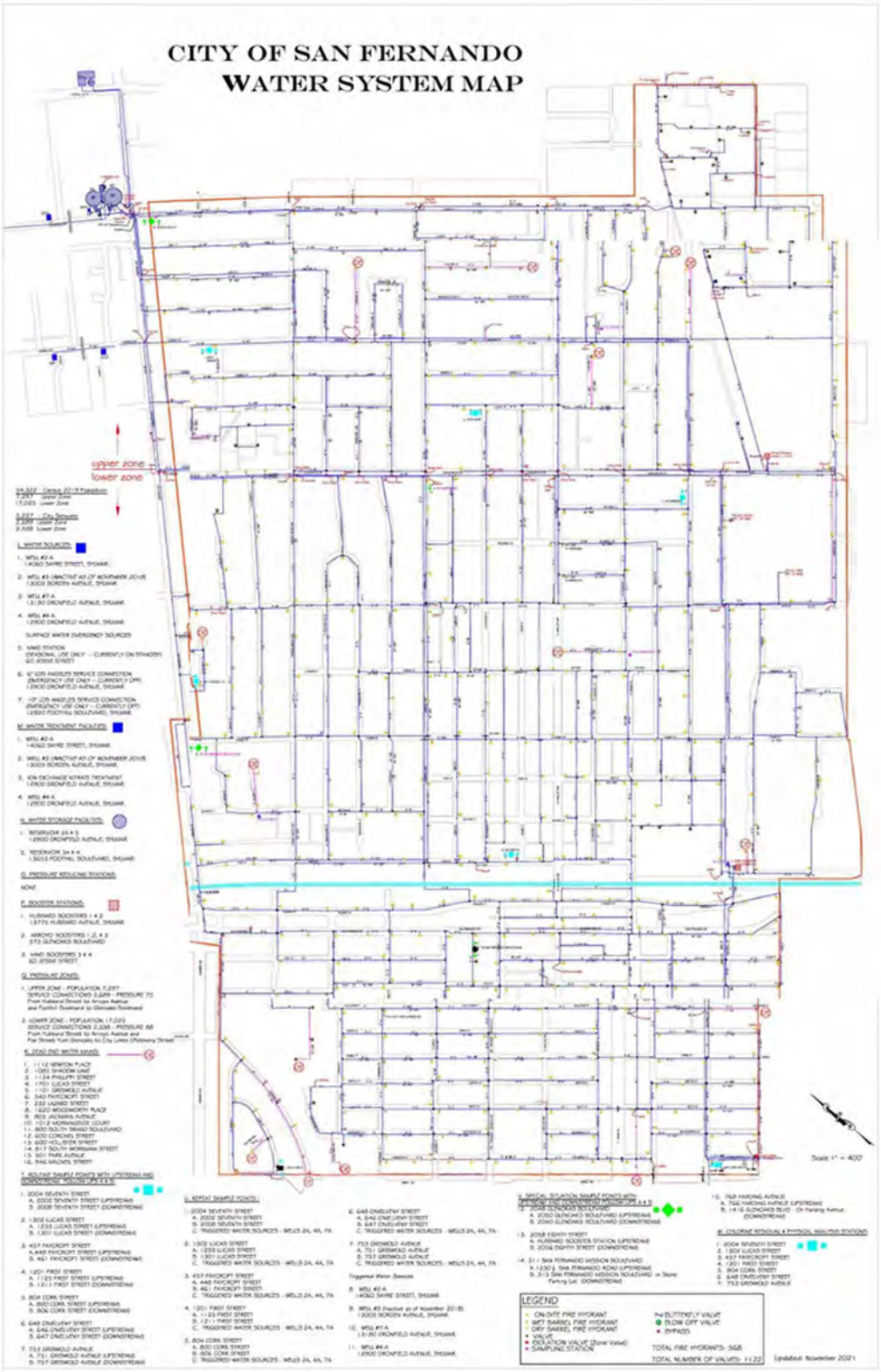
6. WELL COLLECTION SYSTEM

The groundwater collection mains deliver the discharges from the Well No. 3 and 7A to the Lower Reservoir site for Nitrate treatment (see Plant Flow Schematic). The groundwater flow passes through a pressure sustaining Cla valve located inside a vault in the sidewalk outside of the treatment plant property. As shown above in the Summary of Wells, Well No. 7A is at a higher elevation compared to the treatment plant. The pressure sustaining valve maintains upstream water pressure in the collection mains when the wells are not in operation. When the main pressure drops below 55 psi after Well No. 7A is shutdown, Cla valve closes to stop flow. This would the prevent feeder main from Well No. 7A from draining into the plants when the wells are not in operation and prevent any potential for bacterial contamination in the supply lines.

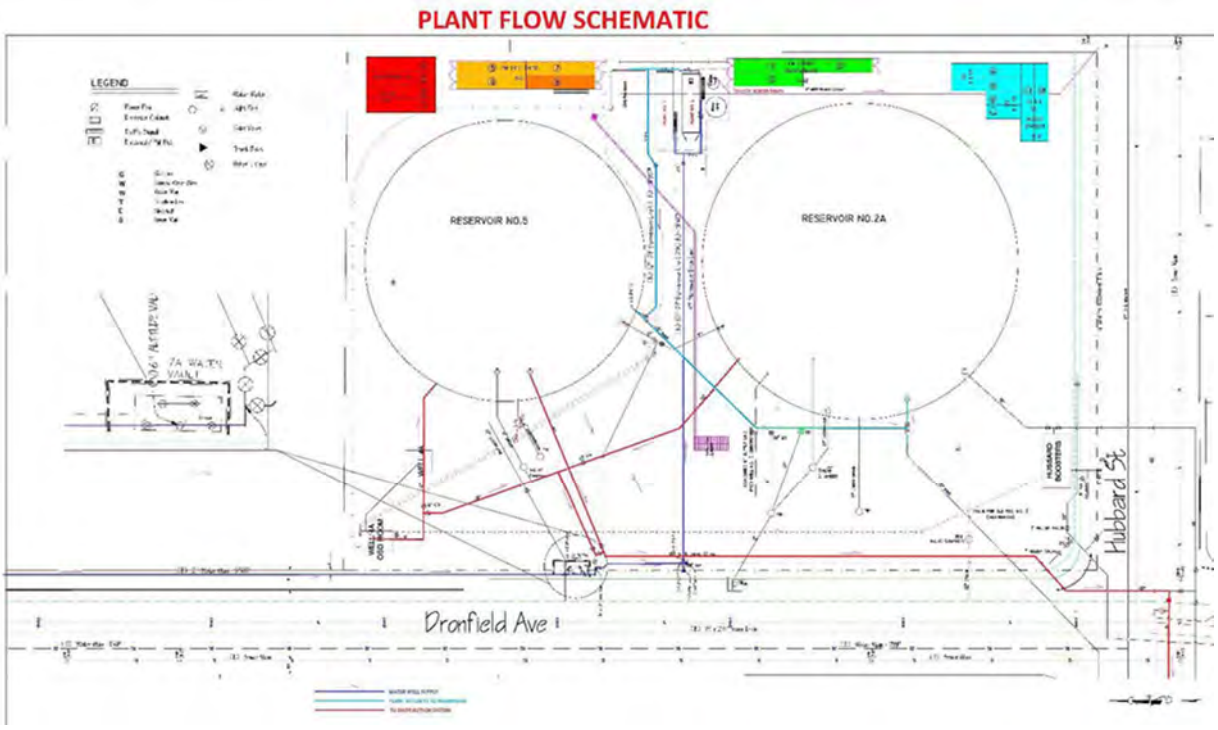
Well No. 2A at present pumps directly into the distribution system during normal operation. If necessary, the flow can also be routed to the Nitrate Treatment Plants through valve operation. The Nitrate levels of the Well No. 2A is monitored continuously at the well heads through onsite Nitrate analyzers. The results are reported to the water system operation through the Supervisory Control and Data Acquisition (SCADA) System.

Well No. 4A, located at the reservoir site, that has not been impacted by the presence of high Nitrate levels currently discharges directly into the Lower Reservoirs.

City of San Fernando – Engineering Design Services For Well No. 2a Blending Project For Nitrate Treatment – Project No. 7630



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V. PROJECT GOALS AND BENEFITS

Well No. 2A is one of the primary supply wells of the water system with the highest yield. In the recent past the Nitrate levels of Well No. 2A has been fluctuating and nearing the maximum Contaminant Level (MCL) of 10 mg/L (as Nitrate) that has been a concern. If the Nitrate levels exceed the MCL, the City can no longer be able to use Well No. 2A to feed the water system. This could create a supply shortage during high demand periods.

In order to achieve Nitrate goals for Well No. 2A, the City considered two alternatives: 1) blending system and/or 2) constructing a new treatment plant. After taking into account overall technical, environmental, and budgetary aspects of the two alternatives, the City decided that the blending will be the most desirable option:

Disadvantages of constructing a new Nitrate Treatment Plant

- There is no adequate space at Well 2A site for a new IX Treatment Plant
- Aesthetic/noise and environmental issues in the residential neighborhood
- No local sewer lines for waste discharge at Well No. 2A site
- Difficulty in maintaining and costs related to an additional operation

unit General Benefits of a Blending System

- Blending will provide uniform levels of Nitrate throughout the system
- Eliminate the need for a third treatment to reduce capital and O&M costs
- Improve water quality overall reliability of the supply
- Centralize the water treatment system at the Lower Reservoir site. This would allow for better control, and means to expand the treatment system for future water quality compliance
- City has already informed the Division of Drinking Water on the intention of blending

Water Quality Goals of the Project

- Current Nitrate level of Well No. 2A is in the range of 8 – 9.1 mg/L (as N)
- Nitrate levels of IX Treatment Plant(s) effluent is below 4.5 mg/L (as N)
- Blended water Nitrate levels to be under 7 mg/L

VI. SCOPE OF WORK

The key elements of the project scope include the design of new water ductile iron pipe (DIP) mains ranging from 12 inch to 18 inch to blend the ground water supply from the Well No. 2A with the Ion Exchange Treatment Plant effluent prior to the delivery to the reservoirs. The design will also include the construction of the piping, flow control valves at the treatment plant for blending and delivery to the Lower Reservoirs 2A and 5. A segment of pipeline The proposed

12-inch water main in Dronfield Avenue will run parallel and adjacent to the Wilson Canyon Drainage Channel that runs along the street center line. The new main is to be located adjacent to the existing 12-inch main in Dronfield Avenue and may require a short channel crossing. As part of the Project, Well No. 2A pumping equipment will be converted to variable frequency drives. This may require upgrades existing electrical panels, pump motor units, SCADA, and HVAC at Well No. 2A site. Installing a second feed pump for brine tank salt delivery system of both treatment plants is also proposed to improve reliability of the treatment system.

General Description of Components

- 18-Inch main will be constructed from Well No. 2A to connect to MWD feeder in Hubbard Street to deliver Well 2A supply to the IX plant site directly.
- IX plant effluents and Well No. 2A supply will be blended prior to delivery into Lower Reservoirs.
- The supplies from each well site to the plant site will be through independent mains to eliminate the issues such as Well No. 7A at a higher elevation forcing water towards Well No. 3. Also, there will be a better control of flow and pressure through control valves.
- Repiping and valving will be done at the reservoir site for blending and to control flow.
- A permanent waste line will be constructed to divert plant effluents to storm drains. Currently, this is done through temporary removable piping.
- The Nitrate and disinfectant levels will be monitored in blended water prior to delivery into the storage reservoirs. Installation of miscellaneous sampling points and continuous Nitrate/Chlorine analyzers will be necessary. The monitoring equipment will be integrated to the SCADA system.
- Control Cla Valves for well discharge lines at the reservoir site.
- Variable frequency drives will be installed at Well No. 2A for flow control.
- Install a second brine feed pump as backup for brine tank regeneration unit. In case one brine pump fails operators can switch to the second unit.
- Improve Lower Reservoir site access road and security as part of the project (optional).
- Well No. 2A supply can be routed to the treatment units at the plant site through valve. operation if either one of the Wells, 3 or 7A is out of service or there is a surge of Nitrate Levels. If necessary, Well No. 2A still can feed directly into the distribution system through valve operation as it is being done now.

The consultant shall coordinate all permitting agencies, including but limited to, documentation for Division of Drinking Water, City of Los Angeles, Los Angeles County Flood Control District (LACFCD). Assist in permit applications and prepare necessary documents

City of San Fernando – Engineering Design Services For Well No. 2a Blending Project For Nitrate Treatment – Project No. 7630

The following streets are affected (Pipe Layout Map):

Main	From	To	Length (feet)	
			18" Día	12" Día
Borden Avenue	Sayer Street	Aztec Street	1,075	
Aztec Street	Boden Avenue	Sproule Avenue	1,050	
Sproule Avenue	Aztec Street	Hubbard Street	300	
Dronfield Avenue	Sayre Street	Treatment Plant		1,500
Treatment Plant	-	-		150
		Total (Feet)	**2,425**	**1,650**

(Total length 4,075 feet or .75 miles)

Consultant shall prepare plans and specifications for the construction of the items described above. Consultant assist the City in securing permits with the City Departments and the Utilities described herein

PROPOSED PIPING PLAN



VII. PRELIMINARY TASK DESCRIPTION NON-

OPTIONAL TASKS

Task No. 1: Project Management

a) At the commencement of the project, Consultant will hold a "kickoff" meeting with City staff to discuss the scope and parameters of the project as well as City's experience with the existing water facilities. Specific goals to be accomplished will be identified and effective strategy to accomplish the project goals will be developed during this meeting. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Work.

b) Attendance at Meetings: The project engineers assigned by Consultant and City shall meet three times after the kickoff meeting (preliminary, intermediate, and final) during the design phase of the Project.

c) At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to City on a regular basis.

d) Consultant shall address methods of construction, mains and valve locations, preliminary valve installation details and any constraints or problems envisioned. Consultant shall use sound engineering criteria in the development, design, and administration of the Project. Consultant shall also be responsible for the accuracy of the calculations performed on the Project.

e) Consultant along with the project team and subconsultants shall coordinate efforts of Project, monitor schedules and budgets, and administer the contract with City.

f) Consultant shall be responsible for all printing cost, reproduction, and binding of all related documents for the Project unless stated otherwise herein.

g) Prepare monthly progress reports summarizing the actual work performed, project issues, and status of the project schedule and budget. The report shall be submitted with each invoice.

h) Consultant shall include in his engineering fee the time and costs of meetings with the City required to establish an orderly development of the Project.

i) Consultant shall record the minutes of all meetings and shall submit a copy of the minutes to the City within five (5) working days after each meeting.

Task No. 2: Preliminary Design Report (30% Submittal)

The data and assumptions utilized by consultant shall be presented as preliminary drawings acceptable to and approved by City. The city will review and approve the concepts and criteria, and analysis before consultant may proceed to integrate the data into Final Design.

a) Consultant shall collect and review all applicable plans, specifications, reports, and existing soils data provided by City. Review existing water pipeline construction plans, specifications, and related information. Consultant shall research and obtain available existing record data, and private utilities pertinent to this Project. Consultant shall contact and coordinate with other utility companies and agencies to obtain permits on behalf of the City as required and to verify the horizontal and vertical location of existing parallel and intersecting facilities. Consultant shall accurately indicate on the construction plans, the locations and elevations of existing utilities, improvements and related facilities from information provided by utility owners.

b) Arrange for and participate in informal meetings as necessary (in addition to the three mentioned above) with City to review progress of the project and exchange ideas and information.

c) The meetings with City will discuss the key design issues and develop general project criteria for construction, including schedule and possible ways of minimizing problems. Prepare and submit approved meeting agendas prior to each meeting.

d) Prepare preliminary drawings/report as required to establish agreement on scope, alignment, parameters, hydraulic requirements, maintenance concerns, constructability and construction phasing, traffic impacts, and general disruption to the area. The preliminary design shall be submitted to City staff for review and approval in accordance with the work plan prepared above. As a minimum the preliminary design shall address the following subjects:

1. Pipeline alignment.
2. Impacts to immediate area. Noise mitigation during construction.
3. Verify pipe size and propose pipe materials for the main.
4. Determine the locations of residential and irrigation meters, fire hydrants, connections, and other appurtenances.
5. Determine the conflicts with adjacent utilities/county drainage channels.

6. Groundwater or unstable soil.
7. Determine Code compliance, permitting agencies, and permitting requirements.
8. Preferred materials for construction.
9. Areas where construction work is limited or controlled.
10. Identify areas that may require potholing.
11. Street repaving per City of Los Angeles Permits.
12. Preliminary cost estimates.
13. Well No. 2A conversion to variable frequency drives. This may require upgrades existing electrical panels and pump motor units. Coordinate upgrades for remote operation of the system through telemetry.
14. Brine tanks backup pumps.

e) The preliminary design shall include four sets of preliminary drawings showing pipe alignment layouts, valve locations, construction phasing and other proposed structures and details, layouts, figures, studies and exhibits as required for the proposed alignment and shall emphasize their impact on the existing water facilities, other utility facilities and adjacent facilities in the area. The proposed preliminary layout showing the locations of the facilities shall be submitted to the City staff for review and concurrence. Changes in layout and location of facilities suggested by the City shall be investigated. A final layout and location of facilities shall then be established.

f) Consultant shall provide periodic submittal of information and hold meetings with City staff during the preliminary design development to assure agreement on its contents and to reduce review and comment time and effort by City.

Task No. 3: Surveying

During design phase, survey pipeline alignment and well sites, if necessary, to prepare profile for pipe sections and site plans. Consultant shall provide field survey party(ies) to gather survey information required for the Project. The survey party(ies) shall be under the direction of a registered civil engineer or a licensed land surveyor.

Task No. 4: Final Design

The final design shall not commence until authorized by City. Consultant shall not proceed with the final engineering design until all reports are completed and approved and related concerns have been satisfied.

Prepare detailed drawings for competitive bidding for the proposed construction work. Each set of construction documents, which shall include, but not be limited to, the following:

a) Title sheet, location map, vicinity map, and signature block applicable to the Project.

b) General site plan with appropriate general excavation, shoring and miscellaneous notes.

c) Symbols and abbreviations.

d) Create base maps for the pipeline drawings using City supplied survey data. Verify and revise street rights-of-way and curb lines with sectional map data. Reference stationing will be on actual sectional map data.

e) Show the position of all known, or proposed, underground utilities and all other pertinent data on pipeline drawings.

f) Determine the material of each existing water service within the project limits based on City "as-built" records.

g) Identify all abandoned and proposed valves on the pipeline drawings. In addition, list all new or replaced valves on a City Standard Valve Tables and include the schedule on the drawings. An electronic version of the table is available upon request.

h) Plan drawings for the construction of the water main, valves, appurtenances, utility lines and related details.

i) Details of the re-configuration of the connecting mains where necessary.

j) Add atlas boundaries to the plans. An electronic version is available upon request. Include survey control points and benchmarks on the base maps.

k) Research existing pavement thickness and materials at the City of San Fernando Public Works Department and provide available information in the bid documents.

l) Plans showing all record information regarding utilities, obstructions, and appurtenant data.

m) Profile of the water main and conduits showing the locations of utilities.

n) City standard CSI specifications shall be used. When specifications do not exist, the Consultant will develop specifications that will conform to the city format and provided on MS Word for Windows. An original set of final specifications will be provided to City for reproduction. The specifications shall be prepared on MS Word and an electronic copy will be file will be given to City.

o) Consultant shall be responsible for final design of the proposed water pipeline, electrical conduits, structural, electrical, telemetry, and mechanical improvements, maintaining continual operation of the existing water system, and all work as required for the construction of the collection main and site improvements. Drawings shall be prepared on 22" x 34" sheets using computer generated drafting using AutoCAD Latest Version utilizing City symbols set and text standards. Consultant standard construction details that are applicable to the project may be used. Project drawings shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California. Plans shall be drawn to a horizontal scale of 1" =40 feet and vertical scale of 1" =4'. Detailed plans shall be drawn to scale of 1" =8' or larger. An electronic copy of the AutoCAD file shall be given to City.

p) Prepare construction specifications and other contract documents for competitive bidding for the proposed construction work and for the materials and equipment required for the bid package. Specifications and contract documents shall be based upon the City standard documents edited for application for this project. Additional specification sections necessary to completely define the work shall be prepared and coordinated with the project drawings to produce a complete set of construction documents for each contact. Provide four (4) sets of the drawings and specifications to City for review at the 90 percent stage of final design. One set of complete original drawings and a copy on flash drive shall be delivered to City at the completion of the design work.

q) Meet with City staff after design documents have been reviewed. Resolve and incorporate City comments into the design documents.

r) Consultant's project manager, project engineer and QA/QC coordinator shall perform routine and final review prior to signing the plans to ensure accuracy, conformance and integrity of all plans and specifications.

s) Consultant shall contact all agencies that may be involved in the project and to prepare the necessary permits for the project. It shall be the responsibility of the Consultant to determine all agencies that will be involved in the project.

t) Prepare a construction cost estimate of the proposed work covered by the final specification and drawings for the proposed contract.

u) Two separate sets of construction documents shall be prepared for dividing the project into two phases and bid separately based on the availability of funding.

Task No. 5: Preliminary blending report

Prepare a preliminary blending report including calculations of mixing ratios based on flow rates, Nitrate levels, and resultant water quality for Well 2A supply and the treated groundwater from Well 3 and 7A as part of the permit amendment required by DDW.

The blending calculations may include the following operation options:

a) Well No. 2A supply is blended with effluents of Treatment Plant No. 1 and 2.
b) Well No. 2A supply is blended with effluents of Treatment Plant No. 1 or 2, when one of the treatment plants is not in service.
c) Well No. 2A supply is partially routed to Treatment Plant No. 1 and 2, when one of the wells (No. 3 or 7A) is not in service is not in service.

Task No. 6: Permits

The consultant shall assist in the preparation of all required permits. Coordinate all permitting agencies, including but limited to, documentation required for:

a) Preliminary Permit Amendment of Division of Drinking Water.
b) City of Los Angeles.
c) Los Angeles Department of Water and Power.
d) Los Angeles County Flood Control District (LACFCD).

Task No. 7: Environmental Report

a) Prepare an environment document for the project. It is anticipated that the project is categorically exempt from any environmental impacts.
b) Assist in presenting the project to local agencies.

Task No. 8: Pre-Construction Services

a) Pre-bid Conference: Attend pre-bid conference, present a summary of project requirements, answer questions and prepare minutes of the meeting which would include written responses to questions and clarifications, as needed.

b) Bid Evaluation Assistance: Assist in the evaluation of bid proposals and provide recommendations for the selection of the contractor.

c) Pre-Construction Meeting: Attend pre-construction meeting to answer any questions and prepare meeting minutes which would include written clarification to all issues discussed.

Task No. 9: Technical Assistance During Construction

a) Submittal Review: Review submittals for accuracy and equipment compliance.
b) Clarifications: Provide clarifications to plans and specification or information requested by the City or Contractor.

OPTIONAL TASKS

Optional work shall not be commenced without the prior approval of the City.

Task No. 10: Pot Holing

Consultant shall perform potholing in the field as required and agreed upon by City, to determine exact locations and elevations of existing underground utilities, improvements, and related facilities. The equipment for potholing as well as the equipment operator, and necessary permits will be included by consultant. This task shall not be started without written authorization from the City.

Task No. 11: Reservoir Site Improvements

Prepare additional construction documents for:

a) Existing access road improvements including repaving within reservoir site.
b) Improvements for perimeter security fence. City is considering constructing a block wall.

Task No. 12: Geotechnical Investigation

a) Provide geotechnical engineering services, which would include exploratory work, laboratory and field testing, professional guidance in tests to be made at test locations based on preliminary drawings and designs, and professional interpretation of exploratory and test data.

b) Provide an initial geotechnical report by a geotechnical engineer or geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions that can be anticipated from this initial exploratory work.

c) A review of possible soil contamination. The boring material will be used to evaluate the possible soil contamination. Investigate the possible sources of contamination by obtaining data on the history of the area and type of industry located in the area. Prepare a report that identifies the type or types of contamination and method or methods necessary to correct the problem including estimated cost.

VIII. CITY RESPONSIBILITIES

1. Provide project management. Assign a City Project Manager to act as the point of contact.

2. Provide or make available upon request, reports, drawings, GIS land base maps (hard copy only), City standard specifications, records and other data deemed useful for project development.

3. Administer agreement and make payments to consultant.

4. Administer contracts.

5. Provide coordination to avoid interfering with other City or City construction projects and major events.

6. All printing and reproduction for bidding and construction.

9. Permit fees required for the project.

IX. MISCELLANEOUS

1. All plans and other documents prepared by consultant on behalf of City shall become the sole property of City.

2. All engineering designs and calculations shall be based on design standards adopted by City.

SCHEDULE FOR SELECTION

RFP Available:	May 15, 2025
Preliminary	
Deadline for submittal of Questions:	May 30, 2025
Response to Questions:	June 4, 2025
Deadline for submittal of Proposal:	June 12, 2025
Agreement Presented to Council for Review & Approval:	July 21, 2025

METHOD OF SELECTION AND NOTICES

The City will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Include a *Cover Letter*

   Each proposal will include a cover letter that identifies the firm, address, phone number and contact person. The cover letter must include acknowledgement of all addenda and provide a statement that the proposal is valid for 90 days after the RFP submittal deadline. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should highlight major elements of the proposer's qualifications and proposal.

2. Include a *Proposal Costs Sheet and Rates* Section

   In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

   In addition, include the costs for any other services that are considered optional additions.

TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a San Fernando City Business License and appropriate Contractor's license, required for this work shall be obtained at the sole expense of the Contractor.

PAYMENT

This work is to be performed for a "Not-to-Exceed Amount."

The Contractor shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Amount" which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Services necessary to complete the work covered by this Proposal.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, personhours, and costs incurred by each task.

NON-REIMBURSEMENTS

The City will not reimburse travel, lodging, meals, vehicle, mileage or any miscellaneous expenses.

INSURANCE

A. The Contractor shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

C. The selected firm shall furnish the City a certificate evidencing Workman's Compensation Insurance with limits of no less than $1,000,000 per accident and Comprehensive Professional Liability with limits no less than $2.000,000 per occurrence. The City shall be named as the Additional

Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of San Fernando, it is agreed that the City of San Fernando, the Successor Agency of the City of San Fernando, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of San Fernando, its officers and employees, and its agents, under any third-party liability policy."

E. It is the Contractor's responsibility to ensure that all sub-Contractors comply with the following:

Each sub-Contractor that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-Contractor work include soil sample borings, utility potholing, etc.

BONDS

A. A Bid Bond by an admitted surety insurer in the form of a cashier's check or a certified check drawn to the order of the City of San Fernando, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

B. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

OWNERSHIP OF DOCUMENTS

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment

to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

CONFIDENTIALITY AND RELEASE OF INFORMATION

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

TERMINATION FOR CONVINIENCE OF THE CITY

The City reserves the right to terminate the "Contract Services Agreement" for the "convenience of the City" at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the

Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of the Contractor's services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and
Workers' Compensation.

CONTRACT

The Contract includes the Construction Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that Contractors be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract**.**

GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Contractor prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Construction Agreement has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this

RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

PREVAILING WAGES

All labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work**.**

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Precontractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

City of San Fernando – Engineering Design Services For Well No. 2a Blending Project For Nitrate Treatment – Project No. 7630

EXHIBIT "A"

NON-COLLUSION AFFIDAVIT

ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT – PROJECT NO. 7630

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

_____ _____
Date Bidder

_____
Authorized Signature

STATE OF CALIFORNIA) _____
) SS Name (Print/Type)
COUNTY OF _____) _____
Title

On _____, 2025 before me, _____

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

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

(Notary Seal)

_____

Signature of Notary Public

ATTACHMENT “B”

SAMPLE FEE SCHEDULE

THE CITY OF SAN FERNANDO

ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT

CITY PROJECT NO. 7630

SAMPLE FEE SCHEDULE

Description	Project Manager		Resident Engineer		Inspector		Technicians (drafting, surveying, etc.)		Administrative/ Clerical		Direct Costs		Total	
	Hrly Rate:		Hrly Rate:		Hrly Rate:		Hrly Rate:		Hrly Rate:					
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount
TASK A - NON-OPTIONAL WORK														
1 - PROJECT MANAGEMENT														
2 - PRELIMINARY DESIGN (30% SUBMITTAL)														
3 - SURVEYING														
4 - FINAL DESIGN														
5 - PRELIMINARY BLENDING REPORT														
6 - PERMITS														
7 - ENVIRONMENTAL REPORT														
8 - PRE-CONSTRUCTION SERVICES														
9 - TECHNICAL ASSISTANCE DURING CONSTRUCTION														
TASK B - OPTIONAL WORK														
10 - POTHOLING														
11 - RESRRVOIR SITE IMPROVEMENTS														
12 - GEOTECHNICAL REPORT														
ADDITIONAL WORK - PROPOSED BY CONSULTANT														
Total for NON-OPTIONAL WORK (1 thr. 9)														
Total for OPTIONAL WORK (10 thr. 12)														
TOTAL ALL WORK														

ATTACHMENT “C”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

2025
PROFESSIONAL SERVICES AGREEMENT
(Parties: Insert Consultant Name and City of San Fernando)
(Engagement: ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT – PROJECT NO. 7630)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____, 2025 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires Engineering Design Services for Well No. 2A Blending Project for Nitrate Treatment; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such tasks and services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 2025, under Agenda Item No. _____; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the tasks and services described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF CITY REQUEST FOR PROPOSAL" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF CONSULTANT PROPOSAL" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"**, respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective

reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Work; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.

D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner.

E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.

F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the "INSERT TITLE OF COMPENSATION DOCUMENT" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, may not exceed the aggregate sum of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work are completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the

Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Insert City Representative (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Insert Consultant Representative to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or Consultant Representative's designee will supervise and direct the performance of the Work, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF WORK; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

A. CONSULTANT will perform all Work skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq*.) CONSULTANT shall be liable for all violations of such laws and regulations in connection CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a

release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Work under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Insert Name(s) And Title(s).

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services and tasks does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare

payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to

CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.12 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before commencing the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period

of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

E. Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars ($3,000,000) for each and every claim and in the aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested**. Before commencing the Work, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV.
INDEMNIFICATION

4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the " City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision

are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and

diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the following Events of Defaults within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; and/or (v) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false,

misleading or erroneous in any material respect.

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the

Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents

and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq*. and the California False Claims Act, Government Code §§12650 *et seq*.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Consultant Name
Consultant Address
Attn: Consultant Contact Name
Phone: Phone Number

CITY:
City of San Fernando
City Department
City Address
Attn: Department Director
Phone: City Phone Number

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

C. CONSULTANT shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date for completing the Work may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services and tasks for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The CITY Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

CONSULTANT NAME:

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN FERNANDO

Addendum No. 1 **June 11, 2025**

Project: ENGINEERING SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT, Project No. 7630

The following change to the **Notice Inviting Proposals** shall apply for this project.

1 a. Previously stated as:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **11:00** a.m. on **June 12, 2025**.

b. Changed to:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **4:00 p.m.** on **July 10, 2025**

2. a. Please note a second amendment will be released the week of June 16th 2025

Indicate the receipt of **Addendum 1** on your Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

Wendell Johnson, P.E. / 06/11/2025
Director of Public Works Date

THE CITY OF SAN FERNANDO

Addendum No. 2 **June 30, 2025**

Project: ENGINEERING SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT, Project No. 7630

The following change to the **Notice Inviting Proposals** shall apply for this project.

1.

a. Previously stated as:

Project: Engineering Services for Well No 2a Blending Project for Nitrate Treatment, Project No. 7630

b. Change to:

Engineering Services for Well No 2A Nitrate Treatment System, Project No. 7630

2.

a. Previously stated as:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **11:00** a.m. on **July 10th, 2025**.

b. Changed to:

Three original and one electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **4:00 p.m.** on **July 24, 2025**

3.

a. Previously stated as:

GENERAL. INFORMATION

The City of San Fernando is requesting proposals from qualified, interested firms to provide professional Engineering Design Services for Well No. 2A Blending Project for Nitrate Treatment. The purpose of this Project is to blend, inline, Nitrate impacted Well

No. 2A source water with treated water from the City's Ion Exchange Nitrate Treatment Plants No. 1 and 2 to control Nitrate contaminant levels. The key elements of the project include the constructing new water ductile iron pipe (DIP) mains to route the groundwater supply of the Well No. 2A to blend with the treated plant effluent prior to the delivery to the onsite reservoirs.

Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction. The design will also include the construction of the piping, flow control valves at the treatment plant site for blending and delivery to the Lower Reservoirs 2A and 5. As part of the Project, the existing Well No. 2A pumping equipment will be upgraded. The Consultant shall also assist in required permitting and environmental documents.

b. Change to:

GENERAL. INFORMATION

The City of San Fernando is requesting proposals from qualified, interested firms to provide professional Engineering Design Services for a new Well No. 2A Nitrate Treatment System. The purpose of this Project is to add an Envirogen SimPACK Ion Exchange Nitrate Treatment System at the well 2A site location. The New Treatment System is to remove Nitrate impacted water from Well No. 2A source water to control Nitrate contaminant level. The key elements of the project include the constructing and upgrading of well 2A and the addition of a new Envirogen SimPACK Ion Exchange Nitrate Removal System. The new system is to be housed in a newly designed building expanding the current building to incorporate and accommodate the new treatment system and its related appurtenances. The new treatment system effluent treated water will produce acceptable water quality to deliver directly into the distribution system.

Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction. The design will also include the construction of the piping, flow control valves at the well 2a and treatment plant site for acceptable effluent water quality to be delivery directly into the distribution system. As part of the Project, the existing Well No. 2A pumping equipment, MCC Panels, tie into SCADA , Electrical Components and transfer switches will be upgraded. The Consultant shall also assist in required permitting and environmental documents.

4.

a. Previously stated as:

SCOPE OF SERVICES

I. PURPOSE

The City of San Fernando (City) is soliciting proposals from qualified Consultants to provide Engineering Design Services for Well No. 2A Blending Project for Nitrate Treatment – City Project No. 7630 (Project).
The purpose of this Project is to blend, inline, Nitrate impacted Well No. 2A source water with treated water from the City's Ion Exchange Nitrate Treatment Plants No. 1 and 2 for the reduction of overall Nitrate levels delivered to the distribution system. Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction.

II. PROJECT SCHEDULE

The City plans to complete the design and prepare construction documents by August 2025. It is anticipated that the construction will be completed in the two phases for separate bidding, although the blended system shall be operational with the completion of Phase 1.
a. Phase 1: Construct transmission mains in the streets, including the main from Well No. 2A to the reservoir site and a new main segment in Dronfield Avenue dedicated for Well No. 7A.
b. Phase 2: Key upgrades to Well No. 2A pumping equipment, electrical upgrades, flow control piping, and necessary valving for blending.

b. Changed to:

SCOPE OF SERVICES

I. PURPOSE

The City of San Fernando (City) is soliciting proposals from qualified Consultants to provide Engineering Design Services for Well No. 2A Nitrate Treatment System– City Project No. 7630 (Project).
The purpose of this Project is to add a New Envirogen SimPACK Ion Exchange Treatment System inline at impacted Well No. 2A site for the reduction of overall Nitrate levels delivered to the distribution system. Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction.

II. PROJECT SCHEDULE

The City plans to complete the design and prepare construction documents as soon as possible or no later than Jan 2026. Construct and remodel existing with the addition of a new section of building to house the new 2000 gpm Envirogen SimPACK Ion Exchange Treatment System and its necessary related appurtenances at Well 2a Site along with all necessary pipe work to be able to run Well 2A into the new Nitrate Treatment System . To be include are necessary upgrades to Well No. 2A pumping equipment, electrical upgrades, flow control piping, and necessary valveing with water line extension or modification necessary to be able to incorporate the new Envirogen SimPACK Ion Exchange Treatment System to Well 2A and into the distribution system including necessary SCADA system upgrades to monitor and control the new system.

The City of San Fernando is requesting proposals from qualified, interested firms to provide professional Engineering Design Services for a new Well No. 2A Nitrate Treatment System. The purpose of this Project is to add a 2000 gpm Envirogen SimPACK Ion Exchange Nitrate Treatment System at the well 2A site location. The New Treatment System is to remove Nitrate impacted water from Well No. 2A source water

to control Nitrate contaminant levels. The key elements of the project include the constructing and implementation of a well 2A 2000 gpm Envirogen SimPACK Ion Exchange Nitrate Removal System. The new system is to be housed in a newly designed building expanding the current building to incorporate and accommodate the new treatment system and its related appurtenances. The new treatment system effluent treated water will produce acceptable water quality to deliver directly into the distribution system.

Consultant shall prepare construction documents for the Project for bidding and provide technical support during construction. The design will also include the construction of the piping, flow control valves at the well 2a and treatment plant site for acceptable effluent water quality to be delivery directly into the distribution system. As part of the Project, the existing Well No. 2A pumping equipment, MCC Panels,SCADA, Electrical Components and transfer switches including the expansion of the building to house the entire system within an air controlled building/facility will be upgraded and or added as needed to maximize efficiency. The Consultant shall also assist in required permitting and environmental documents. The project will be geared to fast track the operation of the well 2a water treatment use of water as soon as possible.

5.

a. Previously stated as:

PROJECT GOALS AND BENEFITS

In order to achieve Nitrate goals for Well No. 2A, the City considered two alternatives: 1) blending system and/or 2) constructing a new treatment plant. After taking into account overall technical, environmental, and budgetary aspects of the two alternatives, the City decided that the blending will be the most desirable option: Disadvantages of constructing a new Nitrate Treatment Plant

- There is no adequate space at Well 2A site for a new IX Treatment Plant
- Aesthetic/noise and environmental issues in the residential neighborhood
- No local sewer lines for waste discharge at Well No. 2A site
- Difficulty in maintaining and costs related to an additional operation unit General Benefits of a Blending System

b. Change to

In order to achieve Nitrate goals for Well No. 2A, the City has elected to go with the construction of a new 2000 gpm Envirogen SimPACK Ion Exchange Treatment System similar to Plant 1 and Plant 2 systems located at the lower reservoir site. The new treatment system will be housed in a newly remodeled and or expanded building to be constructed at Well 2a site to house the new 2000 gpm Envirogen SimPACK Ion Exchange Treatment System and its related appurtenances in an air controlled environment building/facility .

· There is adequate space at Well 2A site for a new 2000 Envirogen SimPACK Ion Exchange Treatment Plant

· Aesthetic/noise and environmental issues in the residential neighborhood will be mitigated by the construction of a new building to house the treatment system in an air controlled environment building/ facility to help mitigate noise levels for the surrounding neighborhood

· A local sewer lines for waste discharge at Well No. 2A site is within proximity

6.

a. Previously stated as:

VI. SCOPE OF WORK

The key elements of the project scope include the design of new water ductile iron pipe (DIP) mains ranging from 12 inch to 18 inch to blend the ground water supply from the Well No. 2A with the Ion Exchange Treatment Plant effluent prior to the delivery to the reservoirs. The design will also include the construction of the piping, flow control valves at the treatment plant for blending and delivery to the Lower Reservoirs 2A and 5. A segment of pipeline The proposed 12-inch water main in Dronfield Avenue will run parallel and adjacent to the Wilson Canyon Drainage Channel that runs along the street center line. The new main is to be located adjacent to the existing 12-inch main in Dronfield Avenue and may require a short channel crossing. As part of the Project, Well No. 2A pumping equipment will be converted to variable frequency
drives. This may require upgrades existing electrical panels, pump motor units, SCADA, and HVAC at Well No. 2A site. Installing a second feed pump for brine tank salt delivery system of both treatment plants is also proposed to improve reliability of the treatment system.

General Description of Components

· 18-Inch main will be constructed from Well No. 2A to connect to MWD feeder in Hubbard Street to deliver Well 2A supply to the IX plant site directly.

· IX plant effluents and Well No. 2A supply will be blended prior to delivery into Lower Reservoirs.

· The supplies from each well site to the plant site will be through independent mains to eliminate the issues such as Well No. 7A at a higher elevation forcing water towards Well No. 3. Also, there will be a better control of flow and pressure through control valves.

· Repiping and valving will be done at the reservoir site for blending and to control flow.

· A permanent waste line will be constructed to divert plant effluents to storm drains. Currently, this is done through temporary removable piping.

· The Nitrate and disinfectant levels will be monitored in blended water prior to delivery into the storage reservoirs. Installation of miscellaneous sampling points and continuous Nitrate/Chlorine analyzers will be necessary. The monitoring equipment will be integrated to the SCADA system.

· Control Cla Valves for well discharge lines at the reservoir site.

· Variable frequency drives will be installed at Well No. 2A for flow control.

· Install a second brine feed pump as backup for brine tank regeneration unit. In case one brine
pump fails operators can switch to the second unit.

· Improve Lower Reservoir site access road and security as part of the project (optional).

· Well No. 2A supply can be routed to the treatment units at the plant site through valve. operation if either one of the Wells, 3 or 7A is out of service or there is a surge of Nitrate Levels. If necessary, Well No. 2A still can feed directly into the distribution system through valve operation as it is being done now.

b. change to:

VI. SCOPE OF WORK

The key elements of the project scope include the design and implementation of new 2000 gpm Envirogen SimPACK Ion Exchange water treatment system for Well 2a to help control Nitrate contamination levels . The new treatment system is to be placed at the Well 2A site with related pipe work utilizing ductile iron pipe (DIP) water lines and related appurtenances to control Nitrate contamination levels with the use of a Envirogen SimPACK Ion Exchange Treatment Plant. The new treatment system effluent treated water will produce acceptable water quality to deliver directly into the distribution system. The design will also include the construction of the piping, flow control valves at the treatment plant. An expansion of the existing building will be required to be able to house the treatment system to help with the noise control and aesthetics of the neighborhood. As part of the Project, Well No. 2A pumping equipment will be converted to variable frequency drives a standalone emergency generator will be required with a emergency transfer switch to run system during power outages. This may require upgrades to existing and or addition of new due to non existent but needed systems such as electrical panels, pump motor units, SCADA, and HVAC to help at Well No. 2A site.

General Description of Components

· Well No. 2A supply will feed a new Envirogen SimPack Ion Exchange System directly with effluent water from Envirogen SimPACK Nitrate Treatment system effluent to be introduced into distribution system directly with acceptable Water Quality.

· Repiping and valveing will be done at the Well 2a site for the new Envirogen SimPACK Ion Exchange Treatment System to distribution system.

· A permanent waste line will be constructed to divert plant effluents to waste lines and sewer lines respectively.

· The Nitrate and disinfectant levels will be monitored in water prior to delivery into the distribution system. Installation of miscellaneous sampling points and continuous Nitrate/Chlorine analyzers will be necessary. The monitoring equipment will be integrated to the SCADA system.

· Control Cla Valves for well discharge lines at well site to feed Ion Exchange System.

· Variable frequency drives will be installed at Well No. 2A for flow control.

· Install a second brine feed pump as backup for brine tank regeneration unit. In case one brine pump fails operators can switch to the second unit.

· Improve Well 2 site access, layout and security including security lighting upgrades as part of the project..

· Well No. 2A should feed directly into the distribution system through valve operation as it is being done now but incorporating a SimPACK Ion Exchange System to control Nitrate contamination,
Incorporate a stand alone emergency generator with an automatic transfer switch to power up automatically when power outage occurs.

7.

a. Previously stated as :

The following streets are affected (Pipe Layout Map):

Main	From	To	Length (feet 18" Dia	12" Dia
Borden Avenue	Sayer Street	Aztec Street	1,075	
Aztec Street	Boden Avenue	Sproule Avenue	1,050	
Sproule Avenue	Aztec Street	Hubbard Street	300	
Dronfield Avenue	Sayre Street	Treatment Plant		1,500
Treatment Plant - -				150
		Total (Feet)	**2,425**	**1,650**

(Total length 4,075 feet or .75 miles)

Consultant shall prepare plans and specifications for the construction of the items described above. Consultant assist the City in securing permits with the City Departments and the Utilities described herein
PROPOSED PIPING PLAN

b.Change to:

OMIT THE SECTION and PROPOSED PIPING PLAN

Indicate the receipt of **Addendum 1 and 2** on your Proposal. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Approved by:

06/30/25

Wendell Johnson, P.E.
Director of Public Works

Date

CIVILTEC
engineering inc.
Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management ● Surveying
California ● Arizona

Wendell Johnson, PE, Director of Public Works, City of San Fernando
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

July 24th, 2025

Attention: Wendell Johnson, PE | Director of Public Works

Subject: Proposal for the City of San Fernando, Engineering Services for the Well No. 2A Nitrate Treatment System Project - Project No. 7630

Dear Mr. Johnson,

The City of San Fernando (San Fernando) is requesting professional engineering design services for the development of a new Well No. 2A Nitrate Treatment System. The project involves the design and implementation of a 2,000 GPM Envirogen SimPACK Ion Exchange Treatment System at the Well No. 2A site to reduce nitrate levels in the groundwater supply. The treated water will meet regulatory standards and will be delivered directly into San Fernando's distribution system. As part of the project, the design of all necessary piping and appurtenances will be executed, utilizing ductile iron pipe, to route Well No. 2A's source water into the new nitrate treatment system and from there into the distribution network. The scope also includes expanding the existing building at the Well No. 2A site to accommodate the new treatment system, with improvements aimed at mitigating noise and aesthetic concerns in the surrounding residential area by housing the system in an air-controlled environment. The project further involves upgrading the Well No. 2A pumping equipment with variable frequency drives, upgrading the MCC panels, electrical systems, HVAC, and SCADA controls, and installing a standalone emergency generator with an automatic transfer switch to maintain operations during power outages. A second brine feed pump will be added as a backup for the brine tank regeneration unit. In addition, a permanent waste line will be installed to divert plant effluent to sewer lines, and continuous nitrate and disinfectant monitoring will be incorporated into the system through SCADA integration. The scope also includes improvements to site access, security, and lighting at Well No. 2A. The project will retain operational flexibility, allowing Well No. 2A to feed directly into the distribution system when needed. Complete construction documents will be prepared for bidding, along with assistance with permitting and environmental documentation, and technical support throughout the construction phase. San Fernando anticipates completing the design and construction documents by January 2026, with a fast-tracked approach to place the new nitrate treatment system into operation as soon as possible.

Relevant Technical Expertise and System Knowledge | ***Civiltec*** has completed over 65 water master plans and more than 80 water system projects throughout Southern California, giving us a strong foundation in blending system design, pipeline hydraulics, control valve operation, electrical and SCADA integration, and nitrate compliance solutions. We are well-versed in blending operations and nitrate system optimization, which will directly benefit San Fernando's goals for consistent nitrate control.

Proven Leadership and Project Delivery Experience | Our leadership team includes professionals with decades of experience delivering municipal water infrastructure projects. This includes extensive design experience with pipeline alignments, pump station modifications, reservoir site improvements, and blending system permitting with agencies such as the Division of Drinking Water, LADWP, Los Angeles County Flood Control District, and others.

Comprehensive In-House Resources | Our fully integrated team of civil engineers, electrical engineers, designers, surveyors, and environmental professionals allows us to provide seamless coordination across disciplines. This

enables us to efficiently deliver all aspects of the design, from preliminary alignment studies through final construction documents and construction-phase technical support.

Commitment to Partnership and Timely Delivery | *Civiltec*'s proven processes ensure schedule adherence and active communication throughout every phase. We prioritize close collaboration with San Fernando staff, including regular workshops, technical reviews, and early coordination with regulatory agencies to ensure design compliance and smooth permit approvals. Our understanding of San Fernando's system allows us to hit the ground running and deliver a blending solution that is both operationally effective and cost-conscious.

Civiltec is committed to providing comprehensive design services, effective agency coordination, and responsive technical support throughout the duration of the project. We look forward to the opportunity to work closely with San Fernando staff to help achieve San Fernando's water quality objectives, blending goals, and long-term system resiliency. Please feel free to contact me at 626-357-0588 or dsong@civiltec.com with any questions.

Sincerely,



David H Song, PE | Principal, Principal Engineer
Authority to negotiate on behalf of, and to contractually bind, the firm

CIVILTEC ENGINEERING, INC.

David Song, PE
Principal, Principal Engineer
605 E. Huntington Dr., Ste. 205, Monrovia, CA 91016
(p) 626.357.0588
(e) dsong@civiltec.com

Civiltec acknowledges that the proposal is valid for 90 days after the RFP submittal deadline.

Civiltec acknowledges receipt of Addendum 1 and Addendum 2.

SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

Project Understanding

San Fernando is desiring to construct a new nitrate treatment system at the existing Well 2A site. The Well 2A site is located at 14060 Sayre Street in Los Angeles, CA. San Fernado has selected the Envirogen SimPACK regenerable ion exchange treatment system to treat water produced by Well 2A to remove nitrate contaminants and discharge directly to the existing water system at a maximum capacity of 2,000 gpm. The existing Well 2A building is proposed to be expanded to house the treatment equipment. Final bid-ready construction plans and documents will be prepared, signed, and stamped by California-registered professional engineers specializing in civil, structural, electrical, controls and geotechnical disciplines. Additionally, approvals will agencies having jurisdiction will be obtained to ensure construction of the facility is permitted. It is understood that final construction documents need to be completed by January 2026. ***Civiltec*** is also available to team with a general contractor and Envirogen for a design-build option for this project.

Major Project Elements

- **Envirogen SimPACK Regenerable Ion Exchange Treatment System.** The SimPACK system has been selected to treat up to 2,000 gpm of groundwater which will require 2 trains of ion exchange vessels. Each train consists of up to 10 vessels and the complete system will be equipped with a briner tank with a brine pump, and associated header piping and valving. A second standby brine pump is desired to be installed with this system to eliminate disruption to the treatment process. The system also includes PLCs and control logic to automate and monitor the treatment process, resin regeneration, and waste.
- **Well Building Expansion.** The existing well building will be expanded to house the treatment system. The existing available space on the property for the expansion is limited so the system equipment will be installed to minimize the size of the new expansion while also providing operators room to operate and maintain the system. The aesthetics of the expansion will match the existing building and ensure the design will be structurally sound and meet current building codes. The layout will also consider delivery of salt and loading the brine tank. The building expansion will include climate control to ensure optimal operation of the treatment system.
- **Treatment Influent and Effluent Piping.** The Well 2A discharge piping will be reconfigured to connect to the treatment influent and new treatment effluent piping will connect back to the water system. Piping will consist of ductile iron pipe and also include flow control valves.
- **Treatment Wastewater Line.** Wastewater generated from the treatment process will be directed to the existing sewer main located in the public street. Due to the direct connection to sewer, a waste tank is not required. Although, San Fernando may elect to include a waste tank for operational flexibility in the event waste discharge must be put on hold. A sewer lateral and sewer main connection will be established and permitted with the City of Los Angeles.
- **Nitrate and Chlorine Analyzers.** Analyzers will be installed to continuously monitor the water quality at specific points in the process. Sample points will be established in accordance with the DDW permitting requirements and other points San Fernando wishes to monitor. The concentrations of nitrate and chlorine will be directed to SCADA for remote monitoring and data acquisition.
- **Electrical Equipment.** The existing well pump motor (200HP) may need to upgraded to 250HP to accommodate additional treatment system head requirements. Based on preliminary load calculations, we anticipate that the existing 600A, 480V, 3-Phase Metered Service Switchboard will need to be upgraded to 800A, 480V, 3-Phase Switchboard if the well motor requires upsizing. We will coordinate with Southern California Edison (SCE) to determine necessary upgrades. SCE upgrades may may include a new SCE transformer. The existing motor control center, well pump solid state starter, and portable generator connection panel will be demolished. The following new 480V, 3-Phase electrical switchgear will be installed: Automatic

Transfer Switch, Well Pump VFD, Motor Control Center. Additionally, a new 25kVA 1-Phase Transformer will be installed to re-feed existing lighting and chlorination system loads. A new 50kVA 1-Phase Transformer will be installed to feed new treatment system electrical loads.

- **Communications and Controls Equipment.** Each new ion exchange treatment train will include a main control panel that is controlled via programmable logic controller. Each treatment train control panel PLC will communicate with the existing Well 2A SCADAPak PLC via Ethernet network connection.
- **Emergency Generator.** A new 400kW, 60Hz, 3-Phase, 277/480V, standby generator will be installed to feed electrical loads in the event of utility outage. The generator will be equipped with particulate filtering to meet South Coast Air Quality Management District requirements.
- **Site Improvements.** New grading and drainage design will be implemented with the addition of the new well building if necessary. Additional site improvements include site security and lighting improvements. The existing driveway may need to be altered to accommodate materials deliveries and access to the wellhead.

Scope of Services

Based on our project understanding and professional experience, we have identified the following scope of services.

Phase 1: Project Management

1. Kick-off Meeting

A kick-off meeting will be scheduled with San Fernando and key members from the Project Team to introduce members, define roles, and formalize lines of communication and reporting, as well as present the Work Plan that will discuss project information, standards, goals, schedules, potential conflicts and issues, expectations, and approach for evaluation and execution. We will request any records, data, and/or documents pertaining to the project. A memorandum of understanding will be prepared that will present the project goals and plan for implementation of the engineering, design and permitting elements.

2. Progress Meetings, Workshops and Agency Meetings

Meetings will be conducted with San Fernando subsequent to the submittal and review of the Preliminary Design Report, 60%, and 90% design milestones and formalized with an agenda and meeting minutes to review design elements, permitting status, costs and constraints. Informal meetings will be scheduled as necessary to review the progress of the project, design approach, issues, and special considerations. A meeting will also be held to discuss the CEQA Draft Categorical Exemption. Additional meetings will be scheduled with the City of Los Angeles Building and Safety Department and the Division of Drinking Water to inform them of the project, obtain requirements for approvals, address any concerns, and ensure permits are secured.

3. Project Management

Project management tasks include but are not limited to developing and maintaining schedules, managing personnel and deliverables, preparation of invoicing, and ensuring stakeholder satisfaction. A baseline project schedule will be prepared in MS Project that includes all tasks outlined in the Scope of Services and meetings. The Work Plan will be updated and submitted on a regular basis. Monthly reports will be submitted with each invoice detailing progress, updated schedules, and budget expended and remaining by task.

4. Quality Assurance/Quality Control

Prepare a QA/QC plan that details reviews by senior members of the team. QA/QC reviews will be performed through this task on all documents and plans that includes, but not limited to, calculations, reports, memorandums, plans, specifications, estimates, and correspondence. These reviews will be set at minor and major milestones to ensure accurate presentation of the data, design intent, plans and documents. A value engineering review will also be performed to determine the most cost-effective facility construction and operations are proposed.

SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

Phase 1 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- Project schedule
- Meeting agendas and minutes
- Work Plan
- Monthly status report
- QA/QC Plan

Phase 2: Data Gathering and Site Evaluation

1. Obtain and Review Existing Data

Civiltec will obtain record data that includes, but not limited to, existing utilities, boundary mapping, logs, reports, plans, photos, and environmental records. We will review the data to extract relevant information related to the project to assist with developing the criteria and design of the project.

2. Topographic Survey

Civiltec will perform a detailed topographic survey for the site to identify existing above ground features and utility markings. Above ground features may include, but not limited to, site improvements, structures, electrical equipment, concrete features, pavement, discharge piping, valves, poles, signposts, landscaping, drainage features, walls, and fencing.

3. Field Visits

Civiltec will visit the site to assess existing conditions that may impact the proposed facilities and verify the information presented in the record data and the topographic survey. We will document any existing facilities that conflict or is absent from the record data. We will evaluate existing conditions to determine if there are any potential issues or conflicts. Special attention will be taken with documenting the existing water and power distribution and existing controls.

4. Base Map

Civiltec will combine the topographic information obtained from the field survey and investigation, public right-of-way maps, property lines, and utility information gathered through research to prepare a base map for the project limits.

5. Geotechnical Investigation

Civiltec will team with Converse Consultants to perform the geotechnical investigation, analysis, and report. Conduct a field reconnaissance to assess surface conditions and mark boring location. Two boring samples 25 feet in depth are proposed. Borings will be needed for design recommendations of the building footprints and temporary excavations. Samples will be taken to the laboratory for testing. A report will be prepared summarizing the site conditions, geologic hazards, and seismicity including site-specific seismic coefficients in accordance with ASCE 7-16 and the latest California Building Code. Recommendations will be provided for over-excavation, subgrade preparation, soil suitability, bedding and backfill, foundations, and temporary excavations. The report will be stamped and signed by California registered professional geotechnical engineer.

Phase 2 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- Record data
- Topographic survey and utility bas map
- Geotechnical report

Phase 3: Preliminary Design Phase

1. Preliminary Design Report (30% Submittal)

Civiltec will prepare a draft Preliminary Design Report (PDR) that details the necessary analysis for installation of the treatment system, including calculations, investigations, evaluations, and significant findings from studying all relevant data, records and documentation. It will also include a conceptual 30% design. The PDR will include plan drawings of the preliminary treatment equipment layouts, treatment influent and effluent piping, waste piping, valving, nitrate/chlorine analyzers, building structural and architectural, and electrical, instrumentation, controls, and site improvements design, and construction cost estimates. The report will be organized into sections that will consist of the following:

1. **Section 1: Introduction and Background.** Present the scope of the report, general background of the project, description of the

existing site, and treatment objectives.

2. **Section 2: Treatment Equipment Design Criteria.** Detail the general design criteria of the Envirogen SimPACK treatment system and all pieces of equipment that comes with the packaged system. We will also discuss the constraints of the site and the layout of the treatment equipment within the expansion of the existing well building. Provide preliminary design discussions regarding the treatment influent and effluent piping configuration and waste piping connections.
3. **Section 3: Structural.** Summarize soil and seismic parameters from the geotechnical analysis and design recommendations for the foundations and anchorage supporting the building, treatment vessels and brine tank. Prepare structural calculations for the building and treatment equipment anchorage.
4. **Section 4: Site Improvements.** Review grading and drainage requirements to ensure no ponding occurs due to the building expansion. Discuss improvements to site security and lighting upgrades. Incorporate any requirements from the City of Los Angeles Building and Safety Departments due to the partial redevelopment of the site if any.
5. **Section 5: Hydraulic Analysis**. Prepare hydraulic calculations for proper pipe sizing when discharging a maximum of 2,000 gpm. Prepare hydraulic calculations to determine the headloss of the treatment system and its effect on the performance of Well 2A. Plot the system curve to the pump curve to determine the approximate total dynamic head of Well 2A when flowing the maximum capacity of the treatment system at 2,000 gpm.
6. **Section 6: Electrical, Instrumentation and Controls.** Describe the primary components of the electrical system, instrumentation and electrical load calculations. Confirm if the existing switchgear includes sufficient capacity to operate the existing facility and proposed treatment system. Detail the approach for inclusion of an emergency generator to back up the treatment plant and Well 2A and automatic load transfer scheme. This section will also include a motor drive cost-benefit analysis to evaluate an energy savings approach as well as consideration for an HVAC unit for the VFD panel.
7. **Section 7: Cost Estimate and Construction Schedule.** Prepare a preliminary engineer's cost estimate for construction appropriately itemized to assist with the bid schedule. Include a preliminary construction schedule for each phase of construction. Major construction phases will include but not limited to submittals, materials procurement, underground utilities, piping, valving, instrumentation, treatment equipment, building, power and controls equipment and site improvements.
8. **Appendices.** Appendices to be included, but not limited to, a rendering of the proposed building, composite utility base map, preliminary list of drawings and technical specification sections, 30% design plan sheets for civil, structural, architectural, mechanical, and electrical disciplines, 30% design plan sheets for site improvements and piping & instrumentation diagrams (P&ID).

Phase 3 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- PDR
- Meeting agenda and minutes

Phase 4: Final Design Phase

Drawings will be prepared in AutoCAD Version 2025, on 24-inch by 36-inch plan sheets in scale appropriate for the project. Submittals will be provided at the 60%, 90% and 100% levels. Plans will include a title, general notes, civil, mechanical, structural, architectural, electrical, and instrumentation and control sheets. Each discipline will include plan views, sections, and details as appropriate for clear direction of construction. Each submittal will also include San Fernando standard front ends, technical specifications and an engineer's cost estimate. Following each design submittal, a meeting will be scheduled with San Fernando to review and obtain comments.

SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

1. 60% Design

The 60% design drawings will include topography map, location and sizes of all above and below grade facilities and utilities, layout of the proposed treatment system and building floor plan, piping, valving, instrumentation, electrical and controls equipment, and generator. The 60% submittal will include title sheet with sheet index, plan, section, and detail sheets for major elements of mechanical structural, architectural, and electrical disciplines, and P&ID sheets. A detailed hydraulic profile of the existing and new facilities will be included. The drawings will also include control schematics, conduit, wiring, panel and lighting fixture schedules, block and loop diagrams, and panel layouts. Any applicable San Fernando and other public agency standard details will be incorporated into the drawings. The 60% submittal will also include the technical specifications and preliminary front-end documents. A cost estimate will be prepared for construction and operations and maintenance in accordance with industry standards. We will schedule a design workshop with San Fernando staff for a presentation of the project design, completion of tasks and schedule for future tasks.

2. 90% Design

Prepare detailed design plans for construction based on comments from the 60% design and workshop. The 90% design submittal will include substantial completion of the drawings in all disciplines. At a minimum, the following list of drawings will be included in the 90% submittal.

1. Title Sheet
2. General Notes Sheet
3. Sheet Index, Abbreviations, and Legend
4. Plant Process Flow Diagram
5. Hydraulic Profile Sheet
6. Overall Site Plan and SimPACK Layout
7. Demolition Plan
8. Site Improvement and Topographic Map
9. Grading and Drainage Plan
10. Yard Piping Plan
11. Yard Piping Sections
12. Yard Piping Details
13. Ion Exchange Vessel Plan and Elevations
14. Brine Tank Plan and Elevation
15. Brine Pump Plan
16. Brine Pump Sections
17. Architectural General Notes
18. Architectural - Treatment Building Floor Plan
19. Architectural - Treatment Building Elevations
20. Architectural - Treatment Building Elevations
21. Architectural - Treatment Building Roof Plan
22. Architectural - Treatment Building Sections
23. Architectural - Door Schedules and Details
24. Architectural - Building Door and Opening Details
25. Architectural - Building Wall Sections
26. Architectural - Detail
27. Architectural - Detail
28. General Structural Notes, Abbreviation and Legend
29. Structural Observation and Special Inspection
30. Building Foundation Plan and Floor Plan
31. Building Structural Roof Framing Plan
32. Building Structural Elevations & Section
33. Structural Details
34. Structural Details
35. Generator Foundation Plan and Section
36. Brine Tank and Brine Pump Skid Foundation Plan and Section and Anchor Details
37. Structural Details-Miscellaneous
38. Mechanical -Treatment Building Plumbing and HVAC Plan
39. Mechanical - HVAC Details
40. General Electrical Notes, Abbreviations, and Legend
41. Electrical Demolition Plan
42. Single Line Diagram and Load Schedules
43. Electrical Overall Site Plan
44. Power and Instrumentation Plan
45. Lighting and Grounding Plan
46. Connection Diagram – Sheet 1
47. Connection Diagram – Sheet 2
48. Conduit Block Diagram – Sheet 1
49. Conduit Block Diagram – Sheet 2
50. Electrical Details
51. P&ID Notes, Abbreviations, and Legend
52. P&ID IX-1 Treatment Big Filters
53. P&ID IX-1 Treatment Vessels – Sheet 1
54. P&ID IX-1 Treatment Vessels – Sheet 2
55. P&ID IX-1 Treatment Vessels – Sheet 3
56. P&ID IX-1 Treatment Brine System
57. P&ID IX-1 Treatment Waste System
58. P&ID IX-2 Treatment Big Filters
59. P&ID IX-2 Treatment Vessels – Sheet 1

July 24, 2025

SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

60. P&ID IX-2 Treatment Vessels – Sheet 2
61. P&ID IX-2 Treatment Vessels – Sheet 3
62. P&ID IX-2 Treatment Brine System
63. P&ID IX-2 Treatment Waste System

The 90% submittal will also include the substantially complete technical specifications, front-end documents finalized in each section that include the Notice to Inviting Bids, Instruction to Bidders, Bid Form, Agreement, General Conditions, Special Conditions, and required forms. Updates will be made to the cost estimate to reflect the 90% design documents. We will schedule a design workshop with San Fernando staff for a presentation of the project design, completion of tasks and schedule for future tasks.

3. Constructability Review

Perform a constructability review of the proposed facilities on the 90% design submittal. Identify any issues with constructability and include in the presentation for the design workshop. Provide solutions to mitigate these issues and apply to the design plans and construction documents.

4. 100% Design

Prepare the final PS&E package based on comments from the 90% design and workshop and ensure incorporation of conditions from all permits. All plans and documents will be signed and stamped by a California registered professional in each relevant discipline. The PS&E package is to be considered ready for bidding.

Phase 4 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- Plans, Specifications and Estimates
- Response to comments at each milestone
- Constructability assessment presentation

Phase 5: Permitting and CEQA

1. Permitting

All applicable permits will be researched, applications and relevant documentation prepared and submitted. Meetings will be scheduled and conducted with the approving agencies as necessary. The following permits will be included as part of a Permit Plan.

- Los Angeles Building and Safety. The project site is located within the City of Los Angeles. A building and safety permit is required for the extension of the existing building. Approval will also be required from the mechanical, electrical and plumbing divisions.
- Los Angeles Public Works. Permits must be obtained for the sewer connection to the City of Los Angeles sewer main. An S-Permit is needed for the sewer connection and a U-Permit is needed for excavation within public right-of-way.
- DDW. A permit amendment is required for the incorporation of the treatment facility to the existing well site.
- SCAQMD. A new operating permit must be obtained for the emergency generator.

2. CEQA Categorical Exemption

Civiltec will team with Meridian Consultants in preparing environmental documentation to support compliance with the California Environmental Quality Act (CEQA). The Project Team will work with San Fernando, acting as the Lead Agency, to confirm the project's eligibility for a Class 3 Categorical Exemption, which applies to small new construction projects. The tasks include preparing an initial Administrative Draft Categorical Exemption (CatEx) Findings document based on project data and technical studies, ensuring that all exemption criteria and exceptions are addressed. After review and acceptance by San Fernando, the document will be revised and finalized for official adoption and filing.

Phase 5 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- Permit applications
- Approved permits
- DWSAP Report
- Categorical Exemption

SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

Phase 6: Bid Phase Services

1. Pre-Bid Walkthrough

Prepare an agenda and minutes for the pre-bid walkthrough and conduct the on-site meeting in person presenting the project elements, special considerations, and general conditions of the contract. Answer any questions from bidders at the meeting.

2. Bid RFIs and Addenda

Obtain and respond to bidder written RFIs during the bidding period. Prepare addenda submitted to San Fernando for review and approval. Addenda to be issued to the contractors by San Fernando.

3. Bid Evaluation

Evaluate the submitted bidding documents by each contractor. Review for conformance and ensure all documentation is in adherence with the requirements of the bid. Verify unit costs and bid item totals equate to the total overall cost submitted. Provide recommendations for the selected contractor.

4. Pre-Construction Meeting

Prepare an agenda and minutes for the pre-construction meeting and conduct the on-site meeting in person presenting the project elements, contract requirements, and any changes during bidding. Answer any questions from the contractor at the meeting in writing.

Phase 6 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- Pre-bid meeting agenda and minutes
- Response to RFIs and bid addenda
- Bid result recommendation
- Pre-construction meeting agenda and minutes

Phase 7: Construction Phase Services

1. Shop Drawing Review

Review all shop drawings and material submittals within the timeframe specified in the contract.

2. RFIs

Review and provide written responses to all RFIs submitted by the contractor. Provide clarifications to the plans and specifications. Prepare sketches are revisions to the plans and specifications as necessary.

Phase 7 Deliverables

Deliverables will be available on hard copy and electronic format in all applicable file formats.

- RFI responses
- Shop drawing reviews

City of San Fernando – Engineering Design Services For Well No. 2a Blending Project For Nitrate Treatment – Project No. 7630

EXHIBIT "A"

NON-COLLUSION AFFIDAVIT

ENGINEERING DESIGN SERVICES FOR WELL NO. 2A BLENDING PROJECT FOR NITRATE TREATMENT – PROJECT NO. 7630

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

David Song, being first duly sworn, deposes and says that he is Principal, Principal Engineer
(Sole owner, partner, president, secretary, etc.)
of Civiltec Engineering, Inc.
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

07/24/2025
Date

Civiltec Engineering, Inc.
Bidder

Authorized Signature

David Song
Name (Print/Type)

Principal, Principal Engineer
Title

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On _____, 2025 before me, _____

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

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

(Notary Seal)

See Loose Certificate Attachment

_____

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SAN FERNANDO
WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On July 21 2025 before me, Candace Parra, a Notary Public
(Here insert name and title of the officer),

personally appeared David Song,

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

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

WITNESS my hand and official seal.

Candace Parra
Notary Public Signature (Notary Public Seal)

Candace Parra
Notary Public - California
Los Angeles County
Commission # 2411255
My Comm. Expires: July 22, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 7/21/25

CAPACITY CLAIMED BY THE SIGNER

- ☑ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONTRACT NO. 2424
EXHIBIT "B"

View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
   Customers with a scheduled Pickup
   - Your driver will pickup your shipment(s) as usual.

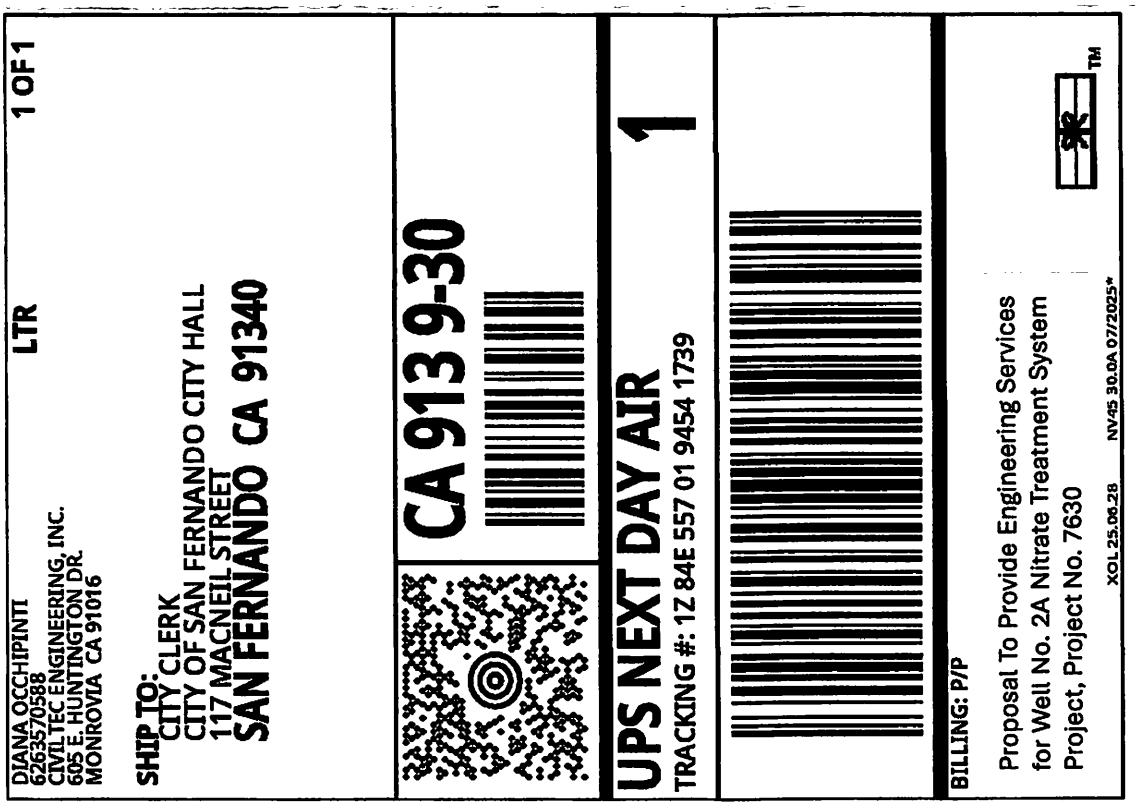
   Customers without a scheduled Pickup
   - Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
   - Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

UPS Access Point™
MICHAELS STORE # 3059
729 E HUNTINGTON DR
MONROVIA CA 91016-3613

UPS Access Point™
THE UPS STORE
710 S MYRTLE AVE
MONROVIA CA 91016-3423

UPS Access Point™
THE UPS STORE
1191 HUNTINGTON DR
DUARTE CA 91010-2400

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CITY OF SAN FERNANDO
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WELL NO. 2A NITRATE TREATMENT SYSTEM, PROJECT NO. 7630

CONTRACT NO. 2424
EXHIBIT "C"

Well No. 2A Nitrate Treatment System, Project No. 7630
City of San Fernando
PM25041
T&M NTE (25CA)
Date: July, 24, 2025

Scope of Work	HOURS								Geotech Converse (x1.15)	CEQA Meridian (x1.15)	Reimb. Expenses	TOTAL COST
	PIC $ 290.00	SrE $ 275.00	PrEE $ 250.00	SrSE $ 195.00	SE $ 180.00	PT $ 145.00	SM $ 210.00	2PS $ 295.00				
Phase 1 - Project Management	**50**	**24**	**28**	**4**	**4**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 29,600.00**
Task 1 - Kick-off Meeting	6	4	4	4	4							$ 5,340.00
Task 2 - Progress Meetings, Workshops and Agency Meetings	16	8	12									$ 9,840.00
Task 3 - Project Management	24											$ 6,960.00
Task 4 - Quality Assurance/Quality Control	4	12	12									$ 7,460.00
Phase 2 - Data Gathering and Site Evaluation	**10**	**4**	**8**	**20**	**44**	**0**	**4**	**28**	**$ 29,130.00**	**$ -**	**$ 650.00**	**$ 56,700.00**
Task 1 - Obtain and Review Existing Data	4		4	8								$ 3,720.00
Task 2 - Topographic Survey							4	28			$ 500.00	$ 9,600.00
Task 3 - Field Visits	4	4	4	4	4						$ 150.00	$ 4,910.00
Task 4 - Base Map				8	40							$ 8,760.00
Task 5 - Geotechincal Investigation	2								$ 29,130.00			$ 29,710.00
Phase 3 - Preliminary Design Phase	**8**	**32**	**32**	**40**	**80**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 41,320.00**
Task 1 - Preliminary Design Report (30% Submittal)	8	32	32	40	80							$ 41,320.00
Phase 4 - Final Design Phase	**22**	**88**	**88**	**150**	**300**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 135,830.00**
Task 1 - 60% Design	8	32	32	60	120							$ 52,420.00
Task 2 - 90% Design	8	32	32	60	120							$ 52,420.00
Task 3 - Constructability Review	2	8	8									$ 4,780.00
Task 4 - 100% Design	4	16	16	30	60							$ 26,210.00
Phase 5 - Permitting and CEQA	**20**	**0**	**0**	**28**	**0**	**40**	**0**	**0**	**$ -**	**$ 56,700.00**	**$ -**	**$ 73,760.00**
Task 1 - Permitting	16			28		40						$ 15,900.00
Task 2 - CEQA	4									$ 56,700.00		$ 57,860.00
Phase 6 - Bid Phase Services	**16**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 10,940.00**
Task 1 - Pre-Bid Walkthrough	4											$ 1,160.00
Task 2 - Bid RFIs and Addenda	4	8	8									$ 5,360.00
Task 3 - Bid Evaluation	4											$ 1,160.00
Task 4 - Pre-Construction Meeting	4	4	4									$ 3,260.00
Phase 7 - Construction Phase Services	**16**	**24**	**28**	**32**	**32**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ 30,240.00**
Task 1 - Shop Drawing Review	8	12	16	32	32							$ 21,620.00
Task 2 - RFIs	8	12	12									$ 8,620.00
HOURS	**142**	**184**	**196**	**274**	**460**	**40**	**4**	**28**				**1328**
BUDGET	**$ 41,180.00**	**$ 50,600.00**	**$ 49,000.00**	**$ 53,430.00**	**$ 82,800.00**	**$ 5,800.00**	**$ 840.00**	**$ 8,260.00**	**$ 29,130.00**	**$ 56,700.00**	**$ 650.00**	**$ 378,390.00**

PIC = Principal Engineer (PE)
PrEE = Principal Electrical Engr. (PE)
PE = Project Engineer (PE)
SE = Staff Engineer (EIT)
CAD = CAD Operator
Admin = Admin. Asst./Clerical
2PS = Two Person Survey Crew
SrE = Senior Engineer (PE)
PM = Project Manager
SrD = Senior Designer
D = Designer
JrE = Jr. Engineer (Intern)
CO = Construction Observer
SLS = Staff Land Surveyor (PLS)
SrPM = Sr. Project Manager
SrPE = Sr. Project Engineer (PE)
SrSE = Sr. Staff Engineer (EIT)
D/CAD = Designer/CAD Operator
PT = Planning Technician
SM = Survey Manager (PLS)
ST = Survey Technician

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8

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Wendell Johnson, Director of Public Works
Victor Meza, Water Operations Manager

Date: September 2, 2025

Subject: Consideration to Approve a Third Amendment to a Contract Services Agreement with Envirogen Technologies, Inc. for a Proprietary Ion Exchange Nitrate Removal Treatment System at the City's Groundwater Well 2A

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a Third Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Envirogen) (Attachment "A" – Contract No. 1920(d)) in an amount not-to-exceed the aggregate sum of $2,600,000, for the purchase of a proprietary 2,000 gallons per minute (GPM) Ion Exchange Nitrate Removal System at Well 2A;

b. Approve, as authorized under San Fernando Municipal Code (SFMC) Sections 2-804, 2-801(a)(1) and 2-801(b) of the San Fernando purchasing ordinance, to waive formal purchasing requirements to purchase special equipment and/or sole source purchases needed to be compatible with existing equipment to perform complex or unique functions; and

c. Authorize the City Manager, or designee, to execute the Amendment, subject to any non-substantive corrections or clarifications in consultation with the City Attorney.

BACKGROUND:

1. In 1992 the Environmental Protection Agency (EPA) set the Maximum Contaminant Level (MCL) for nitrate in drinking water at 10 mg/l (milligrams per liter). The EPA established this level to protect against the health risk of methemoglobinemia, also known as "blue baby syndrome".

2. On May 16, 2011, the City Council approved Contract No. 1661 for the purchase of a proprietary Ion Exchange Nitrate removal treatment system from Envirogen Technologies, Inc. for Well 7A.

3. In February 2012, Well 2A had a Nitrate reading at the MCL of 10 mg/l. To protect public health the well ended operation.

4. On December 2, 2013, the City Council approved a maintenance, repair, and warranties water services agreement (Contract No. 1729) with Envirogen to provide operation and oversight of the nitrate removal system installed at Well 7A.

5. On June 15, 2019, the City Council approved Contract No. 1920 with Envirogen to continue to provide Operations and Maintenance Services for the Nitrate Removal system at Well 7A (Exhibit "A" to Attachment "A").

6. In 2022, due to high levels of nitrate contamination impacting several of the City's Wells, the City utilized the Metropolitan Water District (MWD) Service connection to help supplement the water demand placed on the City's potable water system.

7. On November 9, 2023, the City received a $7,000,000 grant from the State Water Board for construction of a Nitrate Water Treatment System for Well 2A. Eligible work start date is from January 1, 2020, with final reimbursements request due date of March 31, 2026.

8. In January 2025, Well 2A water quality test detected 9 mg/l of Nitrates, which is almost at the Maximum Contaminant Level (MCL). Staff reduced the use of the well to keep the well below the MCL.

9. On June 17, 2025, staff received a proposal for the San Fernando Well 2 IX Nitrate Treatment System – Initial Design and Engineering in the amount of $71,000 for a 2,000 gpm system. (Exhibit "I" to Attachment "A").

10. On July 16, 2025, staff had a meeting with Envirogen to discuss total cost estimate for a new 2,000 gpm proprietary IX Nitrate Removal Treatment System, which is estimated to be $2.6 Million.

ANALYSIS:

Maintaining and upgrading the City of San Fernando's groundwater wells is critical to providing a safe, reliable, and sustainable water supply for residents and businesses. The City relies heavily on its four (4) active wells—Well 2A, Well 3, Well 4A, and Well 7A—which collectively meet system demand and currently keep nitrate levels within drinking water standards. Of these, Well 2A is the most critical, producing over 2,000 gpm and serving as a cornerstone of the City's potable water supply.

In November 2023, the City secured a $7 million State Water Board grant to construct a Nitrate Water Treatment System at Well 2A. While this funding has advanced design and treatment planning, additional resources are needed to complete the following projects:

1. Urgent repair of the existing well (Agenda Item No. 12, of this meeting).

2. Design for a new Nitrate Treatment System and expansion of the existing building to house the well and treatment system (Agenda Item No. 7, of this meeting).

3. Installation of a new Nitrate Removal Treatment System (Agenda Item No. 8, of this meeting).

4. Construction for the building expansion, once design is complete (future City Council action).

5. Installation of security measures (cameras, lighting, wall, etc.) at the water sites (future City Council action).

Nitrate levels at Well 2A are currently at 9 mg/L—just below the State's Maximum Contaminant Level (MCL) of 10 mg/L. Exceeding this limit would require shutting down Well 2A, significantly jeopardizing the City's water supply. To prevent this outcome, staff recommends urgent authorization to purchase a proprietary 2,000 gpm SimPack IX Nitrate Removal Treatment System from Envirogen, which has successfully operated at Wells 3 and 7A since 2018 and 2024.

The recommendation to stay with Envirogen is based on three (3) key factors:

1. **Operational consistency and cost efficiency** – Envirogen systems are already installed at Wells 3 and 7A. Staff is fully trained in their operation and maintenance, and spare parts are interchangeable between the systems, creating long-term cost savings.

2. **Proven success and permitting** – The City has already secured operational permits from the State Water Board for Envirogen's technology after several years of review. This same system is in use at many other water production facilities statewide and has a proven compliance track record.

3. **Demonstrated performance and streamlined operations** – Since going online in 2018 (Well 7A) and 2024 (Well 3), Envirogen's systems have consistently reduced nitrate levels well below the required MCL for drinking water. Using a single, uniform technology across multiple wells also simplifies training, maintenance, and oversight for Water Division staff.

Given the urgency of addressing rising nitrate levels at Well 2A, staff recommends the City Council waive formal bidding requirements and approve a Purchase Order with Envirogen for the design and installation of the nitrate removal system. City Ordinance No. 1653, adopted in April 2016, allows for the purchase of special equipment under SFMC Section 2-801 (a)(b). Specifically, subsection (1) permits limiting purchases to a specific product type or brand name if compatibility with existing equipment is required or if the equipment must perform complex or unique functions.

Envirogen has provided an initial design and engineering cost proposal in the amount of $71,000 to begin the first stages of the design and engineering portion of the project and is the work under urgency needs, due to the time constraints of the funding sources for this project. The initial proposal covers the first stage of the project for the implementation of a 2,000 gpm Ion Exchange Nitrate Removal Treatment System (Exhibit "B" to Attachment "A"). Total cost estimate for a new 2,000 gpm proprietary IX Nitrate Removal Treatment System is estimated at $2.6 million.

BUDGET IMPACT:

Funds for the purchase of the Well 2A proprietary Ion Exchange Nitrate Removal Treatment System qualify for reimbursement from a Department of Water Resources funded grant of $7 million dollar grant and originally appropriated in Fiscal 2023-2024. The funding was approved with allowable expenses ranging from dates January 1, 2020 – March 30, 2026. Additional details regarding the proposed funding sources and uses our outlined below:

SOURCES		
Fund	**Account Number**	**Allocation**
State Water Board Grant	010-3683-0857	$ 7,000,000
	Total Sources:	**$ $7,000,000**
USES		
Activity	**Account Number**	**Allocation**
Urgent Repair of Well 2A	010-385-0857-4600	$ 641,558
Installation of a New Nitrate Removal Treatment System	010-385-0857-4600	$2,600,00
Design for a new Nitrate Treatment System *(Base Price & Contingency)*	010-385-0857-4600	$435,149
Subtotal: Proposed Uses Pending City Council Approval:		*$3,676,707*
Remaining Balance Available for Use Towards Future Projects: • Construction for the Building Expansion • Installation of Well Site Security		*$3,323,293*
	Total Uses:	**$ $7,000,000**

CONCLUSION:

Staff recommends that the City Council approve a Third Amendment to the Contract Services Agreement with Envirogen (Attachment "A" – Contract No. 1920(d)) in an amount not-to-exceed the aggregate sum of $2,600,000, for the purchase of a proprietary 2,000 gallons per minute (GPM) Ion Exchange Nitrate Removal System at Well 2A; approve, as authorized under SFMC Sections 2-804, 2-801(a)(1) and 2-801(b) of the San Fernando purchasing ordinance, to waive formal purchasing requirements to purchase special equipment and/or sole source purchases needed to be compatible with existing equipment to perform complex or unique functions; and authorize the City Manager, or designee, to execute the Amendment, subject to any non-substantive corrections or clarifications in consultation with the City Attorney.

ATTACHMENT:

A. Contract No. 1920(d), including:
   Exhibit "A": Contract No. 1920
   Exhibit "I": Envirogen Proposal #24572 – Version 2.0

ATTACHMENT "A"
CONTRACT NO. 1920(d)

THIRD AMENDMENT
TO CONTRACT SERVICES AGREEMENT
(Envirogen Technologies, Inc.)

THIS THIRD AMENDMENT ("Third Amendment") to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated July 15, 2019, between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC. (hereinafter, "CONTRACTOR") is made and entered into this 2nd day of September, 2025 ("Effective Date"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, the CITY and CONTRACTOR are parties to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated as of July 15, 2019, for the performance of certain maintenance services for San Fernando Well No. 7 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A")**; and

WHEREAS, on April 5, 2021, the Parties executed a First Amendment, Contract No. 1920(a), amending Section 1.3 of the Master Agreement to increase the total annual not-to-exceed from $93,908.64 to a new annual not-to-exceed sum of $120,000 (A true and correct copy of the First Amendment is attached and incorporated hereto as **Exhibit "B")**; and

WHEREAS, at its meeting of August 16, 2021, the City Council of the City of San Fernando ("City Council") approved Purchase Order No. 12503 ("PO 12503") to authorize the performance of additional services by CONTRACTOR under the terms of a proposal of CONTRACTOR dated June 30, 2021, and entitled **"San Fernando Packaged Well 3 Nitrate Treatment System and Well 7A Controls Upgrade, Envirogen Proposal #24166"** (the "2021 Supplemental Proposal") (True and correct copies of PO 12503 and the 2021 Supplemental Proposal are attached incorporated hereto as **Exhibits "C"** and **"D"** respectively); and

WHEREAS, on November 1, 2021, the Parties executed that certain instrument entitled "Addendum to San Fernando Purchase Order 12503", Contract No. 1920(b) (the "2021 PO Addendum") amending and repealing certain provisions of PO 12503 (A true and correct copy of the 2021 PO Addendum is attached and incorporated hereto as **Exhibit "E"**); and

WHEREAS, on June 20, 2023, CITY approved payment of CONTRACTOR's Invoice No. 0013841-IN SUP 2 dated December 23, 2022 authorizing additional equipment off-loading at the project site for a total of $18,700 ("Change Order No. 1")(A true and correct copy of Change Order No. 1 is attached hereto as **Exhibit "F"**); and

WHEREAS, the Parties previously expanded the Scope of Services to include certain field engineering services to support CITY's operation of the Ion Exchange Treatment Systems (Plant 1 and Plant 2 located at 12900 Dronfield Avenue, Sylmar, CA; and

WHEREAS, the parameters of the contemplated additional services are set forth in that certain supplement proposal of CONTRACTOR entitled "Service Contract Amendment – Enviorgen Proposal – 25061" dated April 5, 2024 (hereinafter the "2024 Supplemental Proposal") (A true and correct copy of the 2024 Supplemental Proposal is attached and incorporated hereto as **Exhibit "G"**); and

WHEREAS, on November 18, 2024, the CITY and CONTRACTOR executed a Second Amendment to the Contract Services Agreement, Contract No. 1920(c), to formally approve and memorialize the extension of the contract for an additional two (2) years commencing as of July 15, 2024, with an option for a two-year extension. The Second Amendment also modified the scope of services further and authorized modifications to CONTRACTOR's compensation terms (A true and correct copy of the Second Amendment is attached and incorporated hereto as **Exhibit "H"**);

WHEREAS, Section 2-801 (Special equipment/supplies; sole source purchases) of the San Fernando Municipal Code ("Section 2-801") and the City's purchase manual allow the City to limit bidding to a specific product type, or a brand name product in purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions; and

WHEREAS, Section 2-801 further provides that commodities or services that can be obtained from only one (1) vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing city products are exempt from the competitive bidding requirements in Section 2-800 of the San Fernando Municipal Code and are deemed sole source purchases which may include proprietary items sold direct from the manufacturer; and

WHEREAS, Section 2-801 further provides that approval of any sole source acquisition shall be obtained from the City Council for an award of a contract for an amount exceeding $25,000.00; and

WHEREAS, the Parties wish to further modify the Master Agreement to purchase specialized and urgently needed equipment which must be purchased through CONTRACTOR given its compatibility with existing equipment and CONTRACTOR's processes; and

WHEREAS, this Third Amendment was approved by the San Fernando City Council at its meeting of September 2, 2025, under Agenda Item No. 9.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. For purposes of this Third Amendment, the term "Prior Contract Documents" is a collective reference to the Master Agreement, the First Amendment, the Second Amendment, PO 12503, 2021 PO Addendum, Change Order No. 1 and 2024 Supplemental Proposal. The Prior Contract Documents are attached and incorporated hereto as **Exhibits "A" through "H"** to this Third Amendment.

SECTION 2. By execution of this Third Amendment, the Parties agree that in addition to all services, tasks and equipment performed and provided by CONTRACTOR under the Prior Contract Documents, CONTRACTOR shall also provide that equipment and related services described and detailed in that certain proposal of CONTRACTOR dated June 17, 2025 and entitled **"Proposal for San Fernando Well 2 Nitrate Treatment System – Initial Design and Engineering"**, Envirogen Proposal #24572 – Version 2.0 (hereinafter, the "2025 Equipment Proposal") (the 2025 Equipment Proposal is attached and incorporated hereto as **Exhibit "I"**).

SECTION 3. CONTRACTOR shall provide the equipment and perform all related services and tasks referenced in the 2025 Equipment Proposal in accordance with the compensation terms set forth under Section 6.0 (Pricing) of the 2025 Equipment beginning at page 8. The foregoing notwithstanding, in no event may CONTRACTOR's total compensation for providing all equipment and/or performing all equipment, services and tasks under the 2025 Equipment Proposal shall not exceed the aggregate sum of **TWO MILLION, SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (the "2025 Equipment Proposal Not-to-Exceed Sum").

SECTION 4. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Prior Contract Documents, the provisions of this Third Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 5. Section 6.18 of the Master Agreement notwithstanding and notwithstanding any other term to the contrary in the Prior Contract Documents, this Third Amendment, together with the Prior Contract Documents constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in those documents and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Third Amendment.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

By: _____
Kanika Kith, Interim City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

ENVIROGEN TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACT NO. 1920

THE CITY OF SAN FERNANDO

CONTRACT SERVICES AGREEMENT
(Contractor: Envirogen Technologies, Inc.)
(Services: Maintenance Services for San Fernando Well No. 7)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 15th day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "City") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, City requires operations and maintenance services in connection with the City's ion exchange system for San Fernando Well No. 7; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the San Fernando City Council ("City Council") at its meeting of July 15, 2019 under Agenda Item 3 .

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

I.
SCOPE AND TERM OF SERVICES AND COMPENSATION

1.1 SCOPE OF SERVICES: Contractor shall perform those services and tasks described under the heading "Scope of Work" on page 2 of that certain proposal of Contractor dated April 10, 2019 and entitled **"Envirogen Technologies – Maintenance Service Contract Well No. 7"** which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Services"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and

timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services." This Agreement constitutes an "Order" within the meaning of Section 1 (Definitions) found on page 5 of the Scope of Services. The following provisions of the Scope of Services are hereby deleted and repealed and shall be of no force or effect:

(i) Subsections 3.4 through 3.7 of Section 3 found on page 6 of the Scope of Services;
(ii) Section 7 found on page 8 of the Scope of Services;
(iii) Section 8 found on pages 8 through 9 of the Scope of Services;
(iv) Section 9 found on page 9 of the Scope of Services; and
(v) Subsections 11.4 through 11.10 found on page 10 of the Scope of Services.

1.2 TERM: This Agreement shall have a term (hereinafter, "Term") of five (5) years commencing from the date the Agreement is signed by all of the Parties (the "Effective Date")

1.3 COMPENSATION: In consideration for Contractor's performance of the Services, Contractor shall be compensated in the lump sum amount of **Seven Thousand Eighty-Eight Dollars ($7,088)** per month (the "Monthly Not-to-Exceed Sum"), provided however, that the Monthly Not-to-Exceed Sum shall increase automatically by an amount equal to two percent (2%) of the most current Monthly Not-to-Exceed Sum once a year on 15th day of April of each year, commencing April 15, 2020. The foregoing notwithstanding, in no event may the Monthly Not-to-Exceed Sum exceed the sum of Seven Thousand, Eight Hundred Twenty-Five Dollars and Seventy-Two Cents ($7,825.72) during the Term of this Agreement nor may Contractor's total aggregate compensation during any single Contract Year exceed the sum of Ninety-Three Thousand, Nine Hundred Eight Dollars and Sixty-Four Cents ($93,908.64) without the prior approval of the City Council. City may suspend Contractor's performance pending such City Council approval. For purposes of this Agreement, the capitalized term "Contract Year" means any one-year period of time during the Term of the Agreement commencing from the Effective Date or each anniversary of the Effective Date thereafter.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Contractor will submit to City an invoice indicating the sums owed for the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred for City-authorized services or tasks that were performed during the recently concluded calendar month that are not included in the Scope of Services. If the amount of Contractor's compensation monthly compensation for City-authorized work performed that is not covered under this Scope of Services is a function of hours worked by Contractor's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the services or tasks, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand

total for all such services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Contractor in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA SERVICES: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Services but later determined by City to be necessary. Contractor shall not undertake, nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related sub-tasks set forth in the Scope of Services.

1.6 ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Contractor shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work satisfactorily performed up to the time of cessation or abandonment, less any deduction for any damages, costs or additional expenses which City may incur as a result of Contractor's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The City hereby designates the Director of Public Works and the Water Division Superintendent (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Director of Public Works shall be the City's chief City Representative. The City Representatives or their designee shall act on behalf of the City for all purposes under this Agreement. Contractor shall not accept directions or orders from any person other than the City Representatives or their designee.

2.2 CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Joe Gutierrez, Business Development Manager – West to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work or work product prepared by Contractor shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Contractor represents, acknowledges and agrees to the following:

A. Contractor shall perform all work skillfully, competently and to the highest professional standards of Contractor's profession;

B. Contractor shall perform all work in a manner reasonably satisfactory to the City;

C. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

D. Contractor understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;

E. Contractor shall perform all Services under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;

F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and

G. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this

Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services or tasks necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Contractor or on Contractor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Contractor, including but not limited to the representation that Contractor possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of Contractor are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Contractor or on behalf of Contractor in the performance of this Agreement. In recognition of this interest, Contractor agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of Contractor are not employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.

2.8 COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of San Fernando and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statues, codes, rules, regulations or ordinances.

2.9 SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:

A. Adequate life protection and lifesaving equipment and procedures;

B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or

lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

2.10. NON-DISCRIMINATION: In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by City in writing.

2.12. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

2.13. PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works contracts." If this is a "public works contract" pursuant to the California Labor Code and if the total compensation is One Thousand Dollars ($1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement shall be made available to interested parties upon request, and shall be posted at the Project site. In addition to the indemnification duties set forth under Article IV of this Agreement, Contractor agrees to indemnify, defend and hold free and harmless the City and City's elected and appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2.14. WARRANTY AGAINST DEFECTS. Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, Contractor shall be solely

responsible for the correction of those defects.

II.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).

3.2 REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

A. Commercial General Liability Insurance: Contractor shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;

B. Automobile Liability Insurance: Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage

occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

D. Error & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain Errors and Omissions Liability Insurance appropriate to Contractor's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the City Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: **(i)** the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or **(ii)** Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3.6 NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of

coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

3.7 DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.

3.8 SEPARATION OF INSUREDS; NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.

3.9 PRIMACY OF CONTRACTOR'S INSURANCE: All polices of insurance provided by Contractor shall be primary to any coverage available to City or City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

3.10 WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

3.11 VERIFICATION OF COVERAGE: Contractor acknowledges, understands and agrees, that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City of San Fernando. Accordingly, Contractor warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and**

endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

3.12 NOTICE OF TERMINATION: All policies of insurance required by this Agreement shall contain an endorsement providing that notice of cancellation will be provided to the City by Envirogen as soon as reasonably practical. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

3.13 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: **(a)** Order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's to failure to comply with the insurance requirements set forth under this Article.

3.14 SUBCONTRACTORS INSURANCE COVERAGE: Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.

3.15 NO LIMITATION ON LIABILITY: Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article V of this Agreement.

IV.
INDEMNIFICATION

4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense,

attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide City and City's elected and appointed officials, officers, employees, agents and volunteers with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect City as set forth herein.

4.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Article and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of Contractor under this Article will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.

4.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

4.8 Anything in this Article 4 or elsewhere in this Agreement notwithstanding, any liability of contractor under the order shall not exceed $1,000,000.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: City may terminate this Agreement for convenience and without cause or penalty at any time upon the issuance of thirty (30) days prior written notice to Contractor. Upon termination, Contractor shall be compensated only for that Services which have been satisfactorily rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Contractor in connection with the performance of the Services. Contractor shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 CONFIDENTIALITY: Contractor and Contractor's agents, subcontractors and employees in the course of their duties may have access to information and data concerning sensitive City infrastructure and other information of a confidential nature. Contractor covenants that all data, documents, discussions, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written authorization of the City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenants under this Section shall survive the termination of this Agreement.

6.2 OWNERSHIP OF DOCUMENTS; PUBLIC RECORDS ACT DISCLOSURE:

A. All reports, documents, information, findings and data including but not limited to, digitally or electronically stored computer data, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. Contractor shall deliver to City any reports, documents, information, findings and data, in any form, including but not limited to, digitally or electronically stored files, tapes, discs, data, audio tapes or any other Services-related items as requested by City at no additional cost.

B. Contractor is advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, digitally or electronically stored files, tapes or discs, furnished or prepared by Contractor, or any of Contractor's subcontractors or subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosures as required by the California Public Records Act (California Government Code Section 6250 et seq.)(the "Public Records Act"). All proprietary and other information received from Contractor by City, whether

received in connection with Contractor's s initial proposal to City or in connection with any work or services performed by Contractor under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act (Government Code Section 6250 et seq.); provided, however, that, if any information is set apart and clearly marked "trade secret" or "proprietary" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. The Contractor shall have sole responsibility for defense of the actual "trade secret" or "proprietary" designation of such information. The Parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of this subsection, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" or "proprietary" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

6.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Envirogen Technologies, Inc.
2627 Chestnut Ridge Road, Suite 260
Kingwood, TX 77339
Tel: 877.312.8950
Fax:909.980.4732

CITY:
City of San Fernando
Public Works Department
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Water Superintendent
Phone: 818-898-1222
Fax: 818-361-6728
E-mail: publicworks@sfcity.org

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

6.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.5 SUBCONTRACTING: Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked upon by Contractor.

6.7 PROHIBITED INTERESTS: Contractor warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in

favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto (including the Scope of Services), the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

6.18 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Contractor prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of San Fernando and one counterpart shall be delivered to the City. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO, a municipal corporation:

By: _____

Name: Nick Kimball

Title: City Manager

Date: 8/7/19

ENVIROGEN TECHNOLOGIES, INC.

By: _____

Name: Ronald T. Riley

Title: President

Date: 7/30/19

APPROVED AS TO FORM:

By: _____
Richard Padilla
Asst. City Attorney

Date: 8-5-19

EXHIBIT "A"

SCOPE OF WORK

Envirogen will continue O&M responsibilities for the San Fernando Well No.7 water treatment system in accordance with the service provisions in the existing contract. The scope of work to be provided will consist of the following:

1. Provide required routine and preventative maintenance and repairs of the treatment System. Scope includes onsite visits by service technician up to six (6) times per month.
2. Recommend consumables required for the proper operation of the treatment unit to treat the raw water.
3. Provide necessary calibration of all Envirogen provided instruments and analyzers.
4. Respond to maintenance and consult on operation issues, (24) hours per day, (7) days a week within the following response time breakdown
    a. Phone Call Response Time: 4 hours
    b. Non Critical Service Call Response Time: 24 hours
    c. Critical Service Call Response Time: 12 hours
    d. Unit Repair Request Call Response time: 36 hours
    e. Service visits outside of normal business hours will incur additional costs per rate sheet attached. Normal business hours as follows:
        i. Monday to Friday 8:00 am to 5:00 pm.
5. Participate in meetings, correspondence and other interactions with regulatory agencies associated with the treatment unit as reasonably requested by the City
6. Provide recommendations to the City to maintain efficient operation of the treatment equipment.
7. Remotely monitor the Treatment System via email updates and automated, phone-based communication.
8. Supply appropriately qualified and certified personnel who will assist in operating the treatment system as required by applicable law and in accordance with the Governmental Approval and manuals and instructions provided by Envirogen as part of the equipment sale.
9. Envirogen's operations team will maintain a log book and O&M reading sheets at the treatment system that summarizes all O&M activities.

CONTRACT NO. 1920(a)

2021
FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
(Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7)

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Contract Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7" originally executed 15th day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "CONTRACTOR" is made and entered into this 5th day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated July 15, 2019 and entitled "Contractor Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7", Contract No. 1920 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of the CONTRACTOR's total aggregate compensation in any single contract year as ONE HUNDRED and TWENTY THOUSAND Dollars ($120,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

CONTRACT NO. 1920(a)

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

City of San Fernando

DocuSigned by:
By: Nick Kimball
1041FC9C27C7499...
Nick Kimball
City Manager

Date: 04/06/2021 | 6:51 PM EDT

APPROVED AS TO FORM

DocuSigned by:
By: Richard Padilla
9E6768364A9F4FC...
Richard Padilla
Assistant City Attorney

Date: 04/06/2021 | 3:26 PM PDT

CONSULTANT

Envirogen Technologies, Inc.

DocuSigned by:
By: Ryan Sullivan
ACAD4F3801CC4D2...

Name: Ryan Sullivan

Title: VP Service and O&M

Date: 04/07/2021 | 5:02 AM PDT

CONTRACT NO. 1920(d)
EXHIBIT "C"

CITY OF San Fernando Historic & Visionary
117 Macneil St. San Fernando,California 91340
Telephone: (818) 898-1200

DATE	PO NUMBER
8/26/2021	12503

VENDOR: 890401
ENVIROGEN TECHNOLOGIES INC
DEPT 32
P.O. BOX 4346
HUSTON, TX 77210-4346

SHIP TO: FINANCE DEPARTMENT
CITY OF SAN FERNANDO
117 MACNEIL
SAN FERNANDO, CA 91340

FOB Point:
Terms: AP Net 30 days
Req. Del. Date:
Special Inst:

Req. No.: PW-00444
Dept.: PUBLIC WORKS DEPARTMENT
Contact: BAUMGARDNER, MATT
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		THIS IS A REVISED PURCHASE ORDER		
1.00		ION EXCHANGE SYSTEM WELL 3 AND SIM PACK	1,408,000.0000	1,408,000.00
		CONTROL UPGRADE FOR WELL 7A		
1.00		SUPPLY OF NITRATE SELECTIVE RESIN	76,000.0000	76,000.00
		Proposal No. 24166		
		6/30/2021		
1.00		PREPARATION OF A TECHNICAL AND	16,000.0000	16,000.00
		OPERATION REPORT		

SUBTOTAL	1,500,000.00
TAX	152,110.00
FREIGHT	0.00
TOTAL	1,652,110.00

BILL TO: CITY OF SAN FERNANDO
FINANCE DEPARTMENT
117 MACNEIL STREET
SAN FERNANDO, CA 91340

Transportation Charges Must be Prepared on All Purchase Where F.O.B. Point is Other Than San Fernando, CA Unless Specifically Othewise Authorized.

AUTHORIZED SIGNATURE

PURCHASING AGENT (FINANCE)

IMPORTANT: OUR PURCHASE ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufactoring , processing, branding labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constitued State or Federal authority , the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held by the manufactuer or seller against any penalty incurred and/or cost of defense of any proceeding designed to penalize the buyer therefore.

VENDOR COPY

Docusign Envelope ID: AD67B6F3-5EE8-4255-AF14-6D589E37D67E

ENVIROGEN TECHNOLOGIES

A Lifecycle Performance Company

SAN FERNANDO PACKAGED WELL 3 NITRATE TREATMENT SYSTEM

CITY OF SAN FERNANDO PROPOSAL





6/30/2021

Envirogen Proposal # 24166

877-312-8950
2627 Chestnut Ridge Rd, Suite 260, Kingwood, TX 77339
P.O. Box 5419, Kingwood, TX 77325-5419
www.envirogen.com

Docusign Envelope ID: AD67B6F3-5EF8-4255-AF14-6D589E37D67E

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Envirogen Technologies Confidential – Trade Secret and Proprietary Information

1.0 PROJECT SUMMARY AND APPROACH

1.1 INTRODUCTION

Envirogen Technologies, Inc. (Envirogen) has prepared this proposal for the design and supply of a SimPACK™ package Ion Exchange system for the City of San Fernando (City), California Well 3. This proposal was prepared based on the request from the City for an additional system to complement the existing Envirogen SimPACK™ system used for treatment of the City's Well 7A groundwater. In addition, this proposal also describes and incorporates a controls package upgrade for the existing Well 7A SimPACK™ unit.

1.2 PROPOSED APPROACH AND NEEDS

Feed water quality data from 2018 for Well 3 was provided by the City of San Fernando staff on June 16, 2021 in a document entitled "714946-1910143 - San Fernando-City, Water Dept. -2018 Gen Min., Gen Phy. & In-Org. (LR)." Currently, the City has one existing SimPACK treatment system at Well 7A. In the future, the City intends to blend the combined water sources from Well 3 and Well 7A, treating the combined nitrate concentration using the two SimPACK systems (existing and new). The ratio of water flow from each well is still being determined, but Well 3 has higher concentrations of nitrate (and many of the other water chemistry parameters) compared to Well 7A. Hence, Envirogen has designed the Well 3 treatment system assuming these higher Well 3 water quality parameters will require treatment (as provided in Tables 1a and 1b).

Table 1a – Influent and Target Effluent Concentrations

Analyte	Units	Influent Range	Effluent Target
Flow Rate	gpm	1,100	1,100
Nitrate (as N)	mg/L	≤14	≤ 8

Table 1b - Influent Water Modeling Assumptions

Analyte	Units	Influent Range
Sulfate	mg/L	≤71
Chloride	mg/L	≤46
Bicarbonate (asHCO3)	mg/L	≤260
Chrome (as Cr VI)	µg/L	≤3.0
Arsenic (Total)	µg/L	≤2.0
TDS	mg/L	≤470
Hardness (as CaCO3)	mg/L	≤330
pH	SU	6.7 -7.1
Iron	µg/L	≤880
Manganese	µg/L	≤6.7

Note: Chrome (as Cr VI) was shown to be ≤3.0 µg/L in 2018. A Well 3 sample should be retested in 2021.

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2.0 TECHNICAL OVERVIEW

2.1 PACKAGED ION EXCHANGE SYSTEM

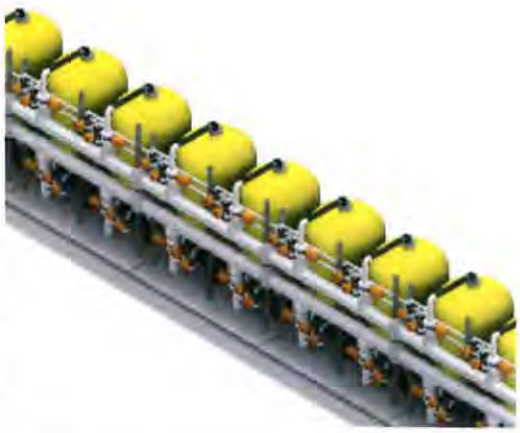
Envirogen's SimPACK ion exchange system allows for continuous on demand treatment with the use of regenerable ion exchange resins. Our automated system controls the flow of water for treatment, as well as regeneration and rinse cycles for exhausted bed vessels, to maintain a set number of beds for treatment of the target contaminant.

The major components of the system include:

- pre-filtration,
- ion exchange (IX) treatment vessels inside an engineered, equipment shelter container,
- regeneration system all controlled and monitored by a programmable logic controller (PLC) utilizing Envirogen SimPACK control logic.

The process begins with raw water, sent from the City's well field, to the pre-filtration unit where suspended solids greater than 5 microns are removed using standard bag-type filters. The prefiltration unit removes a large amount of Total Suspended Solids (TSS) and eliminates the need to backwash the IX vessels.

After being filtered, the water is then sent to Envirogen's SimPACK IX system where the nitrate is removed using proven IX technology. Envirogen uses a multi-bed design operated in a staggered mode process. The staggered bed is Envirogen's N+3 method which means that all but three of the vessels are online while two vessels are being regenerated and one vessel is in standby. This design provides the system treatment redundancy that is required by the California Water Resources Board (CWRB)-Division of Drinking Water, while producing a consistent effluent water quality that meets the target water quality requirements. Nitrate levels are monitored using an online nitrate analyzer that can measure alternately between the influent and effluent sample points.



Nitrates are exchanged for chlorides on the IX resin. Once a vessel is exhausted and removed from service, regeneration of the SimPACK system is controlled by the SimPACK PLC controller that regulates the flow of the regenerate, a sodium chloride (brine) solution, and rinse water into IX vessel(s). The concentrated (26%) brine is injected into the bottom of the IX vessel using a brine pump. Dilution water is injected into the IX vessel to reduce the brine concentration to approximately 12%. The brine is applied in counter-current process and is cascaded across two vessels to use the chloride ions most effectively in the solution. Once the regeneration process is complete, the vessels are rinsed using the treated effluent

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water in a cascading arrangement to minimize waste. The rinse water is partially recovered and used as make-up water for the brine tank. The remaining rinse water, along with the brine waste, is sent to the waste equalization tank. All steps in the regeneration process are designed to minimize waste generation. The actual daily volume of waste will be determined based on the final process set points and treatment system utilization.



The SimPACK system is controlled and monitored using a PLC controller accessed via a human machine interface (HMI) panel located inside the system container. The PLC monitors all key performance criteria, including nitrate levels, and provides all system notifications and alarms. In the event of a process issue or equipment failure, the PLC triggers an alarm, which can trigger a well(s) shutdown, ensuring that water quality is always maintained. The PLC is also capable of being remotely monitored and can be tied into the customer's SCADA system if desired. This system allows for minimal operator interaction for general operational conditions.

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3.0 DESIGN, SCOPE AND MANAGEMENT

Envirogen's proposed scope of supply is outlined below.

3.1 ION EXCHANGE SYSTEM EQUIPMENT

Envirogen will design, manufacture, and supply a packaged Ion Exchange system with support equipment for the treatment of well water as noted in Table 1a above. Table 2 below summarizes the major equipment included in Envirogen's proposed scope of supply.

Table 2 - Major Equipment List

Description of Item	Qty	Description (or equal)
Pre-Filter Skid Assembly Flange Common Inlet/Outlet Manifold, 304 Stainless Steel Ten (10)- #2 bag filter housing, each with 304 Stainless Steel Construction Swing Bolt Quick Release Covers with Vent port Isolation and Drain Valves Epoxy Coated Steel Skid Frame	1	Rosedale or Equal
SimPACK Ion Exchange System 8'-0" x 53'-0" Modified shipping container as Equipment Shelter 10- ø48" X 72" FRP IX vessels Motor operated Flow Valve for Flow, Regen and Rinse Control Internal Piping & Manifolds – Sch80 PVC 600 ft^3 of Strong Base Gel Anion Resin (Certified NSF-61) Main System PLC based Control Panel. NEMA 4 Wall Mount Enclosure 10" Color Touch Screen HMI Uninterruptable Power Supply for PLC, HMI and Comms Ethernet connection for plant integration Nitrate Sensor and Analyzer Miscellaneous, Instruments and transmitters for process measurement and control. Brine pump and filter assembly	1	Envirogen

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Table 2 - Major Equipment List		
Description of Item	**Qty**	**Description (or equal)**
Briner Maker Tank Assembly, 42 Ton Nominal 9,100 gallon 12' 0" ø x 12'-11" Rotational Molded HDXLPE Tank, SG 1.35 Natural Translucent Color Salt Fill Tube with Floor Stand, 304 Stainless Steel Tank Vent with Dust Bag Filter and Stand Seismic restraint assembly Miscellaneous process level control/ transmitters	1	Envirogen
SimPACK Control System Upgrade for Existing Well 7A unit This upgrade includes: One (1) Replacement Main Control Panel PLC with HMI Wall Mountable NEMA 4 Enclosure Allen Bradley Based PLC Control System Allen Bradley Touch Screen HMI Eight (8) Bed Control Panel Upgrades Wall Mountable NEMA 4 Enclosures Remote I/O Modules with Ethernet Connections Terminal Strips for Valve Wiring Connections.	1	Envirogen
OPTION 1 600 ft^3 of Nitrate Selective Resin (Certified NSF-61)	1	Envirogen

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3.2 PROJECT ENGINEERING DELIVERABLES

The engineering deliverables for the system will include the following documents:

- General Arrangement Drawings
- Detailed Process Specification
- Process Flow Diagrams
- Piping and Instrumentation Diagrams
- Utility Requirements
- General Process Piping Layouts
- Schematic Wiring Diagrams
- Project Schedule

3.3 OVERSIGHT OF SUBCONTRACTED SERVICES

Envirogen will have oversight of various subcontracted services. Responsibilities will be to ensure the quality of the work and that the required schedules are maintained. The following subcontracted services will be managed:

- Pre-manufacturing of components
- Skid assembly
- Equipment inspections (prior to delivery)

3.4 OPERATING AND MAINTENANCE MANUAL

Equipment manuals as well as data and specifications will be compiled into binders. One electronic copy of the final O&M Manual will be delivered in final form no later than 120 working days after process startup. The O&M Manuals will include the following sections:

- Table of Contents
- Operating and Maintenance instructions
- Copies of Equipment Layout Drawings with record comments
- Detailed process description
- Copy of the "Bill of Material"
- Copies of component equipment O&M manuals supplied by the manufacturer.
- Recommended Operator Log Sheet

3.5 EQUIPMENT NOTES & CLARIFICATION

- The proposed unit is a modern-day equivalent of the existing SimPACK treating Well 7A water. Although the physical configuration of the unit is different, the unit will have the same general process and functionality as the existing unit.
- All material in contact with the water shall be food grade or NSF 61 compliant.
- All commodity items (valves, motor driven equipment, instruments, equipment skids, etc.) will be manufacturer's standard or as stated in catalog cuts.
- All motors will be TEFC.

- All items located inside the SimPACK Equipment Shelter will be piped and wired together for ease of installation at site. Connections to external wiring or piping shall be done by installing contractors.
- The Supplied Uninterruptable Power Supply (UPS) is design to provide power to just the PLC, HMI and network communication. It does not supply power to outputs external instruments or valves.
- The Pad for the installation of the SimPACK unit should be flat and level. Shimming of the container may be required to ensure the container frame sits proper and square.
- The Control System Upgrade only includes the supply of the control panels. Removal of the existing main panel and bed control panels, as well as the installation and wiring to the existing unit shall be by the installing contractor. Envirogen will provide site supervision for this activity, with one person on site for up to ten (10) man-days.
- Motor selection will be by the equipment manufacturer based on the performance requirements of the equipment. For pumps, motors will be sized for end of curve horsepower rating.
- PLC, HMI and I/O modules will be Allen Bradley. Ethernet communication will be AB TCP/IP protocol.

3.6 FIELD AND TECHNICAL SERVICES

This proposal includes the following for Technical Support for assistance during installation, review of installation, and start-up. All services to be provided during normal business hours Monday thru Friday between 7am and 3pm.

Envirogen has included time for One (1) Technician for up to two (2) trips for five (5) days each for a total of ten (10) days onsite. We estimate the trips to involve the activities:

- Mechanical installation check-out
- Supervision of initial loading of media (by others)
- Start-up support assistance
- Operator training, 1 session 4 hours

Any additional services or time, if requested by the Owner or contractor, shall be invoiced based on Envirogen's published or prevailing rates. Expenses associated with any additional Envirogen labor including travel, will be invoiced at Cost plus 15%.

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3.7 CLIENT-FURNISHED ITEMS

- Coordination of information that may impact Envirogen's ability to fulfill its obligations as set forth in this Proposal and attachments hereto.
- All required permits including construction and environmental permits.
- Space for storage and on-site equipment staging.
- Site security fencing, lighting, safety, and fire prevention equipment (eyewash, showers, fire extinguishers, etc.).
- Design and Construction of a concrete foundation for the supplied equipment
- Offloading of all equipment upon arrival at the site.
- Installation of the Envirogen supplied system including interconnecting piping and electrical, as well as loading of media.
- Designated area for equipment installation.
- Site piping to and from the individual system equipment limits.
- Supply and hook-up of electrical power feed, 3 phase 460 volt and single phase 120-volt systems.
- Provide influent feed water flow meter to each IX treatment unit.
- Provide for wiring of customer-supplied influent water flow meter to provide a signal to each IX treatment unit.
- Initial disinfection and associated testing prior after installation.
- Salt / Brine supply for start-up and post start-up operations.
- Provide information and definition of site hazardous area classification.
- Piping insulation or freeze protection (if required).
- Connection and integration to Plant SCADA or RTU system.
- Performance Testing equipment rental and analytical services.
- Provide for Contractor to perform system hydro test and any necessary repairs, to perform disinfection and obtain necessary permitting of system prior to performance testing, and labor required to correct deficiencies in the installation of the equipment during acceptance and performance testing.
- Provide flow-to-waste capability and disposal of water, chemical and other waste produced during start-up, testing and demonstration of the treatment system.
- Provide all necessary well pump controls for staging, sequencing, blending controls and interface with SimPACK unit.
- Provide necessary piping, valves and equipment to limit feed pressure to less than 150 psi and to protect the SimPACK unit from damage as the result of over-pressurization, surge and water hammer.
- Provide necessary equipment to maintain a minimum of 35 psi backpressure on the discharge side of the SimPACK unit.
- Characterize waste profile of generated brine.
- Prepare and submit CWRB-DoD permit package.
- For the Well 7A Control Package Upgrade Scope, removal and disposal of existing Control panels from Well 7A unit.

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4.0 PRICING

4.1 ION EXCHANGE SYSTEM EQUIPMENT

The pricing for the Scope of Work and Equipment in Section 3 is:

Ion Exchange System Well 3 and SimPACK Control Upgrade for Well 7A..... $1,408,000.00

Option 1 (Adder)- Supply of Nitrate Selective Resin $76,000.00

4.2 TERMS & CONDITIONS

- This proposal is valid for 30 days.
- Payments are NET 30 from invoice issuance.
- Except as otherwise noted herein, this price(s) stated does not include any sales, use, excise or similar taxes, fees, permit costs, etc.
- Pricing provided includes delivery as DAP (INCO 2013) job site.
- Envirogen Standard Terms and Conditions shall apply (See Appendix A).
- This Proposal/Offer and its appendices must be attached to or incorporated by reference in any purchase/change order
- Payment Milestones shall be as shown in Table 3.
- Refer to Section 4.3 for escalation clause requirements.

Table 3 – Payment Milestones		
Milestone #	**Event**	**Percent of Contract Value**
1	**Upon Submittal of the Project-Specific Drawings** Submittals will occur in stages and will be invoiced as 1) Process Submittal – 10% 2) Mechanical Submittal – 10% 3) Electrical Submittal – 10% *One invoice will be submitted as each submittal occurs.*	30%
2	**Upon the Issuance of Major Equipment Purchase Orders** This milestone shall be invoice upon presentation of unpriced copies of Envirogen's Purchase orders for major Component (Container, Vessels, Controls Panels and Resin) to be supplied. *One invoice will be issued for this milestone.*	35%
3	**Upon the Notification to Ship Equipment** This milestone shall be invoiced Upon the earlier of (i) Shipment of the Equipment or (ii) 30 calendar days following the date buyer is notified the equipment is ready to ship. *This invoice may be prorated based on the equipment shipped or available to ship.*	30%
4	**Upon Commissioning of System** This milestone shall be invoiced upon the earlier of (i) successful commissioning/start-up of the system, or (ii) 60 calendar days following the installation of the equipment or (iii) 120 calendar days following the date that Envirogen provides notice that the major equipment was ready to ship.	5%

4.3 ESCALATION CONCERNS & CLAUSE

Due to the current market volatility, at any time before client release for fabrication, the price of materials significantly increases, through no fault of Envirogen, the price (for the Ion Exchange System) shall be equitably adjusted by an amount reasonable and necessary to cover such increase. As used herein, a significant price increase shall mean any increase in price equal to or exceeding 3% experienced by Envirogen from the date of this proposal.

Escalation of Envirogen's price shall apply in the event of an increase in prices of metals, metal products, PVC products and Fiberglass Reinforced products as measured by the following indices:

1. **Index:** PPI Commodity data for Metals and metal products-Hot rolled steel bars, plates, and structural shapes, not seasonally adjusted.

   Issuer: Bureau of Labor Statistics / United States Department of Labor.

   Series ID: WPU101704

   http://data.bls.gov/timeseries/wpu101704
2. **Index:** PPI Commodity data for Plastics Material and Resins Manufacturing, not seasonally adjusted.

   Issuer: Bureau of Labor Statistics / United States Department of Labor.

   Series ID: PCU

   https://data.bls.gov/timeseries/PCU325211325211

Envirogen's price shall be adjusted upward, if there is an increase in price equal to or exceeding 3% and the increase shall be measured using the formula and indices from the base date of this proposal. The increase shall be calculated as:

[PO value * .85 * ((16% * Metals $Index_{PO}$/Metals $Index_{Prop}$) + (40% * Plastics $Index_{PO}$/Plastics $Index_{Prop}$))] – (PO value * .85)

Where:

- 16% is the percentage of the total proposed value represented by the affected metal products.
- Metals $Index_{po}$ is the Metals index value for the month of release of purchase orders to suppliers.
- Metals $Index_{Prop}$ is the Metals index value for the month of this proposal.
- 40% is the percentage of the total proposed value represented by the affected plastic products.
- Plastics $Index_{po}$ is the Plastics index value for the month of release of purchase orders to suppliers.
- Plastics $Index_{Prop}$ is the Plastics index value for the month of this proposal.

No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless Envirogen's failure to deliver or perform according to the delivery schedule results from causes beyond Envirogen's control and without its fault or negligence, within the meaning of the Default clause.

The aggregate of the increases to the contract price made under this clause shall not exceed 10 percent of the original price.

5.0 SCHEDULE

Envirogen will engineer and submit required drawings as shown in Table 4 below.

Table 4- Estimated Schedule

Task Milestone	Estimated Dates
Submittal of Engineering Drawing	12 weeks After Receipt of Order
Client Review Period	2 Weeks (10 days) After Submittal
Notice of "Ready" to Ship	24-28 Weeks after Submittal Approval
Completion of Site Testing / Startup	1 Week

While drawings are issued for approval, they are intended for informational purposes only.

All drawings will remain the property of Envirogen and may not be used by others for fabrication.

Submittal documentation shall be provided electronically in PDF including the operations and maintenance documentation.

Any request by Client to either accelerate or delay a deliverable date described above for any reason other than an event of force majeure, shall require a mutually acceptable change order pursuant to Section 12.5 of Envirogen's General Conditions attached as Appendix A. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

APPENDIX A

GENERAL CONDITIONS FOR THE SALE OF PRODUCTS AND SERVICES
BY ENVIROGEN TECHNOLOGIES, INC. (ETIGC #180131)

GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

ETIGC #180131

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user if not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of Purchaser. To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of a Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem

reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 6.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

6.3 Services. Envirogen warrants as follows:

A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.

B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

6.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 **ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.**

6.7 Purchaser may assign Envirogen's warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

7. Indemnification.

7.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

7.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract,

breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or $1,000,000.

8. Confidential Information.

8.1 Purchaser agrees that all information related to Envirogen's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain Envirogen's exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody Envirogen's Confidential Information.

8.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 7.2. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by Purchaser was either generally available to the public or in Purchaser `s possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

9. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

10. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following insurance coverages:

Coverage	**Policy Limits**
Workers' Compensation	Statutory

Coverage	Policy Limits
Employer's Liability Insurance	$1,000,000 per accident or disease
Commercial General Liability	$1,000,000 per occurrence and including contractual liability; and $1,000,000 in the aggregate
Automobile Liability Policy	$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

11.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

ADDENDUM TO SAN FERNANDO PURCHASE ORDER 12503
(Parties: Envirogen Technologies, Inc. and the City of San Fernando)

THIS ADDENDUM ("Addendum") to San Fernando Purchase Order No. 12503 (the "PO") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC. (hereinafter, "VENDOR") is made and entered into this 1st day of November 2021 ("Effective Date"). For purposes of this Addendum, the capitalized term "Parties" shall be a collective reference to both CITY and VENDOR. The capitalized term "Party" may refer to either CITY or VENDOR interchangeably as appropriate.

RECITALS

WHEREAS, at its meeting of August 16, 2021, the City Council of the City of San Fernando ("City Council") approved by way of the PO that certain proposal of VENDOR dated June 30, 2021 and entitled "San Fernando Packaged Well 3 Nitrate Treatment System and Well 7A Controls Upgrade, Envirogen Proposal #24166" (the "Proposal"); and

WHEREAS, the City Council's approval of the Proposal was subject to certain proposed terms, modifications and exceptions set forth in the Proposal; and

WHEREAS, the Parties wish to memorialize the terms, moficiations and exceptions set forth in the Proposal by way of this Addendum to the PO; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Parties further agree as follows:

A. Sections 16 and 17 of the PO are repealed and shall be of no force or effect and shall be superseded and replaced by the text of Section 7.1 and 7.2 of Appendix A of the Proposal. The foregoing notwithstanding, the last sentence of Section 7.2 of Appendix A of the Proposal commencing with the words "Anything in the Order…" is amended in its entirety to state: "Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate sum of $1,500,000."

B. Work performed by the following subcontractors and/or subconsultants of Vendor in the furtherance of Vendor's performance under the Agreement shall not constitute an assignment within the meaning of Section 14 (Assignment of Contract) of the PO.

C. Section 7 (Invoices) of the PO notwithstanding, the Parties agree that invoices may be submitted by Vendor to City via electronic mail delivered to the following electronic mail address or such other address as the City may redesignate from time to time: PublicWorks@sfcity.org. The words "no later than the 5th day after shipment is made" are amended to "no later than the 30th day after shipment is made."

D. The text of Section 5 Force Majeure of Appendix A of the Proposal is hereby incorporated by this reference into the agreement.

E. Section 12 (Warranty) of the PO is repealed and shall be of no force or effect and shall be superseded and replaced by the text of Section 6 (Warranties) of Appendix A of the Proposal.

F. In addition to the equipment, tasks and services contemplated under the PO and the Proposal, the Parties agree that Vendor shall also provide those supplemental services and tasks set forth in Exhibit "A" to this Addendum (hereinafter, the "Supplemental Services"). In consideration for Vendor's performance of the Supplemental Services, City shall pay Vendor a sum of One Million, Six Hundred-Fifty Two Thousand, One Hundred and Ten Dollars ($1,652,110) payable per the schedule outlined in the Proposal.

SECTION 2. In the event of any conflict or inconsistency between the provisions of this Addendum and the provisions of the PO or the Proposal, the provisions of this Addendum shall govern and control, but only in so far as such provisions conflict with the PO and the Proposal and no further.

SECTION 3. The PO and the Proposal as modified by way of this Addendum, constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters address in those documents and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Vendor prior to the execution of this Addendum. The capitalized term "Agreement" as used herein shall refer to the PO, the Proposal and this Addendum, collectively. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement shall be valid and binding unless in writing and duly executed by the Parties in the form of a written amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed on the day and year first appearing above.

[SIGNATURE PAGE TO FOLLOW]

CITY:

City of San Fernando

By: DocuSigned by: Nick Kimball 1041FC9C27C7499...
Nick Kimball, City Manager

Date: 11/09/2021 | 2:21 PM PST

APPROVED AS TO FORM

By: DocuSigned by: Richard Padilla 9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 11/09/2021 | 8:39 AM PST

VENDOR:

Envirogen Technologies, Inc.

By: DocuSigned by: Joe Higgins F1197902D45245F...

Name: Joseph P Higgins

Title: Group CEO

Date: 11/05/2021 | 10:55 AM PDT

Exhibit A (10/25/2021)

1.0 INTRODUCTION

Envirogen Technologies, Inc. (Envirogen) has prepared this Exhibit A as a supplemental document to the Proposal 24166 (dated June 30, 2021). It contains four additions to the Proposal and defines a price adder for additional services requested by the City of San Fernando.

2.0 ADDITIONS

2.1 PERMIT ASSISTANCE

Envirogen was requested to provide assistance with the local regulatory authority in providing technical and operational documents to enable the Well 3 treatment system to be permitted. Envirogen's engineering staff will provide up to 80 hours of labor assisting City of San Fernando staff in crafting of the required technical documents required by the regulator to achieve the permit of operation. If more time is needed or special travel arrangements required to fulfil this obligation, a change order will be required to continue and complete the work. If a California professional engineer's stamp is required on any documents, Envirogen can offer a California Civil PE stamp. If another discipline of engineering is demanded by the regulator, then a change order will be required to cover such specific additional costs. Envirogen's scope of work for this effort will be:

- Attend up to two preliminary telephonic/virtual meetings for initial questions and discussions with the State regulator.
- Prepare DRAFT technical documents for the City of San Fernando in support of their permitting efforts.
- After submittal of DRAFT documents, attend up two additional telephonic/virtual meetings for follow-up questions and discussions with the State regulator.
- Prepare FINAL technical documents for the City of San Fernando in support of their permitting efforts.
- If required, provide a State of California Civil Engineering stamp on submitted documents.

2.2 TAXES ON EQUIPMENT

For the equipment provided in the Proposal 24166, priced at $1,484,000.00, this must be taxed based on the City of San Fernando tax rate of 10.25%. Hence, this added pricing is provided in Section 3.0.

2.3 MODIFICATION OF ESCALATION FORMULA

Within Section 4.3 (ESCALATION CONCERNS & CLAUSE) of Proposal 24166, the wording is updated to read:

Envirogen's price shall be adjusted upward, if there is an increase in price equal to or exceeding 3% and the increase shall be measured using the formula and indices from the base date of this proposal. The increase shall be calculated as:

*((PO Value *.85*%Metals) * (Metals Index$_{PO}$-Metals Index$_{Prop}$)/Metals Index$_{Prop}$) + ((PO Value * .85* %Plastic) * (Plastics Index$_{PO}$-Plastics Index$_{Prop}$)/Plastics Index$_{Prop}$)))+ PO value*

Where:

- *Metals Index$_{po}$ is the Metals index value for the month of release of purchase orders to suppliers.*
- *Metals Index$_{Prop}$ is the Metals index value for the month of this proposal.*
- *Plastics Index$_{po}$ is the Plastics index value for the month of release of purchase orders to suppliers.*
- *Plastics Index$_{Prop}$ is the Plastics index value for the month of this proposal.*

2.4 PERFORMANCE TESTING

For clarity, a Commercial Operation Date is now defined and shall mean that date upon which the SimPACK™ system is fully installed and operational, has been tested and is capable of treating water within the design specifications described per Proposal 24166. The SimPACK™ system when installed, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, shall, at the time of performance testing immediately following the Commercial Operation Date, be capable of consistently treating Influent Raw Water at the flow rate and water chemistry as defined in Tables 1a and 1b of the Proposal 24166, such that the target effluent concentration for nitrate is met. Once this performance testing is demonstrated and the target effluent criteria achieved, Envirogen will have met its obligation under this PO and its scope of work/services will be considered complete.

3.0 PRICING

The pricing for the original equipment from Proposal 24166 and the updated adders to the pricing per the details of Sections 2.1 and 2.2 of this Exhibit A are:

Ion Exchange System Well 3 (with nitrate selective resin) and SimPACK

Control Upgrade for Well 7A……$1,484,000.00

Taxation on Equipment (10.25% on $1,484,000.00)……..$152,110.00

Permit Assistance……$16,000.00*

*This amount is for 80 hours of labor and no associated travel. Any time or expenses beyond this amount will require a change order based on Envirogen's published/prevailing rates, with expenses at Cost plus 15%.

This "adder pricing" is part of the overall pricing of the Proposal 24166, with Section 4.2 TERMS & CONDITIONS applicable.

CONTRACT NO. 1920(d)
EXHIBIT "F"

ENVIROGEN TECHNOLOGIES

INVOICE

PLEASE REMIT TO:
Envirogen Technologies
Dept 32, P.O. Box 4346
Houston, TX 77210-4346

TO (CLIENT):
City of San Fernando
Finance Department
117 Macneil Street
San Fernando, CA 91340
Attn:
PublicWorks@sfcity.org
Matt Baumgardner

PROJECT: PW-00444
CONTRACT DATE: 8/26/2021
PO/CONTRACT NO:

INVOICE NO: 0013841-IN SUB 2
PERIOD TO: 12/23/2022
TERMS: NET 30
ENVIROGEN JOB NO: 1608-103

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
CO 001	12/01/12	$18,700.00	
TOTALS		$18,700.00	$0.00
Net change by Change Order			$18,700.00

1. ORIGINAL CONTRACT SUM	$1,500,000.00
2. Net change by Change Order	$18,700.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$1,518,700.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	$1,428,500.00
5.RETAINAGE AT 0%	
a. Completed Work (Column D+E)	$0.00
b. Stored Material (Column F)	$0.00
Total Retainage (Line 5a + 5b or Total in Column I)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$1,428,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$1,409,800.00
8. CONTRACT PAYMENT DUE	$18,700.00
9.TAX ON CURRENT PAYMENT	$0.00
10. CURRENT PAYMENT DUE	$18,700.00
11. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$90,200.00
12. TAX BALANCE ON CONTRACT	$5,668.75
13. TOTAL CONTRACT BALANCE	$95,868.75

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	H BALANCE TO FINISH (C-G)	I RETAINAGE AT 0%
1	30% of PO value, Upon Submittal of Design Diagrams & Drawings Invoice to be issued as follows:								
	(a) 10% on Process Submittal	$148,400.00	$148,400.00	$0.00	$0.00	$148,400.00	100.0%	$0.00	$0
	(b) 10% on Equipment/Mechanical Submittals	$148,400.00	$148,400.00	$0.00	$0.00	$148,400.00	100.0%	$0.00	$0
	(c) 10% on Electrical and I&C Submittals	$148,400.00	$148,400.00	$0.00	$0.00	$148,400.00	100.0%	$0.00	$0
2	35% of PO value, Upon Issuance of Major Item Purchase Orders	$519,400.00	$519,400.00	$0.00	$0.00	$519,400.00	100.0%	$0.00	$0
3	30% of PO value, Upon the earlier of (i) Shipment of equipment (ii) 30 calendard days after notice of "Ready to Ship" Invoice to be prorated based on material shipped or notified	$445,200.00	$445,200.00	$0.00	$0.00	$445,200.00	100.0%	$0.00	$0
4	5% of PO value, Upon the earlier of (i) Sucessful Commissioing/Startup (ii) 60 calendar days Following installation (iii) 120 Calendar days from shipment or notice of Ready to ship	$74,200.00	$0.00	$0.00	$0.00	$0.00	0.0%	$74,200.00	$0
5	Supplemental Engineering Services Per PO Exhibit A	$18,000.00	$0.00	$0.00	$0.00	$0.00	0.0%	$18,000.00	$0
6	Change Order 001, Equipment Offloading and Placement	$18,700.00	$0.00	$18,700.00	$0.00	$18,700.00	100.0%	$0.00	$0
	CONTRACT TOTALS	$1,518,700.00	$1,409,800.00	$18,700.00	$0.00	$1,428,500.00	94.1%	$90,200.00	$0.00
	Sales Tax (San Fernando, CA) 10.25% Taxable Amount $ 1,484,000.00	$152,110.00	$144,504.50	$0.00	$0.00	$146,421.25	96.3%	$5,689	$0
	TOTALS	$1,670,810.00	$1,554,304.50	$18,700.00	$0.00	$1,574,921.25	94.3%	$95,888.75	$0.00

ALEX M. 5.23.23
ACCT: 070-384-0857-42600
IX-UNIT #2 DELIVERY
PO #12737

Approved

PROCESSED FOR PAYMENT
DATE 5/25/23
DEPARTMENT PW
WARRANT DATE 6/20/23
FINANCIAL APPROVAL
"ONLY ORIGINALS ARE PROCESSED FOR PAYMENT"

April 5, 2024

Mr. Alex Mendez
120 Macneil St.
San Fernando, CA 91340
(818) 898-1293
AMendez@sfcity.org

RE: Service Contract Amendment
Envirogen Proposal-25061

Dear Mr. Mendez:

Please find below Envirogen Technologies, Inc.'s (Envirogen) field engineering services to support the City of San Fernando's operation of the Ion Exchange Treatment Systems (Plant 1 and Plant 2) located at 12900 Dronfield Avenue, Sylmar, CA 91342. The pricing is offered in response to a request to add Plant 2 into the existing agreement between Envirogen and San Fernando. Envirogen is pleased to offer a 2-year support agreement with the City of San Fernando. The support agreement will be effective for a term of (2) years with a (2) year extension, beginning upon immediate agreement to this amendment.

Other elements of the proposal are subject to change due to the nature of the items and services offered for sale.

EQUIPMENT, PARTS, MATERIALS, SALT

- The sale of equipment, parts and materials requested by the "City" as needed to maintain the treatment systems will be handled under separate proposal on a case-by-case basis.
- Envirogen may provide San Fernando delivered salt used by the system when requested by San Fernando. Each salt delivery shall be handled on a case-by-case basis when requested.
- Analytical testing of water, resin or brine will be quoted upon request.
- City of San Fernado will be charged a monthly rate for up to 8 visits per month (8 hours per day including travel) by a qualified Envirogen Service Technician. Any visit exceeding the eighth visit in one month will be charged per the attached rate sheet, including travel time. All Support services after the eigth visit must be approved by the City of San Fernando personnel before any Envirogen Service Technician performs the necessary assistance.
- Emergency Response: Any afterhours emergency call out will be included in the 8 monthly visits. Once the 8 monthly visits have been consumed, all site visits thereafter in a given month will be charged per the attached rate sheet, including travel time.

FIELD SERVICE AND FIELD ENGINEERING SUPPORT PRICING

2-year Service Fees	Price
Monthly Service Fee includes: Year 1 - Onsite Field Services (up to 8 visits / mo.) Support Services	***$9,750** **Per Month** **Taxes NOT included**
2-year Extension Service Fees	**Price**
Monthly Service Fee includes: Year 1 - Onsite Field Services (up to 8 visits / mo.) Support Services	***$9,750** **Per Month** **Taxes NOT included**

***CPI Adjustment**.

1) CPI. Escalation shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, U.S. City Average, All Items, CPI-U on the basis of 1982-84 = 100 ("CPI"). If the CPI is discontinued or substantially modified, the Parties shall mutually select another substantially equivalent index for the purpose of price escalation.

2) Calculation of Escalation. Starting on the first anniversary of the Effective Date of this Agreement and annually thereafter, the Fee shall be adjusted for the succeeding twelve (12) month period by an amount equal to the percentage by which the CPI has changed over the prior twelve (12) month period, based on the following formulas:

All Fees (year 2) = All Fees (year 1) x [1 + percentage change in CPI]

where CPI is expressed as a decimal (for example, 3% written as 0.03)

In no event shall any Fees be decreased by an adjustment.

3) Timing of CPI Adjustment. The CPI adjustment shall be calculated as soon as practicable following the publication of the CPI (or other index used for the adjustment escalator); and All Fees shall be adjusted effective upon, and retroactive to, the applicable anniversary date. The difference in these Fees, retroactive to the annual anniversary date, shall be billed and paid on the next invoice.

SCOPE OF WORK

- Envirogen personnel will perform monthly calibrations, or more frequently as needed: Nitrate Probe, Regen/Rinse flowmeter, Conductivity Probes, and Level Transmitters associated with the salt tank and waste tank.
- Preventative maintenance will be performed on all equipment associated with the Ion Exchange system.
- Acid wash regen/rinse flowmeter on a semiannual basis or as needed. Whichever comes first.
- Monthly leak checks on all components. (Envirogen will provide 20 filter bags per month. 10 per system)
- Remote phone support and assistance as needed.
- Advise the City of San Fernando of any operational suggestions and changes needed to optimize the operation of the Ion Exchange Systems.

- An Envirogen Labor Rate Sheet has been included with this proposal as Attachment B.
- Straight time is defined as work supplied during regularly scheduled hours between Monday and Friday, on an agreed-upon schedule between 7:00 a.m. and 5:00 p.m. Should the City of San Fernando require services outside of regularly scheduled hours the following rates will apply.
- Overtime and holiday rates are defined as time worked in excess of eight hours per day, time worked outside the hours as specified above, and work or travel on Saturday. Over-time will be charged at 1.5 times straight-time rates.
- Holiday work and travel during holidays will be charged at double the straight-time rates. Holidays are defined as any day observed by Envirogen as a scheduled employee holiday, and Sunday.
- Time required for mobilization from an Envirogen base of operations to the Well Site, as well as demobilization, will be charged at the daily rates attached.

CONDITIONS

This proposal and offer and all pricing and schedules contained herein are contingent on satisfaction of all of the following conditions:

- A binding Agreement must be issued by the City of San Fernando and accepted by Envirogen within 30 calendar days of the date first above written. An agreement number will be issued by the City of San Ferando, and any request for materials, parts, service, equipment, and salt will be made utilizing this agreement number.
- Envirogen's General Conditions for the Sale of Products and Services by Envirogen Technologies Inc. (ETIGC #211107), attached hereto as Attachment A, must be accepted by the City of San Fernando, and made a part of the Order.
- This Proposal/Offer and its attachment must be attached to or incorporated by reference in the City of San Fernando's Order.
- Terms of payment for all invoices issued associated with this proposal are Net 30 days, following invoice date.

We appreciate the opportunity to serve the City of San Fernando and look forward to completing the purchasing process to expand the ongoing services that we have been providing since 2017.

Sincerely,



Scott Gomarko
Field Service Director, West Region
9369 Santa Anita Ave. Suite 107
Rancho Cucamonga, CA 91730
sgomarko@envirogen.com

ATTACHMENT A

Emergency Response Envirogen 2024 Labor Rates

Category	Job Function/Representative Titles	Commercial Rate
A	Administrative Assistant Buyer I Buyer II Laborer/Helper	$84
B	Laboratory Services Water/Wastewater Operator I/II Technician - Electrical/Mechanical	$96
C	Electrician Helper Mechanic Operator – Equipment	$108
D	Water/Wastewater Operator II/III Water/Wastewater Operator III/IV Sr. Environmental Technician/Operator Site Supervisor/Plant Manager Sr. Mechanic Field Service Technician	$165
E	Designer Instrumentation Specialist Construction Manager	$144
F	Licensed Electrician	$150
G	Project Manager Process Engineer Project Engineer Project Manager II Operations Manager	$200
H	Senior Process Engineer Senior Project Engineer Senior Project Manager Geotechnical Engineer	$216
I	Director of Engineering Director of Process Engineering Environmental Consultant	$234

Standard Rates (listed above): Monday to Friday (excluding holidays) 7am – 5 pm
Holidays, weekends, other than of Mon-Fri, 7am – 5 pm: 1.5 times standard

Envirogen Technologies reserves the right to modify labor rates at any time.

Envirogen Technologies, Inc.
877.312.8950
9360 Santa Anita Avenue, Suite 107
Rancho Cucamonga, CA 91730
www.envirogen.com

Labor rates for travel to and from job site are billed at 75% of the on-site rates listed.

Rates are subject to a 50% surcharge for expert testimony and other special services. Client- approved overtime is billed at 1.5 times the hourly billing rate.

Expenses for other services, equipment and materials are billed at hourly, daily, or monthly rates, or unit prices, whichever are applicable. Rate schedules are adjusted annually. Schedules are available upon request.

Straight Time Remote Support (via telephone, email or production of written documentation will be billed at the prevailing standard hourly rates.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for services. These expenses include, but are not limited to, expenses incurred by Envirogen Technologies and Envirogen Technologies' employees and consultants in the interest of this project and as outlined below. Unless otherwise agreed to in writing, expenses will be billed at cost plus10%.

1. Authorized outside professional consulting services.
2. Transportation expenses for authorized out-of-town travel.
3. Expenses for reproductions and copies.
4. Postage or express deliveries; shipping.
5. Long distance communications.
6. Purchased or rented supplies, equipment and/or tools required to perform the project.
7. Electronic and facsimile transmissions.
8. Handling of drawings, specifications, and other documents.

Envirogen Technologies Equipment Rental

Rental charges for pilot and other equipment owned by Envirogen Technologies will be billed according to agreed-upon rates. These rates are not subject to the charge outlined above.

ATTACHMENT B

GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.
ETIGC #211107

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by COMPANY, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both SUPPLIER Technologies, Inc. ("SUPPLIER") and COMPANY.

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by SUPPLIER for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse SUPPLIER for purchasing and accounting activities. Labor charges for SUPPLIER's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for SUPPLIER's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"COMPANY" shall mean the person or entity purchasing Products or services from SUPPLIER.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either SUPPLIER or COMPANY or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by COMPANY and accepted in writing by SUPPLIER or issued by SUPPLIER and accepted in writing by COMPANY which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user if not the COMPANY. Normally this would occur where the COMPANY is a prime contractor and SUPPLIER is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of COMPANY. To assist SUPPLIER in providing Products and/or performing services, COMPANY shall (i) provide SUPPLIER with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with SUPPLIER when requested, (iii) permit SUPPLIER reasonable access to relevant COMPANY or Owner controlled sites, (iv) ensure reasonable cooperation of COMPANY's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by SUPPLIER to COMPANY for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by COMPANY of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are

exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by SUPPLIER, COMPANY shall reimburse SUPPLIER the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by SUPPLIER, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by SUPPLIER from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to COMPANY except to the extent such demurrage primarily results from the negligence or other fault on the part of SUPPLIER or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to COMPANY, at the option of SUPPLIER, by mail, delivery service, electronic mail or fax and payments by COMPANY shall, at the election of SUPPLIER, be made by mail, overnight delivery service or electronic funds transfer. COMPANY shall provide SUPPLIER with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by COMPANY of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an SUPPLIER invoice be disputed by COMPANY, COMPANY will pay the undisputed portion and within the payment period prescribed above shall provide SUPPLIER with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall COMPANY withhold payment of any undisputed portion of a SUPPLIER invoice based on the set-off of a COMPANY claim against SUPPLIER or as a back-charge for monies claimed to be owed COMPANY by SUPPLIER. At the request of COMPANY, SUPPLIER shall provide COMPANY with a written partial release of statutory liens utilizing SUPPLIER's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 SUPPLIER may, from time to time, establish such credit terms as it shall, in the sole judgment of SUPPLIER, deem reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that SUPPLIER should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, COMPANY shall reimburse SUPPLIER for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by COMPANY of SUPPLIER's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by SUPPLIER or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to SUPPLIER which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from SUPPLIER to COMPANY.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, COMPANY agrees to take delivery of Product upon notice from SUPPLIER that the Product is ready for delivery. If for any reason COMPANY is either unable or unwilling to accept delivery, COMPANY shall be responsible to pay or reimburse SUPPLIER for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from SUPPLIER to COMPANY at the time the Product is delivered to COMPANY. Product shall be deemed to be delivered when the Product has been loaded to COMPANY's carrier or if delivered by SUPPLIER to COMPANY's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the SUPPLIER carrier is the responsibility of COMPANY. Damages to the Product incurred during offloading shall be

the responsibility of COMPANY. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to SUPPLIER by COMPANY within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If SUPPLIER is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of SUPPLIER, SUPPLIER shall not be liable to COMPANY for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of SUPPLIER or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of SUPPLIER.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. SUPPLIER warrants to COMPANY that (i) SUPPLIER will have title to all Products delivered to COMPANY, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by SUPPLIER to materially meet the terms of the warranty set forth in this Subsection 6.1 and said failure is reported in writing to SUPPLIER within thirty (30) calendar days of delivery, SUPPLIER, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, SUPPLIER warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of SUPPLIER, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by COMPANY. In the event such defect is reported to SUPPLIER within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by SUPPLIER, whichever comes first, SUPPLIER will repair or replace the defective component without charge.

6.3 Services. SUPPLIER warrants as follows:

A. In providing services under the Order, SUPPLIER will comply with all federal, state and local laws.

B. The services to be provided by SUPPLIER shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All SUPPLIER personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in SUPPLIER's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, SUPPLIER warrants that at the time of delivery to Company, media or resins supplied by SUPPLIER shall meet or exceed SUPPLIER's and manufacturer's specifications for the media and/or resin. In the event of a failure by SUPPLIER to materially meet the terms of the warranty set forth in this Subsection 6.4, and such failure is reported in writing by COMPANY to SUPPLIER within thirty (30) calendar days of delivery, SUPPLIER, at its own expense, shall replace the non-conforming media/resin and replace it with a like quantity of conforming media/resin.

6.5 Patents. SUPPLIER warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with COMPANY provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by COMPANY, SUPPLIER shall obtain on behalf of COMPANY such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 **ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.**

6.7 COMPANY may assign SUPPLIER's warranty obligations to the Owner without the consent of SUPPLIER and shall provide SUPPLIER with written notice of such an assignment.

7. Indemnification.

Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under the PURCHASE ORDER, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in the PURCHASE ORDER including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Indemnity Section shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief.

Anything in the PURCHASE ORDER notwithstanding, any liability of SUPPLIER under the PURCHASE ORDER shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the PURCHASE ORDER.

8. Confidential Information.

COMPANY agrees that all information related to SUPPLIER's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain SUPPLIER's exclusive proprietary and confidential information, know-how and property. COMPANY agrees to use Confidential Information solely for the purposes set forth in the Order. COMPANY agrees to keep Confidential Information confidential in accordance with the provisions of this Article, and COMPANY shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. COMPANY shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody SUPPLIER's Confidential Information.

Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. COMPANY shall

not use or disclose Confidential Information for any purpose other than as specified in the Order. COMPANY will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as COMPANY uses with respect to its own confidential information, but in no event less than a reasonable standard of care. COMPANY shall require in writing that the Owner agree to be contractually bound to SUPPLIER by the provisions of this Section 0. SUPPLIER may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a) information which prior to receipt by COMPANY was either generally available to the public or in COMPANY `s possession free of any restrictions on its use or disclosure from a source other than SUPPLIER; or (b) information which after the receipt thereof by the COMPANY either becomes available to the public through no fault of COMPANY or is acquired by COMPANY from a third party who has the legal right to transfer the information to COMPANY; or (c) information required to be disclosed by COMPANY pursuant to law but only after reasonable notice of the requirement of disclosure is provided to SUPPLIER.

9. Termination for Convenience. If the Order provides that the COMPANY may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the COMPANY to SUPPLIER. Upon such a termination for convenience, COMPANY shall pay SUPPLIER (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by SUPPLIER prior the date of Termination incurred by SUPPLIER in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of SUPPLIER following the termination.

10. Insurance. If the services and/or the delivery of the Products require SUPPLIER or its contractors or carriers to enter on to any property owned or occupied by COMPANY, then SUPPLIER shall procure and maintain the following insurance coverages:

Coverage	**Policy Limits**
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per accident or disease
Commercial General Liability	$1,000,000 per occurrence and including contractual liability; and $1,000,000 in the aggregate
Automobile Liability Policy	$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name COMPANY and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of SUPPLIER (excluding the workers' compensation policy). SUPPLIER shall promptly furnish COMPANY with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, SUPPLIER is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than SUPPLIER or COMPANY to any claim, cause of action, remedy or right of any kind under the Order.

11.2 COMPANY agrees that during the term of the Order and for a period of twelve (12) months thereafter, COMPANY will not, directly or indirectly, solicit, request or otherwise induce any SUPPLIER employee or personnel to terminate his or her employment with SUPPLIER if such employee has been materially engaged in providing Product or services to COMPANY under the Order. Nothing herein shall be construed to prohibit the hiring of SUPPLIER employees who have responded without any direct inducement by COMPANY to publically available employment advertisements by COMPANY.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between COMPANY and SUPPLIER. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by COMPANY to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled, and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

SECOND AMENDMENT TO
CONTRACT SERVICES AGREEMENT
(Envirogen Technologies, Inc.)

THIS SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated July 15, 2019, between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC. (hereinafter, "CONTRACTOR") is made and entered into this 18th day of November, 2024 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, the CITY and CONTRACTOR are parties to that certain agreement entitled "Contract Services Agreement", Contract No. 1920 dated as of July 15, 2019, for the performance of certain maintenance services for San Fernando Well No. 7 (hereinafter, the "Master Agreement") (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, on April 5, 2021, the Parties executed a First Amendment, Contract No. 1920(a) to amend Section 1.3 of the Master Agreement to increase the total annual not-to-exceed from $93,908.64 to a new annual not-to-exceed sum of $120,000 (A true and correct copy of the First Amendment is attached and incorporated as **Exhibit "B")**; and

WHEREAS, at its meeting of August 16, 2021, the City Council of the City of San Fernando ("City Council") approved Purchase Order No. 12503 ("PO 12503") to authorize the performance of additional services by CONTRACTOR under the terms of a proposal of CONTRACTOR dated June 30, 2021, and entitled **"San Fernando Packaged Well 3 Nitrate Treatment System and Well 7A Controls Upgrade, Envirogen Proposal #24166"** (the "2021 Supplemental Proposal") (True and correct copies of PO 12503 and the 2021 Supplemental Proposal are attached incorporated hereto as **Exhibits "C"** and **"D"** respectively); and

WHEREAS, on November 1, 2021, the Parties executed that certain instrument entitled "Addendum to San Fernando Purchase Order 12503", Contract No. 1920(b) (the "2021 PO Addendum") amending and repealing certain provisions of PO 12503 (A true and correct copy of the 2021 PO Addendum is attached and incorporated hereto as **Exhibit "E"**); and

WHEREAS, on June 20, 2023, CITY approved payment of CONTRACTOR's Invoice No. 0013841-IN SUP 2 dated December 23, 2022, authorizing additional equipment off-loading at the project site for a total of $18,700 ("Change Order No. 1") (A true and correct copy of Change Order No. 1 is attached hereto as **Exhibit "F"**); and

WHEREAS, the Parties wish to expand the Scope of Services to include certain field engineering services to support CITY's operation of the Ion Exchange Treatment Systems (Plant 1 and Plant 2 located at 12900 Dronfield Avenue, Sylmar, CA); and

WHEREAS, the parameters of the contemplated additional services are set forth in that certain supplement proposal of CONTRACTOR entitled "Service Contract Amendment – Envirogen Proposal – 25061" dated April 5, 2024 (hereinafter the "2024 Supplemental Proposal") (A true and correct copy of the 2024 Supplemental Proposal is attached and incorporated hereto as **Exhibit "G"**); and

WHEREAS, the Parties also wish to formally approve memorialize the extension of the Master Agreement for an additional two (2) years commencing as of July 15, 2024; and plus one (1) optional two-year extension; and

WHEREAS, this Second Amendment was approved by the San Fernando City Council at its regular meeting of November 18, 2024.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. EXTENSION OF TERM.

The term of the Master Agreement as the same as been amended by the Prior Amendment Documents is hereby extended for an extension commencing as of July 15, 2024 and ending July 15, 2026 plus one (1) optional two-year extension (hereinafter, the "Extension Term"). For purposes of this Second Amendment, the term "Prior Amendment Documents" shall be a collective reference to the documents which are attached and incorporated hereto as **Exhibits "B"** through **"G"**. The Parties acknowledge that it has been their intent that CONTRACTOR continue to perform the services and tasks described in the Master Agreement and Prior Amendment Documents after July 19, 2024, and that such services shall continue to be performed up to and until July 15, 2026, and/or plus one (1) optional two-year extension except the extent amended or modified under this Second Amendment.

A. For those services and tasks performed by CONTRACTOR from July 15, 2019, to the Effective Date of this Agreement, CONTRACTOR shall be compensated in accordance with the applicable compensation terms set forth in the Master Agreement as the same was amended by way of the Prior Amendment Document. All services and tasks performed by CONTRACTOR under the Master Agreement and the Prior Amendment Documents shall continue to be compensated in accordance with the applicable compensation terms set forth in the Master Agreement as amended by way of the Prior Amendment Documents.

SECTION 2. SUPPLEMENTAL SCOPE OF SERVICES.

A. The Scope of Services is amended to include those various services and tasks described in the 2024 Supplemental Proposal. CONTRACTOR shall commence its performance of the supplemental services and tasks set forth in the 2024 Supplemental Proposal effective as of July 15, 2024 (the "2024 Supplemental Services Start Date").

B. The supplemental terms and conditions referenced under that certain document entitled "General Conditions for the Sale of Products and Services by Envirogen Technologies, Inc" which is attached to the 2024 Supplemental Proposal as Attachment B shall apply onto to those services and tasks provided and/or performed by CONTRACTOR under the 2024 Supplemental Proposal.

C. Paragraph B of this Section notwithstanding, the following section of Attachment B of the 2024 Supplemental Proposal are hereby repealed and shall be of no force or effect: 7, 8, 9, 11.4, 11.5 and 11.6

SECTION 3. SUPPLEMENTAL SERVICES COMPENSATION.

A. Supplemental Services Compensation Terms. As described in the 2024 Supplemental Proposal under the heading "Field Service and Field Engineering Support Pricing" CONTRACTOR's total monthly compensation for all services and tasks performed under the 2024 Supplemental Proposal shall be a fixed monthly lump sum of **NINE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS ($9,750)** (the "2024 Supplemental Services Monthly Sum Charge") plus any additional sums representing sales taxes on the 2024 Supplemental Services Monthly Sum Charge and any additional sums representing transportation costs as described under Section 3.2 of Attachment B of the 2024 Supplemental Proposal. Compensation for the services and tasks to be performed under the 2024 Supplemental Proposal shall be in addition to any compensation to which CONTRACTOR may be entitled for services and tasks described and performed under the Mater Agreement and the Prior Amendment Documents.

B. Applicable CIP Adjustments. Paragraph A of this Section notwithstanding, the 2024 Supplemental Services Monthly Sum Charge may be adjusted from time to time in the manner provided under the sub-heading entitled "*CPI Adjustment" which is under the major heading "Field Service and Field Engineering Price" set forth in the 2024 Supplemental Proposal.

C. Emergency Services. CONTRACTOR may also receive compensation sums that are in addition to compensation sums authorized under paragraphs A and B of this Section, above, for certain emergency services provided by CONTRACTOR in the manner described on the first page of the 2024 Supplemental Proposal under the fifth bullet point under the heading "Equipment, Pars, Materials, Salt" and under the document entitled "Emergency Response Envirogen 2024 Labor Rates" which is attached to the 2024 Supplemental

Proposal as Attachment A. The right of CONTRACTOR to modify those labor rates set forth under Attachment A of the 2024 Supplemental Proposal notwithstanding, CONTRACTOR must provide CITY with no less than sixty (60) days prior written notice before any modified rate amounts may take effect.

SECTION 4. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement as previously amended by way of the Prior Amendment Documents, the provisions of this Second Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 5. Section 6.18 of the Master Agreement notwithstanding and notwithstanding any other term to the contrary in the Prior Amendment Documents, this Second Amendment, together with the Master Agreement and the Prior Amendment Documents constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in those documents and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on this 18th day of November, 2024 which shall also be the first date to appear page one of this Second Amendment, above.

CITY OF SAN FERNANDO

By: DocuSigned by: Nick Kimball 1041FC9C27C7499...
Nick Kimball, City Manager

Date: 12/04/2024 | 2:00 PM EST

APPROVED AS TO FORM

By: Signed by: Richard Padilla 9E6768364A9F4FC...
Richard Padilla, City Attorney

Date: 12/04/2024 | 9:26 AM PST

ENVIROGEN TECHNOLOGIES, INC.:

By: DocuSigned by: Bobb Campbell 7346720A92D7433...

Name: Bobb Campbell

Title: Chief Operating Officer

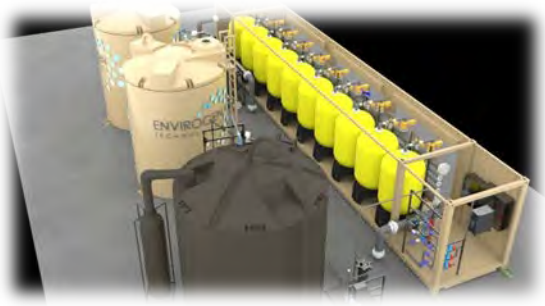
Date: 11/25/2024 | 8:26 AM PST

ENVIROGEN TECHNOLOGIES

A Lifecycle Performance Company

PROPOSAL FOR SAN FERNANDO WELL 2 NITRATE TREATMENT SYSTEM- INITIAL DESIGN AND ENGINEERING

Prepared for the City of San Fernando





June 17, 2025

Envirogen Proposal # 24572 -Version 2.0

877-312-8950
2627 Chestnut Ridge Rd, Suite 260, Kingwood, TX 77339
P.O. Box 5419, Kingwood, TX 77325-5419
www.envirogen.com

Proposal 24572 -Version 2.0 San Fernando

LICENSING AND CONFIDENTIALITY STATEMENT

ALL INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF ENVIROGEN TECHNOLOGIES, INC. ("ENVIROGEN") AND ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF ENVIROGEN AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE USE AND PROJECT FOR WHICH THE DOCUMENT IS EXPRESSLY SUBMITTED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED, OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF ENVIROGEN. ENVIROGEN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE USE OF THIS DOCUMENT OR THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN FOR ANOTHER PROJECT OR IN A MANNER THAT DOES NOT RELATE TO THE ORIGINALLY INTENDED USE OF THIS DOCUMENT. IN NO EVENT SHALL THIS DOCUMENT OR THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN BE USED IN ANY MANNER DETRIMENTAL TO THE INTERESTS OF ENVIROGEN. THE RIGHTS AND OBLIGATIONS OF ENVIROGEN AND ITS CUSTOMER ARE FURTHER LIMITED IN THE AGREEMENT BETWEEN THEM FOR THIS PROJECT. ALL PATENT AND OTHER RIGHTS ARE RESERVED. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.

Revisions Log

Revision General Notes:

Proposal Revision	Date	Notes/Comments	Issued by	Approved by
0	1/06/2023	Initial Issue	MD	KS
1	1/24/2023	Commercial Review	TSW	KS
2	6/17/2025	Reissue After New Updates Received	TSW	BC

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1.0 PROJECT SUMMARY AND APPROACH

1.1 INTRODUCTION

Envirogen Technologies, Inc. (Envirogen) was advised that the City of San Fernando (City) utilizes Well 2A extensively, and that it has a trending increasing nitrate concentration that could soon exceed the Federal Maximum Contaminant Level (MCL) for nitrate. Currently, the City already possesses two existing Envirogen ion exchange (IX) treatment systems on site (Wells 3 and 7), treating up to 2000 gpm of nitrate-laden groundwater to below the required effluent limit. Envirogen's engineering and field service team members have assisted the City of San Fernando personnel with the installation and operation of these treatment units over the past five years, and have been operating effectively per design. Hence, Envirogen is now being requested to supplement these existing water treatment systems with potentially one new Envirogen IX unit for Well 2A, treating up to 2000 gpm of nitrate-laden groundwater. City staff have advised Envirogen that the new IX treatment should occur at the location of the Well 2A site, so additional and specific site engineering are required.

Based on the above need, Envirogen has prepared this proposal for the initial design and engineering of a SimPACK™ package Ion Exchange system for the City Well 2A. Following this engineering effort, it is anticipated that the City will require a formalized proposal from Envirogen for the Final Design and Equipment.

1.2 PROPOSED APPROACH

Like the existing Envirogen systems (Wells 3 and 7) that are currently in operation at the City of San Fernando , Envirogen proposes our SimPACK ion exchange system to remove nitrate from the City of San Fernando Well 2A at a flowrate of up to 2000 gpm. Based on the water quality data provided in November, 2020 and the summary information shown in Table 1, Envirogen's model simulations predict that the use of regenerable ion exchange technology will be the most cost effective solution for this application.

Table 1: Process Summary Information

Analyte	Units	Influent	Effluent Target
Nitrate (NO_3^--N)	mg/L	10	≤ 8.0

Envirogen proposes our regenerable nitrate ion exchange treatment systems to treat the full flowrate of 2000 gpm. The feedwater water will be treated to meet the effluent treatment requirements, set at 80% of the nitrate-nitrogen Maximum Contaminant Level (≤ 8.0 mg/L). The system utilizes multiple beds, operating in a staggered mode, which allows individual beds to operate past their breakthrough point while producing treated water that contains the allowable amount of nitrate.

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2.0 TECHNICAL OVERVIEW

Below is an overview of the major unit processes to be used for the design of the new SimPACK ion exchange treatment system. The proposed system will treat 100% of the feed flow rate from the Well 2A (i.e., 2000 gpm) for nitrate.

2.1 REGNERABLE ION EXCHANGE SYSTEM

Envirogen's SimPACK ion exchange system allows for continuous on-demand treatment with the use of regenerable ion exchange resins. Our automated system controls the flow of water for treatment, as well as regeneration and rinse cycles for exhausted bed vessels, to maintain a set number of beds for treatment of the target contaminant.

The major components of the system include:

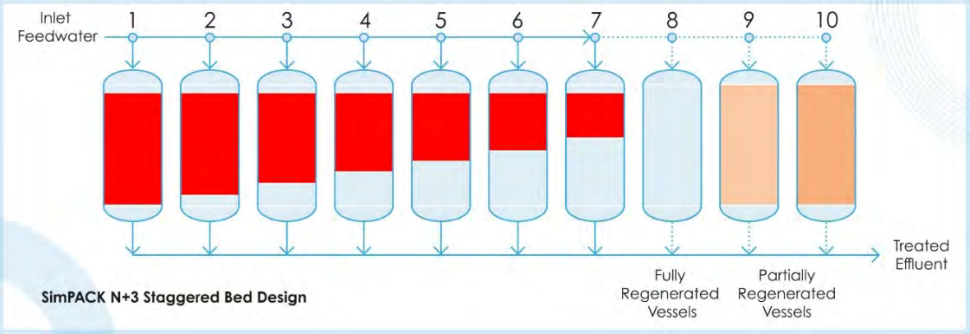
- pre-filtration,
- ion exchange (IX) treatment vessels inside a City provided building structure
- regeneration system all controlled and monitored by a programmable logic controller (PLC) utilizing Envirogen SimPACK control logic.

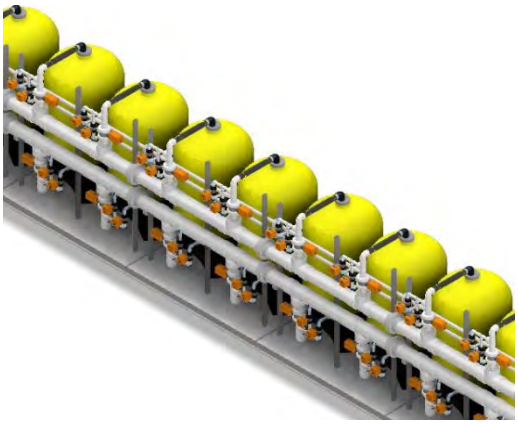
The process begins with City's raw water, sent from the well field to the pre-filtration unit where suspended solids greater than 5 microns are removed using standard bag-type filters. The prefiltration unit removes a large amount of Total Suspended Solids (TSS) and eliminates the need to backwash the IX vessels.

After being filtered, the water is then sent to Envirogen's SimPACK IX system where the nitrate is removed using proven IX technology. Envirogen uses a multi-bed design operated in a staggered mode process. The staggered bed is Envirogen's N+3 method which means that all but three of the vessels are online while two vessels are being regenerated and one vessel is in standby (Figure 1). This design provides the system treatment redundancy that is required by the regulators, while producing a consistent effluent water quality that meets the target water quality requirements. Flow volumes into each bed are monitored to ensure optimal bed volumes are achieved before any regeneration is required.

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Figure 1. SimPACK Staggered Bed Design.





The nitrate is exchanged for chlorides on the IX resin. Once a vessel is exhausted and removed from service, regeneration of the SimPACK system is controlled by the SimPACK PLC controller that regulates the flow of the regenerate, a sodium chloride (brine) solution, and rinse water into IX vessel(s). The concentrated (26%) brine is injected into the bottom of the IX vessel using a brine pump. Dilution water is injected into the IX vessel to reduce the brine concentration to approximately 12%. The brine is applied in counter-current process and is cascaded across two vessels to use the chloride ions most effectively in the solution. Once the regeneration process is complete, the vessels are rinsed using the treated effluent water in a cascading arrangement to minimize waste. The rinse water is partially recovered and used as make-up water for the brine tank. The remaining rinse water, along with the brine waste, is sent to the waste equalization tank. All steps in the regeneration process are designed to minimize waste generation. The actual daily volume of waste will be determined based on the final process set points and treatment system utilization.



The SimPACK system is controlled and monitored using a PLC controller accessed via a human machine interface (HMI) panel located inside the system container. The PLC monitors all key performance criteria, including nitrate levels and bed volumes, and provides all system notifications and alarms. In the event of a process issue or equipment failure, the PLC triggers an alarm, which can trigger a well(s) shutdown, ensuring that water quality is always maintained. The PLC is also capable of being remotely monitored and can be tied into the customer's SCADA system if desired. This system allows for minimal operator interaction for general operational conditions.

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3.0 DESIGN AND MANAGEMENT

Envirogen's proposed scope of supply is outlined below.

3.1 ENGINEERING SCOPE

Envirogen's proposed scope includes the initial design and engineering to develop the basis of design for a full-scale plant and includes:

- Prepare Process Flow, Instrument Diagrams, and Descriptions.
- Prepare General Arrangement Drawings to show skids and overall layout in the City proposed building.
- Assist the City of San Fernando's engineer with review of design.
- Finalize the review comments into a preliminary design package.
- Based on the agreed upon design, prepare a formal equipment pricing proposal based on H2, 2025 prices for materials, transportation and equipment.

3.2 PROJECT ENGINEERING DELIVERABLES

The engineering deliverables ("Deliverables") for the system will include the following documents:

- Process Documents
  - Process Flow Diagrams with Material Balance
  - Piping and Instrumentation (P&ID) Diagrams
  - Process Control Description
  - Estimate of Utility Requirements
- Mechanical Documents
  - General Arrangement Drawings for Treatment Plant
  - List of Major Equipment
- Formal pricing proposal for materials, transportation and equipment.

3.3 PREPARATION OF PROGRESS REPORTS

Envirogen will provide monthly status reports detailing progress made, status vs. the Envirogen Project Schedule, activities to be completed in the following month, outstanding issues, resolution of prior outstanding issues and any other reasonable information requested by the client.

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3.4 ATTENDANCE AT PROJECT MEETINGS

Envirogen will attend the following meetings and conferences at the location indicated or via teleconference or virtual meeting (i.e. Microsoft Teams):

- Kickoff and Discuss Plant Design - Up to eight (8) virtual visits with San Fernando's representative (weekly basis).

3.5 CLIENT-FURNISHED ITEMS

- Coordination of information that may impact Envirogen's ability to fulfill its obligations as set forth in this Proposal and attachments hereto.
- Permission and clearance for site visits and walkdowns, including any site-specific safety training, orientations, or escorts while on site.
- Provide information and definition of site hazardous area electrical classification.
- Design and installation detail design including piping, electrical, HVAC, mechanical, architectural, and civil design beyond the equipment package design by Envirogen.

4.0 NOTES & GENERAL CLARIFICATIONS

- The engineering work included in this Proposal is preliminary and intended to support San Fernando's scope development. Drawings, lists or specifications will be suitable to support a formal pricing proposal based on H2, 2025 pricing for materials, transportation and equipment. The Proposal scope does not include fully detailed or ready for construction documentation.
- All design work will be done per Envirogen standard formats and layout. It is acceptable to use Envirogen document formats for this phase of the work.
- All document and drawings will be submitted by electronic means in PDF format via email or file share. The project will allow for one (1) review and approval cycle. Additional changes or requests beyond the initial scope may result in a change order request for additional engineering and document revisions.
- No Equipment is being supplied as part of this scope of work.

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5.0 SCHEDULE

The estimated schedule for the scope of work is provided in Table 2.

Table 2: Estimated Schedule

Milestone	Estimated Dates
Kickoff Meeting / Initial Site Visit	2 weeks after PO Execution
Submittal of Initial/Draft Engineering Documents	6 - 8 Weeks after Kickoff Meeting
Submittal of Final Design Documents	2 weeks after Return of Comments
Submittal of Formal Pricing Proposal (if requested)	2 weeks after Return of Comments

6.0 PRICING

6.1 INITIAL DESIGN AND ENGINEERING

The pricing for the Scope of Work in Section 3.0 is:

SimPACK treatment system initial design/engineering..... $71,000.00

6.2 TERMS & CONDITIONS

- This Proposal is valid for 30 days.
- Pricing provided excludes applicable sales taxes. All other taxes or permits and other services or products not specifically mentioned in this Proposal are excluded herein.
- This Proposal/Offer and its appendices must be attached to or incorporated by reference in any purchase/change order.
- Payment Milestones are provided in Table 3.
- Payments are NET 30 from invoice issuance.
- Terms and Conditions in Appendix A apply.

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Table 3: Payment Table Milestones		
Milestone #	**Event**	**Percentage of Contract Value**
1	**Upon Acceptance of Order by Envirogen**	20%
2	**Submittal of the Project-Specific Drawings** Submittals will occur in stages and will be invoiced as: a) Process Submittal – 35% b) Mechanical Submittal – 35% (including electrical one line) Invoices may be prorated for partial progress, but no more than one invoice will be submitted per month.	70%
3	**Submittal Final Project-Specific Drawings and Equipment/Services Pricing Proposal**	10%

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APPENDIX A

GENERAL CONDITIONS FOR THE SALE

OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

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GENERAL CONDITIONS FOR THE SALE

OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.

ETIGC #221118

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.

1. Definitions. Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user if not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. Cooperation of Purchaser. To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. Price, Costs and Payments.

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

3.2 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

3.3 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

3.4 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

3.5 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of a Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

3.6 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem reasonably necessary, including, but not limited to, credit limits.

3.7 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

3.8 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).

4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.

4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5) business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Supervening Event. 'Supervening Event' is defined as an event or circumstance beyond Envirogen's control that could not reasonably have been provided against before entering into the Purchase Order, which, having arisen, could not reasonably have been avoided or overcome, and which is not substantially attributable to the fault of Purchaser. A Supervening Event may include, but is not limited to exceptional events or circumstances of the following kind:

6A. Civil commotion, civil disobedience or dissent, riot, theft, vandalism or civil commotion or any declared State of Emergency, third-party protest

6B. Blockade or embargo, industrial action, or other labor-related disputes, strike, or lockout by persons other than Envirogen's personnel and other employees of Envirogen and Envirogen's subcontractors;

6C. Munitions of war, explosive materials, ionizing radiation, or contamination by radioactivity, except as may be attributable to the Envirogen's use of such munitions, explosives, radiation, or radioactivity;

6D. Commercial impracticability, irreparable disruption of the economy or solvency of the agreement that is no fault of Envirogen;

6E. Governmental acts or omissions, changes in laws or regulations, failure of any utility supplier or governmental authority;

6F. Epidemic, pandemic, mandatory quarantine as declared by local governmental authority;

6G. Generalized lack of availability of materials or critical components or equipment within the local market;

This offer is predicated on the Parties acknowledging that the war in Ukraine and the COVID-19 pandemic are currently causing global disruption. While neither party is aware of any current cause that would prevent or delay Envirogen in its contract performance, it is understood that both Parties acknowledge that a Supervening Event could arise because of future impacts of these events.

Envirogen is neither responsible nor liable for any failure, hindrance, or delay in performing any obligation due to any 'supervening or exceptional event' beyond its reasonable control. If such an event occurs, Envirogen will work collaboratively with the Purchaser and take reasonable steps to meet contractual obligations and other associated provisions or find alternative solutions acceptable to the relevant counterparties. If Envirogen is prevented from performing any of his obligations under the Purchase Order due to a supervening event and suffers delay and/or incurs cost because of such event, in that case, Envirogen shall be entitled to an extension of time for any such delay (if completion is or will be delayed) and additional compensation associated with the event, which will be collaboratively and transparently agreed with Purchaser as soon as such an event materializes

7. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

7.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 7.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

7.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

7.3 Services. Envirogen warrants as follows:

A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.

B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

7.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

7.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

7.6 **ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY**

REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.

7.7 Purchaser may assign Envirogen's warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

8. Indemnification.

8.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively "Indemnified Parties"), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses) (all of the foregoing herein collectively called "Liabilities"), arising out of (i) the indemnifying Party's negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party's duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party's percentage of total negligence or fault as compared to that of the indemnified Party.

8.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party's negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or $1,000,000.

9. Confidential Information.

9.1 Purchaser agrees that all information related to Envirogen's systems, services, Products, methods, procedures, techniques, and equipment ("Confidential Information") is and shall remain Envirogen's exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody Envirogen's Confidential Information.

9.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked "confidential", "secret" or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 7.2. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a)

information which prior to receipt by Purchaser was either generally available to the public or in Purchaser `s possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

10. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

11. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following insurance coverages:

Coverage	**Policy Limits**
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per accident or disease
Commercial General Liability	$1,000,000 per occurrence and including contractual liability; and $1,000,000 in the aggregate
Automobile Liability Policy	$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

12. Miscellaneous Provisions.

12.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

12.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

12.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

12.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

12.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

12.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

12.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

12.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

12.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

12.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Wendell Johnson, Director of Public Works
Victor Meza, Water Operations Manager

Date: September 2, 2025

Subject: Consideration to Approve the City's 2025 Cross-Connection Control Plan and Adopt a Resolution Adopting the Control Plan as required by the State Water Resources Control Board

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the City's 2025 Cross Connection Control Plan (Attachment "A"); and

b. Adopt Resolution No. 8400 (Attachment "B") adopting the City's Cross-Connection Control Plan (CCCP)as required by the State Water Resources Control Board (SWRCB) to ensure the protection of the public potable water supply from the risk of contamination or pollution due to cross connections.

BACKGROUND:

1. On July 1, 2024, the State Water Resource Control Board's (SWRCB) Cross-Connection Control Policy Handbook became effective (Attachment "C"). The Handbook establishes statewide standards for protecting potable water systems from contamination caused by backflow or cross connections.

2. In October 2024, the SWRCB updated its Cross-Connection Control regulations (Attachment "D") Title 17 and 22, California Code of Regulations.

3. In April 2025, staff contacted several consultants with Cross-Connection Control experience to submit a proposal for the development of the City's Cross Connection Control Plan (CCCP).

4. On April 24, 2025, staff received one (1) proposal for the development of the Cross-Connection Control Plan from Civiltec Engineering Inc.

5. On May 6, 2025, staff entered into a Professional Services Agreement with Civiltec Engineering Inc. (Contract No. 2357) for the development of the City's CCCPH.

6. On June 16, 2025, staff finalized the City's CCCP in accordance with SWRCB policies.

7. On June 30, 2025, the City submitted a draft copy of the CCCP to the SWRCB to meet the deadline of July 1, 2025. A final copy along with the resolution will be provided to the SWRCB once City's CCCP is adopted by the City Council.

8. On August 4, 2025, staff requested the item be pulled from consideration from the City Council agenda, pending additional updates and would be brought back to a future City Council meeting.

ANALYSIS:

A Cross-Connection Control Plan (CCCP) is important for protecting public health and ensuring the safety of drinking water systems. It helps identify and manage potential cross-connections, such as those from irrigation systems, boilers, or beverage equipment, that could introduce harmful substances into the water supply. The plan also establishes procedures for hazard assessments, testing and maintenance of backflow prevention devices, certified oversight, public education, and enforcement, all of which are vital for maintaining a safe and reliable potable water supply.

California's previous regulations, known as Title 17, were established in 1987 with minor updates in 2000. These regulations required public water systems to implement cross-connection control programs, conduct surveys to identify potential hazards, provide backflow protection, and maintain records of tests and repairs. However, as both the drinking water and cross-connection control industries evolved, these regulations needed updating to address emerging challenges and improve public health protection.

In response, the State Water Resources Control Board (SWRCB) adopted the Cross-Connection Control Policy Handbook on December 19, 2023, which became effective on July 1, 2024. This new policy replaced the previous Title 17 regulations and introduced more comprehensive and enforceable standards for cross-connection control. Under Section 3.1.4 of the Handbook, all existing public water systems in California are required to submit a written CCCP for state review no later than July 1, 2025.

To comply with this requirement, the City's Water Division engaged Civiltec Engineering Inc. to develop the CCCP in accordance with SWRCB guidelines. The revised program includes:

- **Program Administration**: Assigns roles to City staff and certified testers.
- **Backflow Device Management**: Sets rules for inventory, installation, testing, and maintenance.
- **Inspection Procedures**: Schedules regular site checks and corrective actions.
- **Public Education**: Includes community outreach efforts to inform residents and businesses.
- **Enforcement Protocols**: Outlines steps for compliance and penalties for violations.

The proposed CCCP introduces a formal hazard assessment cycle, clearer criteria for identifying high-risk sites, and stricter timelines for testing compliance and service termination. It clarifies that the installation, maintenance, and annual testing of backflow prevention devices, including cage protection, are the full financial responsibility of the water user.

One (1) of the components of the CCCP requires the submittal of names and positions of employees assigned and appointed to perform the duties outlined in the plan. The individual's name, job title, and certification numbers are required for the plan submittal and must be updated with the SWRCB on an ongoing basis to support regulatory compliance. The names and titles are recorded in the State Water Resources Control Board's database solely for regulatory tracking purposes and are not intended for public release. If any changes occur during the year, the City must notify the SWRCB promptly.

The program has been in ongoing implementation, and existing personnel within the Water Division are already assigned to carry out its operational requirements, including inspections, testing coordination, and regulatory compliance.

Adopting the City's CCCP reflects the City's ongoing commitment to delivering safe, reliable drinking water to the community. It strengthens regulatory compliance, enhances operational readiness, and provides a strong foundation for long-term public health protection and customer trust.

BUDGET IMPACT:

Approval of the 2025 Cross-Connection Control Plan is not anticipated to have a significant impact on Fiscal Year 2025-2026 Adopted Budget. Minor administrative or training costs, if any will be absorbed within the existing Departmental budget.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8400 (Attachment "B") adopting the City's Cross Connection Control Plan as required by the SWRCB to ensure the protection of the public potable water supply from the risk of contamination or pollution due to cross connections.

ATTACHMENTS:

A. 2025 Cross-Connection Control Plan
B. Resolution No. 8400
C. State Water Resources Control Board Cross-Connection Control Policy Handbook (provided digitally through weblink)
D. Title 17, California Code of Regulations –Updated October 2024 (provided digitally through weblink)

CROSS-CONNECTION CONTROL PLAN

June 2025

PREPARED FOR:

The City of San Fernando
117 Macneil Street
San Fernando, CA 91340

PREPARED BY:
CIVILTEC ENGINEERING, INC
440 N Mountain Ave
Upland, CA 91786
(909) 296-4457

Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management ● Surveying
California ● Arizona

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Introduction

The City of San Fernando, established in 1911, is located in the San Fernando Valley northwest of downtown Los Angeles and is bordered by the City of Los Angeles from all surrounding areas.

The study area encompasses a total area of 1,550 acres (2.42 square miles), and overlies the San Fernando, as well as the Sylmar, groundwater basins. Land use within the water service area, comprising of the entire city limits, is primarily serving residential communities with inclusions of commercial, landscape, and no industrial water demand. Currently, the City serves approximately 5,238 customers, with a total of 503 backflow devices (443 customer-owned and 60 city-owned).

Purpose

The purpose of the Cross-Connection Control Policy Handbook is to protect the public health of those served by the City of San Fernando by:

- Effectively minimizing the risk of contamination in the public water distribution system; and
- Effectively limiting the City's legal liability exposure related to backflow of any contaminants stemming from the customer's plumbing system and then affecting other customers.

Compliance Statement

The City's Cross-Connection Control Plan (CCCP) has been developed to fully comply with the standards outlined in the California State Water Resources Control Board (SWRCB)'s Cross-Connection Control Policy Handbook (CCCPH). The program outlines the implementation procedures, personnel responsibilities, timeframes, and documentation protocols required to identify and mitigate cross-connection hazards. All program components, including hazard assessments, backflow prevention, incident response, public education, and coordination with local agencies, are managed under the oversight of a designated Cross-Connection Control Specialist and documented through a digital tracking system.

Operating Rules or Ordinances

Under the City's Chapter 94, Article III, Division 2 – Cross Connection Control of the City of San Fernando's Municipal Code, there are a few sections related to backflow prevention and cross-connection control. These sections are:

Section 94-226 - Established

Section 94-227 –Policy

Section 94-228 – Purpose

Section 94-229 – Definitions

Section 94-230 – Backflow Protection Devices Required

Section 94-231 – Type of Backflow Protection Devices

Section 94-232 – Inspection and Testing of Backflow Protection Devices

Section 94-234 - Enforcement

The City of San Fernando will be adopting Resolution 8400, Appendix A, which authorizes the City of San Fernando to implement a Cross-Connection Control program and to terminate service to customers that do not comply with the ordinance within a timely manner.

The City acknowledges the requirement under Section 3.1.3(a)(1) of the CCCPH to have legal authority to take corrective actions when customers fail to comply with cross-connection control requirements, including installation, inspection, field testing, or maintenance of backflow prevention assemblies.

If the customer fails to comply with the City's installation and maintenance requirements, the City may proceed with the corrective action provisions stipulated in the CCCP. The City holds the authority to implement corrective actions for noncompliant customers, which includes:

- Denying or discontinuing water service to a water user
- Installing, inspecting, field testing, and/or maintaining a BPA
- Addressing, in a timely manner, a failure to comply with the CCCP

Cross-Connection Control Program Coordinator/Specialist

The following tasks will be performed by or under the direction of the City's Cross-Connection Control Program Coordinator (CCCPC):

- Developing and implementing the Program
- Establishing general policy direction and risk management decisions
- Reviewing and approving all Hazard Assessments
- Reporting, tracking, and other administrative duty oversite

The certified Specialist, or their designee, shall be able to be contacted within 1 hour in the event of a cross-connection incident.

As an alternative, or when no staff or employees are properly qualified, the City may retain a certified Specialist *on contract to provide the necessary expertise and services.*

Contact Details

The following designated individual is recognized as the current Cross-Connection Control Program Coordinator (CCCPC) and is employed by the City to manage the Division's CCCP. The CCCP has been reviewed and approved by Gabriel Gomez (subcontracted through Civiltec, Specialist Certification #010510).

Name of Specialist	Gabriel Gomez
Telephone Number	714-732-0398
Specialist Certification	CA/NV AWWA #010510

The State Water Board adopted a revised version of the Cross-Connection Control Policy Handbook on June 17, 2025, which extended some deadlines. From July 1, 2026 through June 30, 2027, The State Water Resources Control Board requires backflow assembly testers and cross-connection control specialists to be certified by a certification organization recognized in California to comply with the cross-connection control policy handbook requirements. Ruddy Lopez is in the process of taking his backflow inspector exam and his CCC Specialist (CCCS) exam during FY2025-2026.

Name of Coordinator	Ruddy Lopez
Telephone Number	818-823-0786
Email Address	rlopez@sfcity.org

The following identifies the current authorized designees employed by the City of San Fernando:

Name of Designee	Victor Meza
Telephone Number	c: 626-379-9132 o: 818-898-1293
Email Address	vmeza@sfcity.org

Name of Designee	Alex Mendez
Telephone Number	c: 818-966-6065 o: 818-898-1293
Email Address	amendez@sfcity.org

Hazard Assessments

The City of San Fernando will conduct an initial hazard assessment of the user premises to evaluate any potential of hazardous backflow into the water system. To assist with the hazard assessment, the City of San Fernando has a Cross Connection Survey Report, that users must fill out. The hazard assessment pursuant to CCCPH section 3.1 must consider:

- The existence of cross-connections;
- The types and use of materials handled or potentially present on the user's property;
- The complexity and accessibility of the piping system;
- Availability of additional water sources, pumping systems, or pressure systems;
- Conditions within the distribution system that could heighten the risk of a backflow event (such as variations in hydraulic gradients caused by main breaks or periods of high-water demand, or multiple service connections that could create flow-through situations);
- Accessibility to the user's property;
- Any prior backflow incidents at the user's location;
- The requirements and details outlined in the CCCPH.

Each hazard assessment must categorize the risk to the City's distribution system as high, low, or none. It should also assess whether the current BPA offers sufficient protection according to the identified hazard level. Some examples of high hazard cross-connection activities are found in Appendix C.

Hazard assessments conducted before the CCCPH adoption can be considered initial assessments, as long as they comply with CCCPH guidelines and are reviewed by the City in the Cross-Connection Control Plan, as specified in CCCPH section 3.1.4.

After the initial hazard assessment described above, the City must conduct a hazard assessment based on the following criteria:

- a user premises changes account holder (excluding single-family residences);
- a user premises is newly or re-connected to the City's water system;
- evidence exists of changes in the activities or materials on a customer's premises;
- backflow from a user's premises occurs;
- the State Water Board requests a hazard assessment of a customer's premises;
- the City concludes an existing hazard assessment may no longer accurately represent the degree of hazard; and

- periodically (pursuant to CCCPH section 3.1.4.)

A follow-up hazard assessment must be conducted if any changes are made to the water distribution system that could lead to a cross-connection, or if any backflow incidents occur. A cross-connection control specialist must review or carry out each initial and follow-up hazard assessment. They must provide a written finding confirming that, in their professional judgment based on cross-connection control principles, the City's hazard assessment accurately identified all hazards, assessed the appropriate hazard levels, and recommended the necessary backflow protection.

The timeline for initial hazard assessments is provided on the table below:

Initial Assessment Task	Schedule
Assessment of City Facilities	Within 60 days
Assessment of all new connections	At time of application for water service
Identification and assessment of high-hazard premises which are listed on SWRCB's Appendix D of CCCPH	On a continuous basis
Identification and assessment of hazardous premises supplemental to SWRCB's Appendix D of CCCPH	On a continuous basis
Identification of residential connections with special plumbing facilities and/or water use on the premises	On a continuous basis

The timeline for subsequent hazard re-assessments is provided on the table below:

Re-Assessment Task	Schedule
Any services with RP or AG installed for premises containment	If evidence exists of changes in the activities or materials on a user's premises, if a user changes account holder, excluding residential, or if backflow from a user's premises occurs (survey)
Commercial services protected with less than a RP for premises containment	Every 5 years and upon change in use or ownership (survey)
Residential services protected with less than a RP for premises containment	On a continuous basis
Residential services with no known special plumbing or water use on the premises	Upon change in use, ownership, or plumbing system (questionnaire)

User Supervisor

Per the CCCPH Article 2, the SWRCB and the City of San Fernando may, at their discretion, require a customer to designate a User Supervisor when the user premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. The User Supervisor will be responsible for the avoidance of cross-connections during the installation, operation and maintenance of the customer's pipelines and equipment.

The Site Supervisor represents the owner, tenant, or property manager as a liaison to the City. The Site Supervisor must have the authority to carry out any requirements of the City. It is recommended

that the Site Supervisor be an employee who is permanently stationed at the use site. At a minimum, the Site Supervisor must make frequent visits to the site.

The Site Supervisor will be trained on the fluids used and backflow protection for the premise, must inform the City of changes in piping, and maintain current contact information on file with the City. The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the City.

Site Supervisors:

- Are responsible for the operation, maintenance, and prevention of potential cross connections to the potable water system
- Must be present at all hazard assessments and cross-connection control surveys
- Must inform the City of any cross-connection incidents
- Are expected to know the provisions contained in the SWRCB's CCCPH
- Are expected to know the basic concepts of backflow and cross-connection prevention, and emergency response procedures
- Are responsible for training personnel at the site on the proper protection of the potable water system

Backflow Prevention

The City of San Fernando is responsible for preventing or managing actual and potential cross-connections by implementing approved BPAs or AGs, in accordance with the guidelines set forth in Article 3 of the State Water Resources Control Board's *Cross-Connection Control Policy Handbook: Standards and Principles for California's Public Water Systems* (CCCPH).

The City utilizes the USC Foundation for Cross-Connection Control to approve all backflow prevention assemblies. Each device undergoes and successfully completes both laboratory and field evaluations as part of the USC Foundation's Approval Program. Approved backflow prevention assemblies remain valid for three years, after which they must be renewed. Approved backflow prevention assemblies must have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to preform such tests per the CCCPH.

BPAs must remain unaltered and unchanged after receiving approval from the USC Foundation for Cross-Connection Control. The City must require BPA testers to inform them if any water user or City-owned BPA has been modified.

Backflow Protection Required

The City must protect its distribution system from backflow by ensuring that approved backflow prevention assemblies (BPA) are properly installed, maintained, and field-tested by qualified personnel. When a double check valve (DC) is required or referenced in the CCCPH, a double check detector assembly (DCDA or DCDA-II) may be used if appropriate. Similarly, if a reduced pressure (RP) assembly is required, a reduced pressure detector assembly (RPDA or RPDA-II) may be

substituted if suitable. The BPA installed must provide a level of protection that matches the degree of hazard at the user premises, as determined by a hazard assessment conducted in accordance with CCCPH Section 3.2.1.

Unless otherwise specified, the City must use an air gap (AG) or RP for premises containment to protect against high-hazard cross-connections. With State Water Board approval, the City may implement an alternative containment method in place of an AG if it does not increase public health risks. Internal protection may also be accepted when premises containment is not feasible, provided it is approved by the State.

Within ten years of CCCPH adoption, the City must ensure that all fire protection systems have at least DC-level backflow protection. Fire systems with high-hazard conditions, such as chemical additives or auxiliary water supplies, must have RP-level protection. If an existing fire system cannot comply or install the required protection within the ten-year timeframe, the City may propose an alternative date or method in its Cross-Connection Control Plan. For low-hazard fire systems on residential premises, a BPA is not required if certain conditions are met: the premises has only one service connection, the fire line is isolated from the domestic system, a single standard water meter measures all flow, materials used are certified to NSF/ANSI Standard 61, and the fire system is looped and connected to routinely used fixtures to prevent water stagnation.

A swivel-ell may be temporarily used instead of an AG to provide potable water to areas typically served with tertiary recycled water, but only if specific conditions are met. These include approval by the State Water Board, inclusion in the City's Cross-Connection Control Plan, compliance with design standards in Appendix D of this CCCP, and annual inspections to verify continued compliance. The RP assembly used with the swivel-ell must be field-tested and confirmed to function correctly. A visual inspection must be done immediately upon switchover to potable water, with a field test completed within 72 hours and at least once every 12 weeks. Additionally, there must be a legally binding agreement between the City and the recycled water supplier that requires notifying the State Water Board of all switchovers within 24 hours, supervision of each switchover by a trained City representative, and submission of a compliance report within seven days if requested.

All customers requiring backflow prevention must ensure that the` required premises containment meets the following conditions:

- The backflow prevention assembly must be purchased and installed by the customer (at the customer's expense) immediately downstream of the water meter, in full compliance with the City's standards.
    - Customers should initiate the process by submitting development plans through Community Development, which should include conditions for backflow device installation. Plans should be reviewed by the Engineering Department and Water Division for comments, revisions/guidance per SWRCB Cross Connection Handbook policies, then the permit may be processed upon approval. The Cross Connection Control Specialist is the legal designated authority to review and approve backflow protection requirements, inspect installations, survey degree of hazards, and schedule testing with a certified backflow tester.
- The assembly must be properly maintained, tested, and inspected in accordance with the City's requirements outlined in this plan.

The City recognizes the Fire Department's authority over fire protection systems and will not override its decisions unless a customer's fire protection system is specifically designed to accommodate the pressure drop associated with a RP device. Since fire protection systems are approved and regulated by the Fire Department, any modifications to these systems fall outside the City's jurisdiction. However, in the interest of public health and water quality protection, the City will strongly advise customers against adding chemicals to their fire protection systems.

The City will conduct comprehensive assessments of its facilities to identify and mitigate potential cross-connection risks. All facilities producing, treating, storing, or distributing drinking water must have proper internal protection from cross-connections to ensure that all drinking water produced and delivered to customers is protected from cross-connections. These safeguards are essential to ensure that all drinking water produced and delivered to customers remains free from contamination and fully compliant with regulatory standards.

Backflow Prevention Installation Criteria

Backflow protection devices must be installed according to the specific guidelines in CCCPH Article 3 section 3.3.2. For air gaps (AG), the receiving water container must be positioned at the service connection unless the City approves an alternative location. Piping between the service connection and discharge point must remain above grade and be accessible for inspection unless otherwise approved. The City must verify that AGs comply with CCCPH section 3.3.1(a), and any new AG installation requires approval from the State Water Board before installation.

Reduced pressure principle assemblies (RP) must be installed between twelve and thirty-six inches above grade unless the City grants an exception. Double check valves (DC) installed or replaced after CCCPH adoption must comply with CCCPH section 3.3.2(b). Below-ground installation is only allowed if no alternative exists and is approved by the City.

Pressure vacuum breakers (PVB) and spill-resistant vacuum breakers (SVB) must be installed at least twelve inches above all downstream piping and outlets. SVBs cannot be used for premises containment, while PVBs are only permitted for roadway irrigation systems where there is no risk of backpressure.

RPs and DCs installed after CCCPH adoption must have at least twelve inches of side clearance, with twenty-four inches required on the test cock side unless the City approves otherwise. Backflow protection devices should be located as close as possible to the service connection unless an alternative location is approved. If internal protection is used instead of premises containment, the City must have access to ensure compliance with installation, testing, and inspection requirements. All BPAs and AGs must be accessible for field testing, inspection, and maintenance.

The timeline for installing backflow preventers, when required based on the hazard assessment, is provided in the table below:

Type of Service	Schedule
New connections with cross-connection hazards	Before service is initiated

Existing connections with SWRCB's Appendix D of CCCPH - type hazards and other high cross-connection hazards	60 days after notification
Existing connections with other than SWRCB's Appendix D of CCCPH or high cross-connection hazards	90 days after notification
Existing fire protection systems not using chemicals	20 years after adoption of plan

The City may allow additional time for installing a backflow preventer on an existing connection upon customer request, provided a written exemption is approved by the City.

Certified Backflow Prevention Assembly Testers and Cross-Connection Control Specialists

The City must verify that each BPA required is field-tested by a certified individual from a State Water Board-recognized organization. The City will keep on updated list of certified backflow testers who have been pre-approved to perform backflow assembly testing. This list will be reviewed and updated annually or as needed and will be provided to customers with their annual testing notices. Testers must follow the guidelines outlined in the CCCPH and meet all City requirements. Additionally, tester certification requires the submission of valid, up-to-date certification as a backflow prevention assembly tester, along with calibration and accuracy test results for backflow test kits. The City reserves final approval over all submitted documentation.

The City's Coordinator may suspend or revoke the approval of a backflow tester or company from the list of approved testers if they fail to comply with the City's Cross-Connection Control Program, policies, and regulations; engage in dishonest business practices; lose valid tester certification; or perform installation, repairs, or testing of backflow assemblies negligently. Noncompliance with these requirements may result in removal from the approved testers list.

Additionally, the City's Coordinator will report any instances of fraud, gross negligence, or incompetence by a backflow tester to the certifying entity and other relevant agencies or authorities.

Quality Assurance

All backflow preventer inspection/test report forms will be reviewed by the City within 30 days of receipt. The City shall provide follow-up on backflow assemblies or test reports that are found to be deficient. At the City's discretion, the City's Coordinator may require additional tests on backflow assemblies previously tested by a backflow tester.

Backflow Prevention Assembly Testing

The City must ensure all BPAs in their Cross-Connection Control Program are field-tested after installation, repair, depressurization for winterizing, or relocation. Certified testers must perform these tests. Customers are responsible for hiring a City-approved certified tester, at their own expense, to perform these inspections. Extensions for submitting test reports may be requested from

the City. If a device is found defective, it must be repaired or replaced within 30 days to avoid service disconnection and associated fees outlined in the Ordinance.

BPAs must be tested at least annually, though more frequent testing may be required for high-risk sites. Air-gap separations must undergo an annual visual inspection by certified testers or cross-connection control specialists.

Newly installed BPAs must pass a field test before continuous service is provided. All non-testable backflow preventers under ownership of the City must still be tested and maintained in accordance with the California Plumbing Code. BPAs that fail testing must be repaired or replaced within 30 days unless an extension is granted under the Cross-Connection Control Plan. Testers must report backflow incidents or unprotected cross-connections within 24 hours. If an incident is confirmed, the City must investigate, discontinue service, and only restore it after receiving confirmation of a passing BPA test ensuring proper protection.

Approved Test Procedures: The City mandates that all assemblies used will be tested following the approved procedures outlined in CCCPH Article 4 and USC Manual of Cross-Connection, Tenth Edition.

Customer Notification - Device Testing: Each backflow prevention device must be inspected and tested at least annually. Annual notice to test are scheduled for the first quarter of the year and are to be mailed out.

> ***Initial Notice:*** The City will notify each affected water user when it is time for the backflow prevention device installed on their service connection to be tested. This written notice shall give the water user thirty (30) days to have the device tested, with field results to be submitted to the City.
>
> ***Second Notice:*** If the customer fails to respond within 30 days, a second notice is issued, granting an additional ten (10) days. If the City has not received a passing test report within the designated timeframe (i.e. failure to comply), enforcement policies will be applied.

Backflow Assembly Test Reports: Backflow testers must submit completed test reports to the City before the due date specified in the annual testing notice. Test results must be submitted electronically within five (5) calendar days of the test date. Failing test results must be submitted within 24 hours of the test date.

Repairs: Any assembly that does not pass routine testing must be repaired or replaced within thirty (30) days of the initial test. If repairs or replacement cannot be completed within this timeframe, the customer must notify the City. The City will evaluate the risk the failed assembly poses to the water supply and may discontinue water service if required.

Repairs to backflow prevention assemblies must use only Original Equipment Manufacturer (OEM) parts. If OEM parts are unavailable, an approved backflow prevention assembly must be installed as a replacement.

Frequency of Inspection and Testing: Inspection and testing of backflow preventers will be performed:

- At the time of installation;
- Annually after installation;
- After repair, reinstallation, permanent relocation, or re-plumbing;
- Any time the assembly is found to not be in good repair; and
- After a backflow incident

All air gap separations must be inspected annually and after any modifications to the installation when used for premises containment.

The City may mandate more frequent inspections and/or testing of a backflow preventer if it protects against a high-health hazard or consistently fails annual tests or inspections.

The City is responsible for inspecting and testing all backflow preventers and air gaps owned by the City.

Enforcement: To enforce the ordinance, it may be necessary to suspend water service to the premises or premises under common control. If water service is terminated, the Local Health Agency may be notified.

If the City determines that service termination is too challenging or may pose a health risk, it may arrange for a contractor to complete the required repairs, replacements, or installations, and charge the customer for the cost of these services along with an administrative penalty. The customer will receive written notification detailing the corrective actions to be taken and the timeline for completion. If the customer does not take action, the work will proceed as planned. The City of San Fernando reserves the right to enforce the corrective actions and terminate service at the discretion of the program coordinator.

Recordkeeping

The City must maintain specific records and ensure they are available to the State Water Board upon request. These records include:

- The two latest hazard assessments for each user site.
- Detailed records of backflow prevention assembly (BPA), including type, size, manufacturer, model, installation date, location, serical number, account number, customer of record, repair history, and highest threat potential hazard from which the BPA is protecting the water system. These must be accessible for review by the SWRCB upon request.
- Records for each air gap (AG) installation, including location, associated hazard, owner, and as-built plans.
- Testing records for all assemblies, including test results from BPA testing, AG inspections, and swivel-ell tests, along with tester names, test/repair dates, and certification numbers. As required by Title 17, these records must be retained for the lifetime of the assemblies. Additionally, any BPA repairs, replacements, or relocations must be documented and kept for the same duration.
- Records of the most recent cross-connection tests, such as shutdown or dye tests.
- If a site supervisor was designated, then their contact information for the user supervisor and water user must be recorded, as well as any applicable training and qualifications as described by CCCPH section 3.2.2(f)
- Descriptions and follow-up actions related to all backflow incidents.
- Contact information and qualifications of any designated user supervisor, if applicable.
- Copies of any contracts related to the cross-connection control program.
- The current Cross-Connection Control Plan.
- Public outreach and education materials issued in the past three years.

Backflow Incident Response, Reporting, and Notifications

Backflow Incident Response Plan

The City's Backflow Incident Response Plan, located as Appendix E, is incorporated into the City's emergency response program, as mandated by CCCPH Article 5. The Backflow Incident Response Plan indicates the procedures that will be used for investigating and responding to suspected or actual backflow incidents in accordance with Article 5 of the CCCPH.

Backflow Incident Reporting and Notification

The City will notify the SWRCB and local health agencies of any known or suspected incident of backflow within 24 hours of determination. If required by the SWRCB, the City shall issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.

If required by the SWRCB, the City shall submit, by a date specified by the SWRCB, a written incident report describing the details and affected area of the backflow incident, the actions taken by the City in response to the backflow incident, and the follow up actions to prevent future backflow incidents. The written report shall contain the requested information in CCCPH Appendix B, which has been extracted and included as the City's Appendix F.

Public Outreach and Education

The City will distribute informational material explaining the importance of backflow prevention to its customers.

To promote public health awareness to its customers, the City's Water Department will conduct ongoing public education efforts, including, but not limited to:

- Distributing informational materials explaining the importance of backflow prevention.
- Providing guidance to new customers during the plan review and installation process.
- Hosting periodic workshops or webinars for contractors, property managers, and water users, and;
- Making CCCP resources available on the city's website for easy access

These educational efforts are aimed at improving awareness, ensuring voluntary compliance, and reinforcing the City's commitment to drinking water safety.

Local Entity Coordination

The City will coordinate with all relevant local entities involved in cross-connection control and public health protection to ensure hazard assessments are conducted, appropriate backflow protection is in place, and assistance is provided for investigating backflow incidents.

Additionally, the City will distribute copies of its CCC program to applicable entities and notify the appropriate agencies of any policy or procedural changes that may affect them. The preferred local agency is the LA County Health Department of Public Health Cross-Connection & Pollution Control Program.

Appendix A:
City of San Fernando Resolution 8400

Appendix B:
Acronyms and Abbreviations

Acronyms and Abbreviations

As used in this policy, acronyms and abbreviations reference the following:

Acronym or Abbreviation	***Meaning***
AB	Assembly Bill
AG	Air Gap separation
BAT	Best Available Technology
BPA	Backflow Prevention Assembly
Bus. & Prof. Code	Business and Professional Code
CA	California
CBSC	California Building Standards Commission
CCCPH	Cross-Connection Control Policy Handbook
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CHSC	California Health and Safety Code
Civ. Code	Civil Code
DC	Double Check valve backflow prevention assembly
DCDA	Double Check Detector backflow prevention Assembly
DCDA-II	Double Check Detector backflow prevention Assembly – type II
Division	Division of Drinking Water
EPA	Environmental Protection Agency
Gov. Code	Government Code
MCL	Maximum Contaminant Level
Pen. Code	Penal Code
PVB	Pressure Vacuum Breaker backsiphonage prevention assembly
PWS	Public Water System
RP	Reduced Pressure principle backflow prevention assembly
RPDA	Reduced Pressure principle Detector backflow prevention Assembly
RPDA-II	Reduced Pressure principle Detector backflow prevention Assembly – type II
RW	Recycled Water
SB	Senate Bill
SDWA	Safe Drinking Water Act
State Water Board	State Water Resources Control Board
SVB	Spill-resistant Pressure Vacuum Breaker backsiphonage prevention assembly
U.S.	United States

Appendix C:
High Hazard Premises
(Appendix D of SWRCB's CCCPH)

Appendix D

High Hazard Premises

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APPENDIX D

HIGH HAZARD CROSS-CONNECTION CONTROL PREMISES

The list below identifies premises that require backflow protection provided by an air gap or a reduced pressure principle backflow prevention assembly, unless noted otherwise. The list below is not intended to be all-inclusive. A PWS, State Water Board, or local health agency may require an AG, RP, or both to protect a PWS from other hazards not listed below and identified in premises through the hazard assessment completed in CCCPH Chapter 3, section 3.2.1. A PWS may reduce or increase the minimum protection required for a previously hazard-assessed user premise following a hazard reassessment as described in CCCPH Chapter 3, section 3.2.1.

1. Sewage handling facilities
2. Wastewater lift stations and pumping stations
3. Wastewater treatment processes, handling, or pumping equipment that is interconnected to a piping system connected to a PWS (+)
4. Petroleum processing or storage plants
5. Radioactive material storage, processing plants or nuclear reactors
6. Mortuaries
7. Cemeteries
8. Sites with an auxiliary water supply interconnected with PWS (+)
9. Sites with an auxiliary water supply not interconnected with PWS
10. Premises with more than one connection to the PWS (++++)
11. Recycled water (++)(+++)
12. Recycled water interconnected to piping system that contains water received from a PWS (+)
13. Graywater systems, as defined in California Water Code Section 14876, that are interconnected to a piping system that is connected to a PWS
14. Medical facilities
15. Kidney dialysis facilities
16. Dental office with water-connected equipment
17. Veterinarian facilities
18. Chemical plants
19. Laboratories
20. Biotech facilities
21. Electronics manufacture
22. Dry cleaner facilities
23. Industrial or commercial laundry facilities
24. Metal-plating facilities
25. Business park with a single meter serving multiple businesses
26. Marine-port facilities
27. Car wash facilities
28. Mobile home park, RV park, or campgrounds with RV hookups

29. Hotels/motels
30. Gas stations
31. Fire stations
32. Solid waste disposal facilities
33. Pet groomers
34. Agricultural premises
35. Hazard assessment access denied or restricted
36. Railroad maintenance facilities
37. Incarceration facilities (e.g. prisons)
38. Temporary connections to fire hydrants for miscellaneous uses, including construction
39. Private water distribution mains
40. Drinking water storage tank overflow connected to a sump or storm drain (+)
41. Airports

(+) Premise isolated by air gap only except as allowed through CCCPH Section 3.2.2(c)

(++) Dual-plumbed use areas established per CCR Title 22, Section 60313 through 60316.

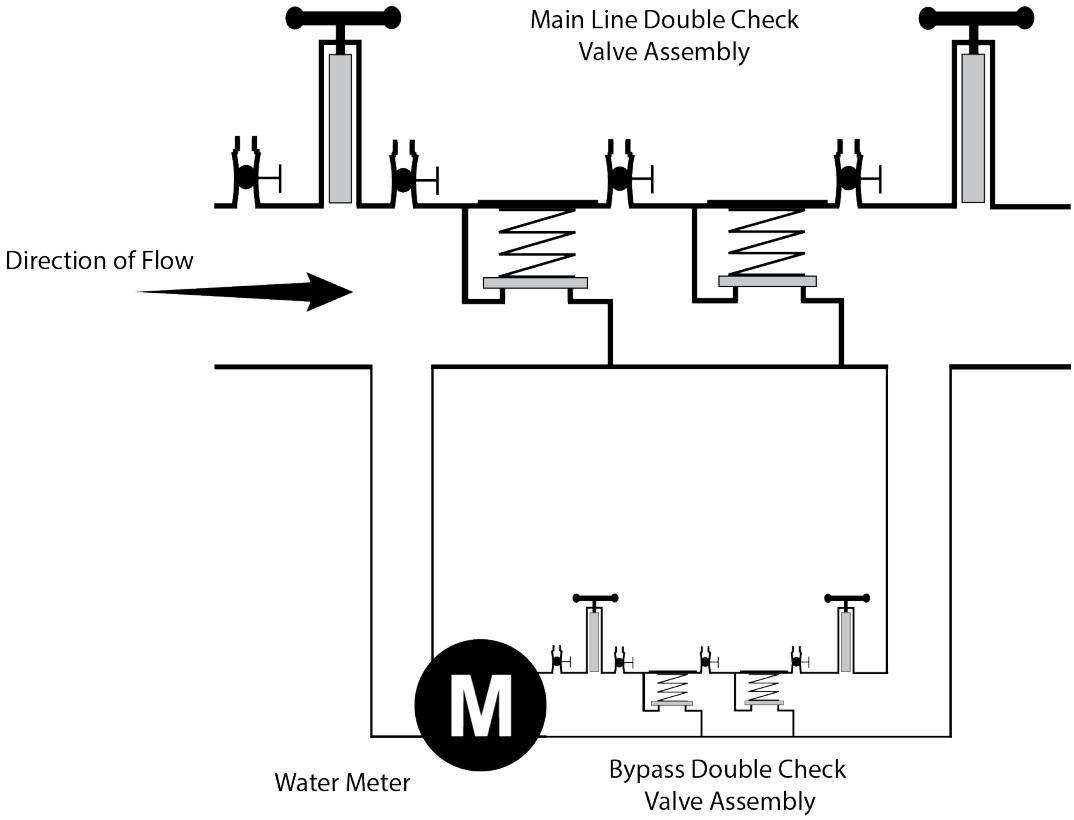
(+++) Residences using recycled water for landscape irrigation as part of an approved dual plumbed use area established pursuant to CCR Title 22, sections 60313 through 60316 shall use, at a minimum, a DC. If the water supplier is also the supplier of the recycled water, then the recycled water supplier may obtain approval of the local public water supplier or the State Water Board, to utilize an alternative backflow protection plan that includes an annual inspection of both the recycled water and potable water systems and an annual cross-connection test of the recycled water and potable water systems pursuant to subsection 60316(a) in lieu of any BPA.

(++++) All connections must receive at least the same level of protection excluding fire protection when connected to the PWS distribution system (e.g. if one connection requires an RP then all connections must have RPs installed).

Appendix D:
Backflow Prevention Assembly Diagrams
(Appendix E of SWRCB's CCCPH)

Appendix E

Diagram 1
Double check detector backflow prevention assembly[1]

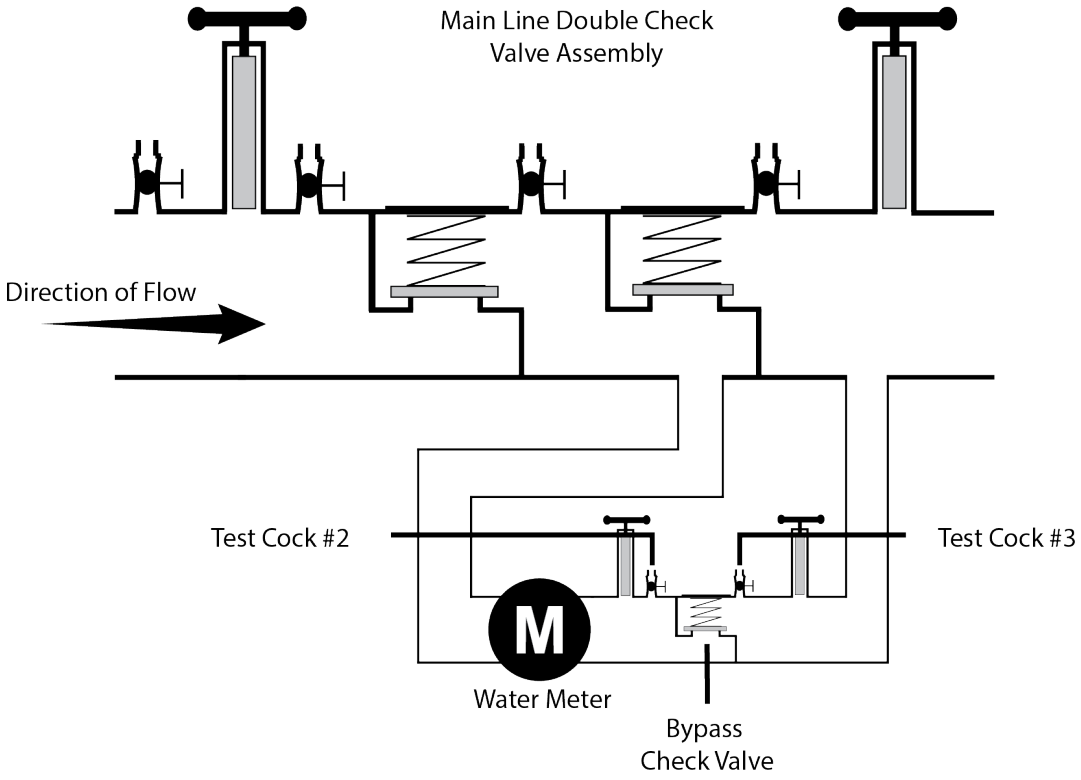


[1] © 2023 University of Southern California. Used with permission.

Appendix E

Diagram 2

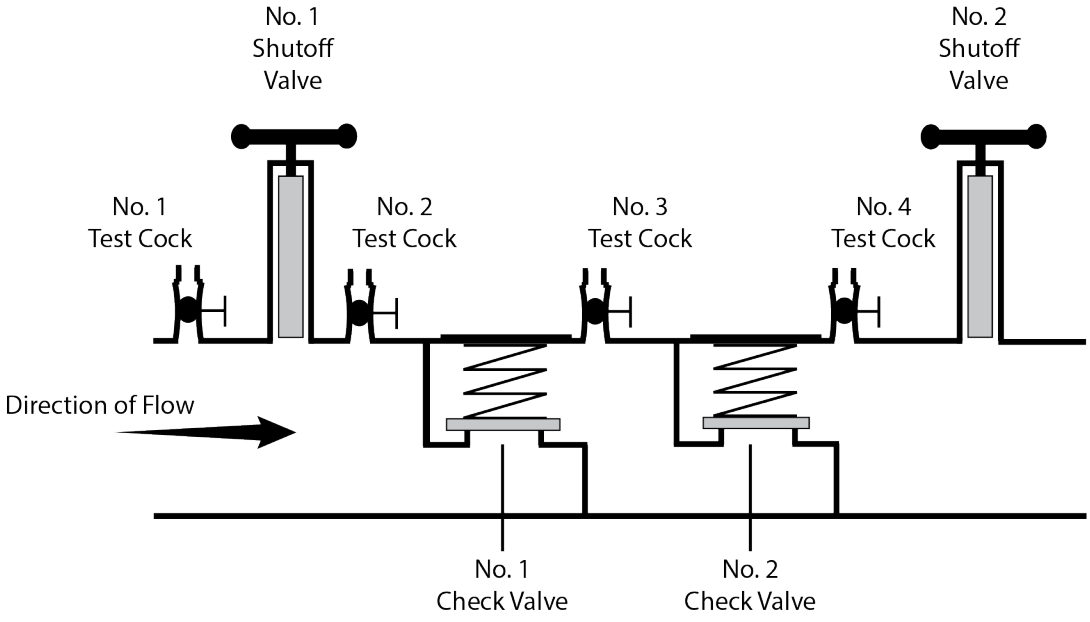
Double check detector backflow prevention assembly – type II [2]



[2] © 2023 University of Southern California. Used with permission.

Appendix E

Diagram 3
Double check valve backflow prevention assembly[3]

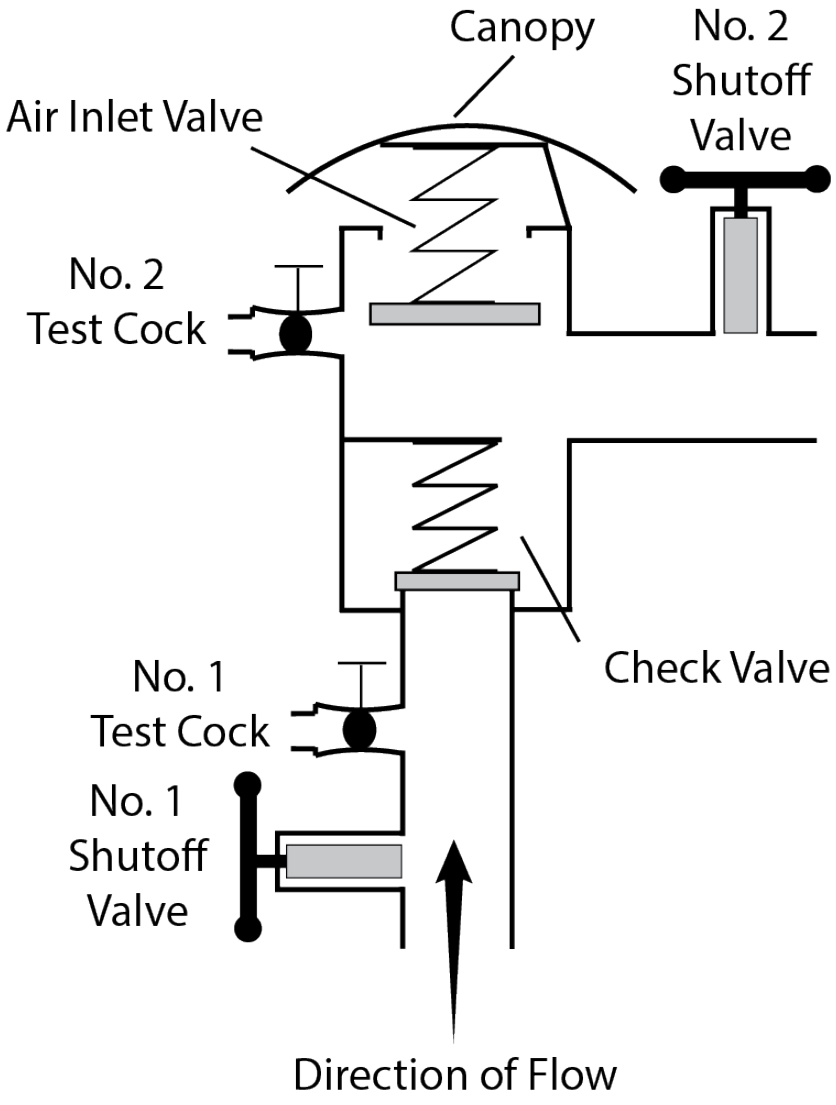


[3] © 2023 University of Southern California. Used with permission

Appendix E

Diagram 4

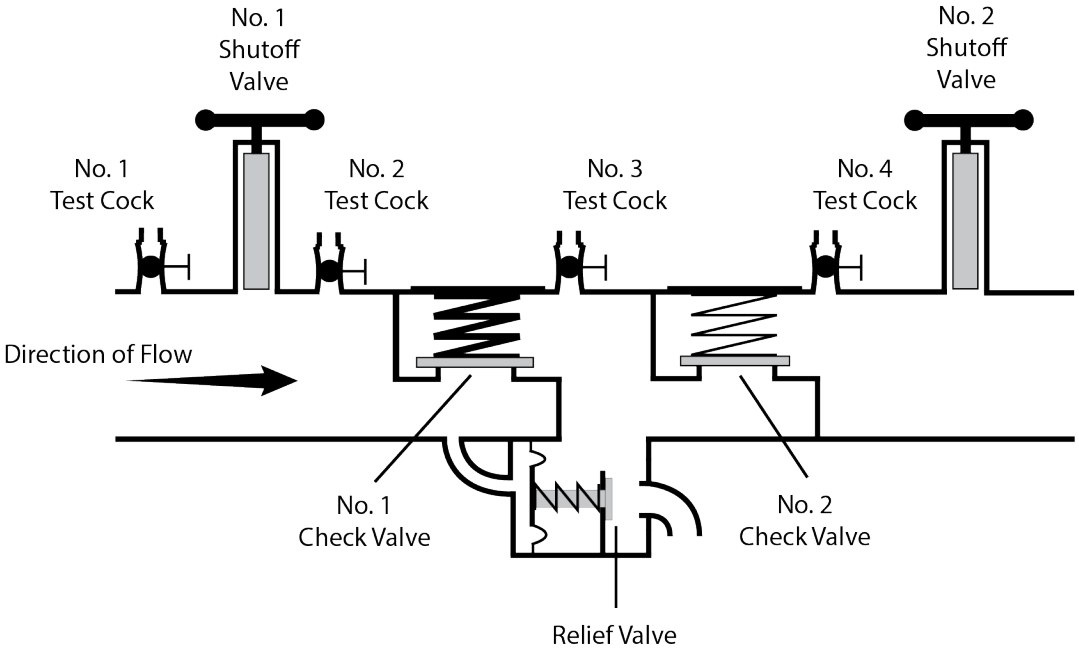
Pressure vacuum breaker backsiphonage prevention assembly [4]



[4] © 2023 University of Southern California. Used with permission

Appendix E

Diagram 5
Reduced pressure principle backflow prevention assembly [5]

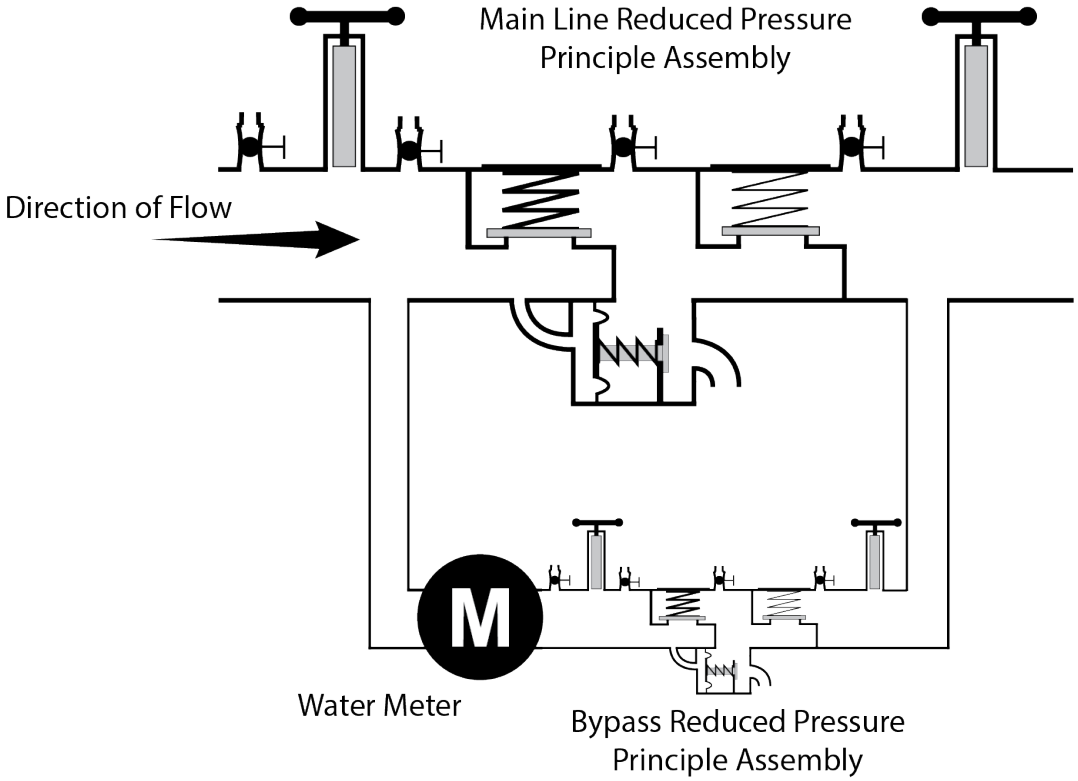


[5] © 2023 University of Southern California. Used with permission

Appendix E

Diagram 6

Reduced pressure principle detector backflow prevention assembly [6]

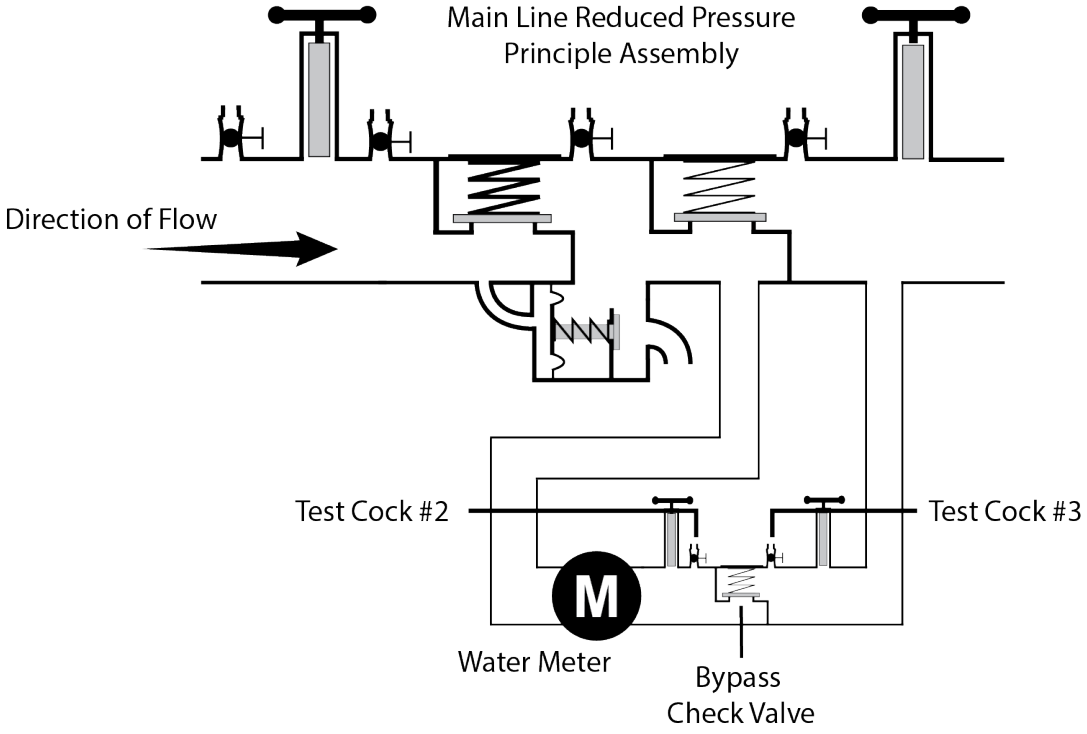


[6] © 2023 University of Southern California. Used with permission

Appendix E

Diagram 7

Reduced pressure principle detector backflow prevention assembly – type II [7]

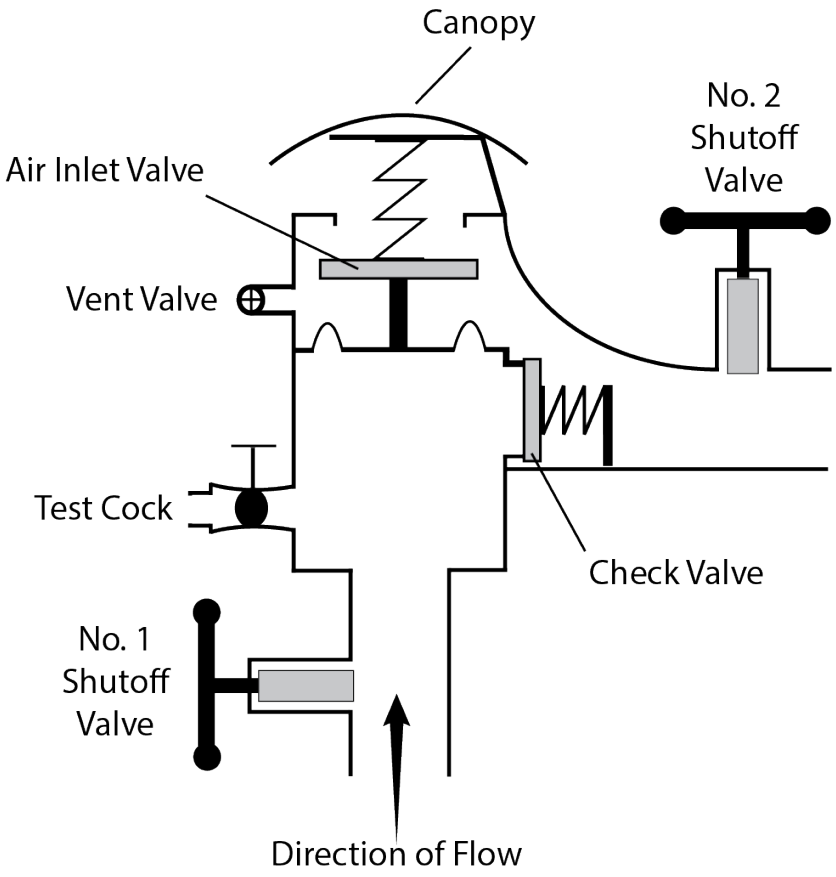


[7] © 2023 University of Southern California. Used with permission

Appendix E

Diagram 8

Spill-resistant pressure vacuum breaker backsiphonage prevention assembly [8]



[8] © 2023 University of Southern California. Used with permission

Appendix E:
Backflow Incident Response Plan

BACKFLOW INCIDENT RESPONSE PLAN

This Backflow Incident Response Plan should be considered a supplement to the City's Emergency Response Plan.

The City will investigate and respond to suspected backflow incidents including, but not limited to, the following:

- Consideration of complaints or reports of changes in water quality as possible incidents of backflow;
- Water quality sampling and pressure recording; and
- Documentation of the investigation, and any response and follow-up activities.

The City will immediately begin a backflow incident investigation whenever the initial evaluation of a water quality complaint indicates that:

- A backflow incident has occurred (i.e., drinking water supply has been contaminated) or may have occurred; or
- The complaint can't be explained as a "normal" aesthetic problem.

Also, whenever a water main break (or power outage for pumped systems) causes a widespread loss of water pressure in the system (creating backsiphonage conditions), the City will initiate a check of distribution system water quality as a precursor to the need for a backflow incident investigation.

Per the CCCPH the City will notify the SWRCB and local health jurisdiction of any known or suspected incident of backflow **within 24 hours of the determination**. If required by the State Water Board, the City will issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.

The investigation will be made by or initially led by the City's certified Cross-Connection Control Specialist. The investigation team may include state health (regional) staff, local health personnel and/or local plumbing inspectors.

If required by the State Water Board, the City must submit, by a date specified by the State Water Board, a written incident report describing the details and affected area of the backflow incident, the actions taken by the City in response to the backflow incident, and the follow up actions to prevent future backflow incidents. The Backflow Incident Report Form is included as Appendix F of this Cross-Connection Control Plan.

BACKFLOW INCIDENT RESPONSE PLAN

The following will be used as initial guidance for dealing with backflow incidents:

Customer Notification

As soon as possible, the City will notify customers not to consume or use water. The City will start the notification with the customers nearest in location to the assumed source of contamination.

Where a customer cannot be contacted immediately, the City will place a written notice on the front door handle.

Identification of Source of Contamination

The City will consider the distribution system as a potential source of the contaminant and will not start flushing the distribution system until the source of contamination is identified.

The City will conduct a house-to-house survey to search for the source of contamination and the extent that the contaminant has spread through the distribution system.

Note: a check of water meters may show a return of water (meter running backward) to the distribution system.

When the cross connection responsible for the system contamination is located, the City will discontinue water service to that customer, until the customer completes the corrective action ordered by the City.

Isolation of Contaminated Portion of System

The City will isolate the portions of the system that are suspected of being contaminated by closing isolating valves while ensure that positive water pressure is maintained throughout the system.

Public Health Impacts

The City will seek immediate input from and work with state and local health agencies to accurately communicate and properly mitigate potential health effects resulting from the backflow incident.

Cleaning/Disinfecting the Distribution System

The City will clean the contaminated distribution system consistent with the contaminant(s) identified.

Where both chemical and bacteriological contamination has occurred, the City will disinfect the system after the removal of the chemical contaminant.

Where any bacteriological contamination is suspected, the City will provide field disinfection.

BACKFLOW INCIDENT RESPONSE PLAN

Most chemical or physical contaminants can be flushed from the water distribution system or customer's plumbing system with adequate flushing velocity. However, this may not be the case in systems where scale and corrosion deposits (e.g., tuberculation on old cast iron mains) provide a restriction to obtaining adequate flushing velocity, or where chemical deposits or bacteriological slimes (biofilm) are present (on which the chemical contaminant may adhere).

When adding any chemical to remove a contaminant from the distribution system, it is essential that the City fully understands the chemistry of the contaminant. Adding the wrong chemical could make the contaminant more toxic to customers and/or more difficult to remove from the distribution system. To disinfect water mains using the "slug" or "continuous flow" method, a field unit should be used for chlorine injection, such as a chemical feed - metering or proportioning pump for sodium hypochlorite. The City should contact the appropriate SWRCB regional office to discuss proposed approaches to contaminant removal and disinfection prior to taking corrective action.

The City may discuss the following, but will not be limited to:

- Consideration of complaints or reports of changes in water quality as possible incidents of backflow;
- Notification of affected population;
- Notification and coordination with other agencies, such as SWRCB, the LAA, and the local health jurisdiction;
- Identification of the source of contamination including water quality sampling and pressure recording;
- Isolation of the source of contamination and the affected area(s);
- Cleaning, flushing, and other measures to mitigate and correct the problem;
- Apply corrective actions to prevent future backflow occurrences; and
- Documentation of the investigation, and any response and follow-up activities.

Appendix F:
Backflow Incident Response Form

BACKFLOW INCIDENT REPORT FORM

Water System: _____

Water System Number: _____

Incident Date: _____

Incident Time (if known):_____

Incident Location: _____

How was the incident discovered?

_____

Backflow Originated from:

Premise Location: _____

Address: _____

Premise Contact Person: _____ Title:_____

Phone:_____ Email: _____

Connection Type: (please check one)

☐ Industrial ☐ Commercial ☐ Single-Family Residential ☐ Multi-Family Residential

☐ Irrigation ☐ Recycled Water ☐ Water System Facility

☐ Other: _____

Description and source of backflow substance (please be as descriptive as possible):

_____

_____

If available, please attach an MSDS or other chemical description form

Was the backflow fluid contained within the user side? YES ☐ NO ☐

Estimated Number of Affected Persons: _____

Number and description of consumer complaints received:

_____

_____

Did any consumers report illness? Please describe.

_____

_____

If applicable, please describe the consumer notification:

_____

_____

INVESTIGATION

Please describe the water system investigation including time frames:

_____

_____

_____

_____

_____

_____

What was the area system pressure? _____

Is this within typical range: YES ☐ NO ☐ - typical pressure: _____

Was a sample of the water contaminated by the backflow incident collected and stored before flushing? YES ☐ NO ☐

Please describe all sampling:

_____

_____

_____

DDW recommends laboratory or field sampling for the following parameters: total coliform, E. coli, free and total chlorine residual, pH, odor, turbidity, temperature, and color. Additional sampling should be collected at the PWS and regulatory agency's discretion.

CORRECTIVE ACTIONS

Please describe the corrective actions taken by the water system:

_____

_____

_____

_____

_____

_____

Was the chlorine residual increased after discovery of backflow incident? YES ☐ NO ☐

Date of the last cross-connection control hazard assessment of the premise with the backflow incident conducted: _____

Did the premise have backflow prevention assemblies? YES ☐ NO ☐

Date of most recent backflow prevention assembly test(s): _____

When was the Division of Drinking Water or Local County Health office notified?

Date: _____Time: _____ Contact Person: _____

Was the Division or Local County Health notified within 24 hours? YES ☐ NO ☐

Other agencies or organizations contacted?

CERTIFICATION

Name: _____ Job Title: _____

Certification(s): _____

_____

Please list all cross-connection control related certifications including number and expiration date

I certify that the forgoing information is true and correct to the best of my ability.

Signature: _____ Date: _____

Attach the following applicable documentation

1. Laboratory Test Results
2. Sketch of the cross-connection and modifications
3. MSDS or chemical information forms if chemical hazard is known
4. Applicable backflow assembly test reports including the most recent test before the incident
5. Other relevant supporting documentation

ATTACHMENT "B"

RESOLUTION NO. 8400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNA, ADOPTING THE 2025 CROSS CONNECTION CONTROL PLAN FOR THE CITY OF SAN FERNANDO PUBLIC WORKS WATER DIVISION

WHEREAS, Sections 7583 through 7594 of Title 17 of the California Code of Regulations mandated that a California Public Water System shall protect the public water system from contamination by implementation of a cross-connection control program (Title 17 Regulations), and

WHEREAS, the State Water Resources Control Board adopted the Cross-Connection Control Policy Handbook (CCCPH) on December 19, 2023, which became effective July 1, 2024, rescinded Title 17 Regulations and established statewide requirements for public water systems to prevent backflow and cross-connection hazards; and

WHEREAS, pursuant to Health and Safety Code Sections 116407 and 116555.5, and Assembly Bills 1671 and 1180, public water systems are required to implement a cross-connection control program consistent with the CCCPH; and

WHEREAS, the CCCPH requires that a California public water system submit a compliant Cross-Connection Control Plan (Plan) to the State Water Resources Control Board by July 1, 2025; and

WHEREAS, the City of San Fernando Public Works Water Division staff have developed a comprehensive Plan to meet the requirements of the CCCPH and to ensure the long-term protection of the City's potable water distribution system; and

WHEREAS, the CCCPH requires the City of San Fernando Public Works Water Division to possess local authority to enforce its requirements; and

WHEREAS, the City of San Fernando Public Works Water Division currently maintains local authority through the City's Chapter 94, Article III, Division 2 Cross Connection Control of the City of San Fernando's Municipal Code Section 94-226 thru Sections 94-234. Which governs backflow prevention and cross-connection enforcement, and is aligned with CCCPH requirements as outlined in the Plan; and

WHEREAS, the City of San Fernando's CCCP will incorporate a system-wide hazard assessment cycle, expand enforcement timelines and definitions, and affirm the legal and financial responsibilities of water users for backflow compliance; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council of the City of San Fernando hereby authorizes City of San Fernando Public Works Water Division staff to submit the Cross-Connection Control Plan to the State Water Resources Control Board for review. If the State Water Resources Control Board asks for revisions, modifications, or does not approve the Cross-Connection Control Plan, City Public Works Water Division staff shall make any revisions necessary to achieve compliance with the CCCPH.

SECTION 3. The City Council of San Fernando adopts the amendments to the CCCP to incorporate the provisions of the Plan, including a recurring hazard assessment cycle, expanded high-risk criteria, enforcement timelines, and the legal and financial responsibility of the user, ensuring consistent program enforcement in alignment with the CCCPH.

SECTION 4. The City Council of San Fernando authorizes the Public Works Director, or the Water Operations Manager, or their designee, to implement the Plan and make minor administrative revisions as needed to maintain compliance with state regulations and guidance.

SECTION 5. The Plan shall be administered by the Cross Connection Specialist under the supervision of the Water Distribution System Supervisor and oversight of the Water Superintendent and Water Operations Manager and Public Works Director.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and The documents and materials associated with this Resolution that constitute the record of proceedings are located at the City of San Fernando City Clerk's office, 117 Macneil Street, San Fernando, California 91340.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8400 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of September, 2025.

_____

Julia Fritz, City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Wendell Johnson, Director of Public Works

Date: September 2, 2025

Subject: A Continued Public Hearing to Consider and Approve Introduction for First Reading of an Ordinance Amending Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code to Implement a Residential Parking Permit Program

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, approve introduction for first reading Ordinance No. 1736 (Attachment "A") in title only, and waive further reading "An Ordinance of the City Council of the City Of San Fernando, California, amending Chapter 90 (Traffic And Vehicles) of the San Fernando Municipal Code to implement a Residential Parking Permit Program (RPP)".

BACKGROUND:

1. On April 15, 1991, the City Council established a Residential Parking Permit (RPP) Program with the adoption of Ordinance No. 1379.

2. On August 16, 2021, the City Council adopted the Citywide Parking Management Master Plan that, along with other parking related elements, recommended amendments and other modifications to the City's current Residential Parking Permit Program.

3. In Fiscal Year (FY) 2022-2023, the City Council approved $100,000 in funding to engage a consultant to provide Residential Parking Permit Program implementation services.

4. On July 15, 2024, the City Council approved a Professional Services Agreement (Contract No. 2268) with Dixon Resources Unlimited ("Dixon") for residential parking implementation professional consulting services in an amount to not exceed $84,735.

5. Since August 2024, staff and Dixon began conducting parking utilization studies, internal needs assessment with staff, and community engagement through a community wide survey and two (2) rounds of community meetings.

6. On November 7, 2024, and April 16, 2025, staff and Dixon met with the Parking Ad Hoc Committee to provide project updates and gather feedback.

7. On April 3, 2025, the Transportation and Public Safety Commission received and filed a presentation on the Citywide Residential Parking Permit Program.

8. On April 14, 2025, the Planning and Preservation Commission received and filed a presentation on the Citywide Residential Parking Permit Program.

9. On May 19, 2025, the City Council received a presentation on the overview of the Citywide Residential Parking Permit Program.

10. On July 7, 2025, staff presented the first of amendments to Chapter 90 of the San Fernando Municipal Code. These Amendments included restrictions on campers and RVs, and revitalizing the RPP program.

11. On August 4, 2025, staff presented the second reading of amendments to Chapter 90 of the San Fernando Municipal Code. The passage failed at the second reading.

12. On August 7, 2025, staff presented the draft version of the Administrative Guidelines to the Transportation and Public Safety Commission.

13. On August 18, 2025, the public hearing was continued to the next regular meeting.

ANALYSIS:

Local governments should update parking ordinances regularly to keep pace with changing transportation trends, urban development, and community needs. Updated ordinances can support economic growth by encouraging parking turnover in business districts and aligning with land use changes. They also help improve accessibility, ensure compliance with Americans With Disabilities Act (ADA) requirements. Regular reviews ensure the rules remain fair, legally sound, and effective in addressing the evolving demands of residents, businesses, and visitors. Parking was identified as one of the top 10 City Council priorities for the 2025-2026 Fiscal Year due to increased density and growing parking challenges.

Staff is proposing amendments to Chapter 90 of the San Fernando Municipal Code to address both the reestablishment of the RRP program and general language modernization throughout the chapter, including the modernization of the parking payment devices- parking meter- section

of the Chapter. Full Ordinance is provided in Attachment "A", and a redline version is provided in Attachment "B".

On May 19, 2025, the City Council received a presentation that summarized all aspects of the proposed RPP program. The purpose of this presentation was to get feedback from Council for potential inclusion in the proposed Ordinance and Administrative Guidelines, prior to formal introduction.

On July 7, 2025, the City Council approved the first reading of Ordinance No. 1735 on a 3- 1 vote in favor, with the following recommendations:

1. Clarify exceptions to the four (4) contiguous block minimum requirement in the RPP Administrative Guidelines; and

2. Clarify the process for establishing RPP zones in the Administrative Guidelines.

Both items will be addressed in the Administrative Guidelines, which was reviewed by the Transportation and Public Safety Commission on August 7, 2025. The tentative date to present the Administrative Guidelines to the City Council for consideration is tentatively scheduled for October 6, 2025.

On August 4, 2025, the City Council did not approve the second reading and suggested bringing back for first reading an updated ordinance. The Council recommended that the RV/Camper elements of the initial ordinance be bifurcated, leaving only the proposed RPP and parking payment device amendments as outlined below in the revised ordinance.

<u>Residential Parking Permit Program.</u>
The RPP Program ensures on-street parking in residential areas remains available to residents amid increased regional traffic. Benefits include reduced congestion, prioritized parking for residents, improved safety, and enhanced neighborhood livability.

The proposed amendments to the RPP Program address three (3) key aspects:

- City Council has the authority to create, modify, or dissolve parking zones through resolution.

- There is a recommended minimum zone size of approximately 1,500 feet of street frontage or four (4) contiguous block faces on both sides of the street. Any proposed RPP zone would require formal approval by the City Council following a recommendation from the Transportation and Public Safety Commission.

- The remaining parameters of the program will be dictated by the Administrative Guidelines, which will be maintained by the Public Works director.

This structure allows timely updates to address evolving parking needs while maintaining oversight.

Parking Payment Devices (Parking Meters).
Since 2024, the City has engaged in a comprehensive re-evaluation of its parking payment device program, with a particular emphasis on the City's parking meters (more than 300 meters). This has included removing meters no longer compliant with state law, and the phasing out of old coin meters with new smart meters that accept several forms of payment.

The proposed Ordinance authorizes the City Manager (or designee) to adjust meter rates by up to $0.50 per fiscal year in $0.25 increments, based on data and operational costs. Larger changes require City Council approval. This allows timely, data-driven adjustments to meet demand and City policy goals.

General Updates to Chapter 90 (Traffic and Vehicles).
Originally adopted in 1957, Chapter 90 contained outdated provisions. These updates revise definitions, clarify parking restrictions, and ensure flexibility for future changes.

The RV/camper proposed ordinance amendments will be presented to the City Council at a future City Council meeting.

BUDGET IMPACT:

There is no direct budget impact to adopt amendments to Chapter 90, Traffic and Vehicles.

CONCLUSION:

Staff recommends that the City Council conduct a public hearing; pending public testimony, approve introduction for first reading of Ordinance No. 1736 (Attachment "A") in title only, and waive further reading "An Ordinance Of The City Council Of The City Of San Fernando, California, Amending Chapter 90 (Traffic And Vehicles) Of The San Fernando Municipal Code To Implement A Residential Parking Permit Program (RPP)".

ATTACHMENTS:

A. Ordinance No. 1736
B. Amendments to Chapter 90 (Redline Version)

ATTACHMENT "A"

ORDINANCE NO. 1736

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 90 (TRAFFIC AND VEHICLES) OF THE SAN FERNANDO MUNICIPAL CODE TO IMPLEMENT A RESIDENTIAL PARKING PERMIT PROGRAM (RPP)

WHEREAS, "[t]he initial grant of power in [California Vehicle Code] section 22507 broadly empowered localities to regulate parking within their jurisdiction" (Freidman v. City of Beverly Hills (1996) 47 CA4th 436, 443); and

WHEREAS, the language of Vehicle Code Section 22507 harmonized and read as a whole, shows that the state turned over regulation of parking minutiae to localities (Freidman v. City of Beverly Hills 47 CA4th 436, 443); and

WHEREAS, the parking of any type of vehicle on certain streets or highways may be prohibited or restricted, during all or certain hours of a day, where signs or markings giving adequate notice of such regulations have been placed (Vehicle Code Section 22507);

WHEREAS, Vehicle Code section 22507 provides that local authorities may, by ordinance or resolution, prohibit or restrict the stopping, parking, or standing of vehicles, including, but not limited to, vehicles that are six feet or more in height (including any load thereon) within 100 feet of any intersection, on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, local authorities may, ordinance or resolution, prohibit or otherwise restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day and such restrictions may apply to any type of vehicle (Vehicle Code Section 22507; People v. Garth (1991) 234 CA3d 1797, 1800)

WHERERAS, Vehicle Code section 22507.5 further provides that local authorities may, by ordinance or resolution, prohibit or restrict the parking or standing of vehicles on certain streets or highways, or portions thereof, between the hours of 2 a.m. and 6 a.m.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 90-1 (Definitions) of Article I (General) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Generally. *Whenever any words or phrases used in this chapter are not defined in this section, but are defined in the state Vehicle Code, such definitions are incorporated in this chapter and shall be deemed to apply to such words and phrases used in this chapter as though set forth in full in this section. Unless otherwise provided under this Chapter, the various defined terms set forth under Vehicle Code sections 100 through 680 when used in this chapter shall have the same meaning as set forth under Vehicle Code sections 100 through 680 as the same may be amended from time to time by the legislature.*

Central traffic district *means all streets and portions of streets within the area described as follows:*

> *Commencing at the intersection of the centerline of the Southern Pacific Railroad right-of-way with the northwesterly boundary of the city; thence proceeding southwesterly along the northwesterly boundary of the city to the southwesterly boundary thereof; thence southeasterly along the southwesterly boundary to the centerline of Meyer Street (also city boundary line); thence southwesterly along the centerline of Meyer Street to the southwesterly line of Celis Street; thence along the southwesterly line of Celis Street to the northwesterly line of Workman Street; thence southwesterly along the northwesterly line of Workman Street to the southwesterly line of Pico Street; thence southeasterly along the southwesterly line of Pico Street to the northwesterly line of Carlisle Street; thence southwesterly along the northwesterly line of Carlisle Street to the southwesterly line of Kewen Street; thence southeasterly along the southwesterly line of Kewen Street to the southeasterly line of Chatsworth Drive; thence northeasterly along the southeasterly line of Chatsworth Drive to the southwesterly line of Pico Street; thence southeasterly along the southwesterly line of Pico Street to the southeasterly line of Wolfskill Street; thence northeasterly along the southeasterly line of Wolfskill Street to the southwesterly line of Celis Street; thence southeasterly along the southwesterly line of Celis Street to the southeasterly boundary of the city; thence northeasterly along the southeasterly boundary to the centerline of the Southern Pacific Railroad right-of-way; thence northwesterly along the centerline to the southeasterly line of Brand Boulevard; thence along the southeasterly line of Brand Boulevard to the northeasterly line of Second Street and its southeasterly prolongation; thence northwesterly along the northeasterly line of Second Street and its prolongation to the northwesterly line of Macneil Street; thence northeasterly along the northwesterly line of Macneil Street to the northeasterly line of Third Street; thence northwesterly along the northeasterly line of Third Street to the southeasterly line of Hagar Street; thence southwesterly along the southeasterly line of Hagar Street and the prolongation thereof to the centerline of the Southern Pacific Railroad right-of-way; thence northwesterly along such centerline to the northwesterly city limits and the point of beginning.*

Holidays *means January 1, February 12, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, September 9, the second Monday in October, November 11, Thanksgiving Day and December 25. If January 1, February 12, July 4, September 9, November 11, Thanksgiving Day, or December 25 falls upon a Sunday, the Monday following is a holiday.*

Loading zone *means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.*

Official time standard *means, whenever certain hours are named in this chapter, the standard time or daylight-saving time as may be in current use in the city.*

Park or parking *shall have the same meaning as set forth under Vehicle Code § 463 as the same may be amended from time to time.*

Oversized vehicle *means, any vehicle which exceeds twenty feet (20') in length, seven feet (7'") in width or eight feet (8') in height.*

Parking payment device *includes any parking meter, pay station, web application, or other device, that when an approved method of payment is used to purchase time for parking, the parking time for one or more vehicles is indicated.*

Parkway *means that portion of a street other than a roadway or a sidewalk.*

Passenger loading zone *means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.*

Pedestrian *shall have the same meaning as set forth under Vehicle Code § 467 as the same may be amended from time to time by the legislature.*

Police officer *means any sworn officer of the city police department, or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.*

SECTION 2. Section 90-205 (Prohibited in specified places) of Division 1 (Generally) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-205. Prohibited in specified places.

The City Engineer shall appropriately sign or mark the following places, and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

(1) *At any place within 20 feet of a point on the curb immediately opposite the midblock end of a safety zone.*

(2) *At any place within 20 feet of a crosswalk at an intersection in the central traffic district or in any business district, except that a bus may stop at a designated bus stop.*

(3) *Within 20 feet of the approach to any marked or unmarked crosswalk, traffic signal, boulevard stop sign or official electric flashing device.*

(4) *At any place where the city traffic engineer determines that it is necessary in order to eliminate dangerous traffic hazards.*

SECTION 3. Section 90-210 (Curb Markings) of Division 1 (Generally) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-210. Curb Markings.

(a) The City Engineer is authorized, subject to the provisions and limitations of this chapter, to place and when required in this chapter shall place the following curb markings to indicate parking or standing regulations, and such curb markings shall have the meanings as set forth:

1. *Red shall mean no stopping, standing or parking at any time except as permitted by the state Vehicle Code, and except that a bus may stop in a red zone marked or signed as a bus zone.*

2. *Where signs or yellow curb markings are in place, the specific area shall prohibit stopping, standing or parking at all times, unless limited to specific times as indicated by posted signage, for any purpose other than the active loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes and the loading or unloading of materials not more than 20 minutes.*

3. *Where signs or white curb markings are in place, the specific area shall prohibit stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three minutes, and such restrictions shall apply at all times, unless limited to specific times as indicated by posted signage, and except as follows:*

   a. *When such zone is in front of a hotel or in front of a mailbox, the restrictions shall apply at all times.*

   b. *When such zone is in front of a theater, the restrictions shall apply at all times, except when such theater is closed.*

4. *Where signs or green curb markings are in place, the specific area shall prohibit standing or parking for longer than 15 minutes at all times, unless limited to specific times as indicated by posted signage.*

5. *Blue shall mean parking limited exclusively to the vehicles of disabled persons and disabled veterans.*

(b) When the City Engineer, as authorized under subsection (a) of this section, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the subsections of subsection (a) of this section.

SECTION 4. Sections 90-211 through 90-213 of Division 1 (Generally) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby repealed, amended, and retitled in their entirety and replaced with the following amended sections which state the following: :

Sec. 90-211. Time-limited parking zones.

(a) One-hour parking limitation.

Central traffic district. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle within the central traffic district, except for such streets as are set forth in section 90-948 of this chapter, during the hours and days indicated by posted signage, for a period of time longer than one hour.

Business districts outside of central traffic district. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle within a business district outside of the central traffic district, except for such streets as are set forth in section 90-948 of this chapter, during the hours and days indicated by posted signage, for a period of time longer than one hour.

When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on such streets as are set forth in section 90-954, during the hours and days indicated by posted signage, for a period of time longer than one hour.

(b) Two-hour parking limitation on certain streets between certain hours.

When authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle on any of the streets enumerated in section 90-948 of this chapter for a period of time longer than two hours at any during the hours and days indicated by posted signage.

(c) Three-hour parking limitation on municipal parking lots between certain hours.

When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on any of the municipal parking lots enumerated in section 90-949 Section 90-949 for a period of time longer than three hours at any time during the hours and days indicated by posted signage.. However, this section shall not apply to any vehicle which has affixed thereon a valid permit for parking on such municipal parking lot, issued pursuant to any city ordinance or resolution.

Sec. 90-2212. Unlimited time for parking on municipal parking lots between certain hours.

When authorized signs are in place giving notice thereof, any person may stop, stand or park any vehicle on any of the municipal parking lots enumerated in section 90-950 of this chapter during the hours and days indicated by posted signage.

SECTION 5. ***Section 90-213. [Reserved]*** Section 90-215 (Prohibited in central traffic district between certain hours.) of Division 1 (Generally) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended in its entirety to now read as follows:

Sec. 90-215. Prohibited in central traffic district between certain hours.

(a) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any street in the central traffic district during the hours and days indicated by posted signage, for any purpose other than loading or unloading of passengers or materials subject to the limitations of section 90-249.

(b) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any of the following enumerated streets in the central traffic district of the city during the hours and days indicated by posted signage for any

purpose other than the loading or unloading of passengers or materials subject to the limitations of section 90-249: San Fernando Road between Mission Boulevard and Kittridge Street.

(c) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any of the following enumerated streets or portions of streets in the central traffic district of the city during the hours and days indicated by posted signage, for any purpose other than the loading or unloading of passengers or materials subject to the limitations of section 90-249: the northwesterly side of Maclay Avenue between Celis Street and Pico Street.

SECTION 6. Section 90-217 (Overnight parking.) of Division 1 (Generally) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended in its entirety and retitled to now read as follows:

Sec. 90-7217. Overnight parking of Commercial Vehicles.

(a) Commercial vehicles. No person shall stop, stand or park any commercial vehicle having a manufacturer's gross vehicle weight rating of 10,000 pounds or more on any street during the hours and days indicated by posted signage.

(b) Exceptions. Subsection (a) of this section shall not apply to commercial vehicles making pickups or deliveries of goods, wares and merchandise from or to any building and structure located on the restricted streets or highways or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted streets or highways for which a building permit has previously been obtained.

(c) Oversize vehicles. No person shall stop, stand or park any oversize vehicles on any street during the hours and days indicated by posted signage.

(d) Signing. Pursuant to Vehicle Code § 22507, signs giving adequate notice of the prohibitions contained in this section shall be placed within the city limits.

(e) Prohibited street locations. Prohibiting any vehicular parking during the hours and days indicated by posted signage on the following city streets:

(1) Arroyo Street between Fifth Street and the north city limits.

SECTION 7. Division 3 (Parking Meters) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is retitled as:

"Parking Payment Devices".

SECTION 8. Section 90-281 (Establishment of zones.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-281. Establishment of zones.

(a) For purposes of this section, a paid parking device shall mean any device used to accept payment for parking, such as parking meters, pay stations, mobile devices or other methods approved by the City Manager, and the term paid parking zone means an area in which signs, paid parking devices or curb markings prescribe a designated period for parking of vehicles.

(b) The City Council, on the recommendation of the City Manager or their designee, shall by resolution from time to time as traffic conditions require, designate paid parking zones, upon such streets or portions of streets of the City of San Fernando as are selected for the location of paid parking zones; and the City Manager or their designee shall install or cause to be installed appropriate paid parking devices and signage and shall cause paid parking spaces to be designated within paid parking zones in such numbers and in such places as may be necessary for the regulation, control and inspection of the vehicles therein.

SECTION 9. Section 90-282 (Resolution authorizing installation and location.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-282. Resolution authorizing installation and location.

The city council may, by resolution, specify the streets or portions of streets or city-owned or leased off-street parking lots within paid parking zones wherein the parking payment devices shall be installed, together with the maximum parking time limit thereon. The city engineer is authorized and directed to install or direct the installation of parking payment devices in such paid parking zones as so directed by the city council for the purpose and in such numbers and at such places as may be necessary to the regulation, control and inspection of the parking of vehicles therein, including the reservation of loading zones for commercial vehicles.

SECTION 10. Section 90-285 (Parking beyond legal parking time.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-285. Parking beyond legal parking time.

(a) It shall be unlawful for any person to cause, allow or permit any vehicle registered in their name or operated or controlled by them to be upon any street or city-owned or leased off-street parking lot within a paid parking zone, in any space adjacent to which a parking payment device is installed, for more than the maximum parking time limit fixed and established by ordinance of the City Council and indicated in the paid parking

space or any time during which the parking payment device is indicating that such space is illegally in use other than such time as it is necessary to operate the parking payment device to show legal parking, between the operational hours of any day.

(b) Each hour of continued parking during which the parking payment device is showing a signal indicating that such space is illegally in use shall constitute a separate offense and shall be punishable as such.

SECTION 11. Section 90- 286 (Operation as Prescribed by Council.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, standing and Parking) or Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby retitled and amended in its entirety to now state the following:

Sec. 90-286. Operation of parking payment devices.

(a) The legal method of payment, the parking time allowed following the deposit of the approved legal method of payment, and the directions which shall appear on the parking payment devices shall be established by the City Manager or designee.

(b) The base parking rates and maximum parking time limits shall be set by the City Council and includes in the City's adopted Fee Schedule.

(c) During each fiscal year, the City Manager, or designee, shall have the authority to adjust parking payment device rates up or down by no more than $0.50 per hour in $0.25 increments, based on average occupancy rates, in order to achieve a target occupancy rate of 85 percent. Any increase over $0.50 per hour in a fiscal year shall require City Council approval.

SECTION 12. Section 90-287 (Deposit of coins.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby retitled to read "Payment Required" and amended in its entirety to now state the following:

Sec. 90-287. Payment required.

When a vehicle is parked in any space regulated by a parking payment device within a paid parking zone, established in accordance with the provisions of this Chapter, the operator of said vehicle shall, upon entering said parking space or zone, immediately initiate a parking session using a City-approved method of payment, according to the time interval desired within the maximum limit and the posted parking rates, unless the paid parking device indicates at the time such vehicle is parked that an unexpired portion remains of the period of time for which a payment has previously been deposited.

SECTION 13. Section 90-288 (Temporary permits for use of metered spaces.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby retitled and amended to state the following:

Sec. 90-288. Temporary permits for use of paid parking spaces.

(a) Use for public displays. The city council upon application therefor may grant temporary permits for the use of paid parking spaces for public display purposes.

(b) Parking of construction equipment. The chief of police upon application may grant a permit for parking of construction equipment where necessary because of construction work on abutting property.

(c) Posting no parking signs and parking payment device hoods. The chief of police is authorized (i) where it is required to facilitate the movement of traffic, and (ii) where a permit has been issued for the use of paid parking spaces to post no parking signs or hoods prohibiting parking in paid parking spaces. The chief of police shall conspicuously post on each parking payment device for each paid parking space wherein parking is to be prohibited or limited in use, as provided in this subsection, no parking signs or hoods over the parking payment devices.

(d) Parking in violation of no parking sign or hood. Any person, except for those given permission by the city council, parking a vehicle in any paid parking space which has been conspicuously posted with a no parking sign or hood as provided in subsection (c) of this section shall be guilty of a violation of this Code.

(e) Illegal posting of no parking sign or hood. Any person posting a no parking sign or hood on any parking payment device on a paid parking space not included in the permit shall be guilty of a violation of this Code.

(f) Charges and deposits. The council may, by resolution, provide and establish a charge to be made when public display or construction equipment is to be parked in a paid parking space, which charge shall be paid in advance to the police department or such other department as the council may determine by resolution. The council, by resolution, may also provide for a deposit for hoods or signs and provide the necessary means or methods of evidencing the method of payment of such charge by stickers or other similar device.

SECTION 14. Section 90-289 (Use of slugs.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-289. Use of slugs.

It shall be unlawful for any person to deposit or cause to be deposited in any parking payment device any slug, device or other substitute for lawful payment.

SECTION 15. Section 90-290 (Injuring or damaging.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-290. Injuring or damaging.

It shall be unlawful for any unauthorized person to operate or for any person to deface, injure, tamper with or willfully break, destroy or impair the usefulness of any paid parking device or time limit signage installed pursuant to this division or to hitch any animal thereto or to lean any bicycle against any parking payment device.

SECTION 16. Section 90-291 (Collection and deposit of moneys.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-291. Collection and deposit of moneys.

It shall be the duty of the city council to designate some person to make regular collections of the money deposited in paid parking devices and to deliver such money to the city treasurer. It shall be the duty of the city treasurer to count the money and place it in a special account to be known as Parking & Maintenance Operations Fund. Such person making such collections shall be bonded in the sum of $1,000.00 to ensure the faithful performance of their duties.

SECTION 17. Section 90-292 (Use of moneys collected.) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-292. Use of moneys collected.

All charges for use of paid parking spaces as provided in this division are levied and assessed as the fee to provide for the proper regulation, control and inspection of traffic upon the public streets or off-street parking lots, as the case may be, and to cover the cost of supervising, regulating and inspecting the parking of vehicles in the paid parking zones provided for in this division and the cost of the acquisition, installation, operation, maintenance, repair and replacement of parking payment devices and expenses incidental thereto and the acquisition by purchase or lease, establishment, improvement, operation, maintenance, repair and replacement of off-street parking facilities.

SECTION 18. Section 90-293 (Enforcement; issuing citations) of Division 3 (Parking Payment Devices) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-293. Enforcement; issuing citations.

(a) It shall be the duty of the police department to enforce this division.

(b) It shall be the duty of each community service officer to keep an account of and report the number of each parking payment device which indicates that vehicle occupying the parking space associated with each parking payment device is or has been parked in violation of this division, the date and hour of such violation, the make and state license number of such vehicle and any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(c) The community service officer shall issue and attach in writing a citation for illegal parking in the same form and subject to the same procedure provided for by this chapter or city ordinances and state laws applicable to traffic regulations within the city.

SECTION 19. Section 90-452 (Designation of parking permit districts.) of Division 8 (Parking Permit Program) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-452. Designation of parking permit districts.

(a) Generally. Parking permit districts may be established, modified or dissolved by a City Council resolution. The City Council, upon recommendation of the Transportation and Public Safety Commission, shall consider for designation as parking permit districts those areas satisfying the criteria established in subsection (b) of this section for the creation of such districts. When the Council determines that the criteria, rules, and procedures required in this division have been met, it may establish, by resolution, parking permit districts with appropriate boundaries and parking restrictions. A motor vehicle displaying a valid parking permit or guest permit may be parked and shall be exempt from the parking restrictions established pursuant to the authority of this division in the parking permit district for which permit is issued.

Designation of residential permit parking areas will be limited to areas with a recommended minimum street-frontage of approximately 1,500 feet, or four contiguous block faces on both sides of the street, that experience impacts from external parking demand which include factors such as commercial areas, recreational areas, schools and neighboring cities. The following shall be the process by which the City Council can consider any such area for designation as a residential permit parking area:

(b) Process and criteria. Consistent with this chapter, the Public Works Director or his/her designee is authorized to establish and maintain written administrative rules and regulations ("Guidelines") as he or she deems necessary or appropriate to govern the process and terms for the issuance of parking permits. The Guidelines shall be subject to the review and approval by the Transportation and Public Safety Commission, and the City Council. The Guidelines may include, but are not limited to, the following elements: requirements for applications for parking permits, requirements for permit zone size, requirements for the petitioning process, and procedures for removing a permit zone. The Guidelines shall be maintained electronically in the Public Works Department.

SECTION 20. Section 90-455 (Parking permit exemption.) of Division 8 (Parking Permit Program) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-455. Parking permit exemption.

(a) A motor vehicle upon which a valid annual parking permit or guest permit is displayed or validated shall be permitted to be parked on any block within the parking permit district for which it was issued without being limited by parking restrictions established pursuant to this division. Nothing contained in this section shall exempt permitted vehicles from any other traffic and parking regulations, statutes, or ordinances of either the state or the city. Except as provided in subsection (c) of this section, all other motor vehicles which do not display a valid parking permit or guest permit, which are parked within a parking permit district, shall be subject to the parking restrictions of this division. Any violation of this division shall subject the violator to the penalties of this chapter.

(b) A parking permit shall not guarantee or reserve to the holder thereof an on-street parking space within the designated parking permit district.

(c) In addition to vehicles displaying a valid parking permit issued pursuant to this division, the following vehicles shall be exempt from parking restrictions established pursuant to this division:

(1) A motor vehicle, identified as owned by or operated under contract to a utility, whether privately, municipally or publicly owned, when used in the construction, operation, removal, or repair of utility property or facilities or engaged in authorized work in the designated parking permit district.

(2) (A motor vehicle owned by or operated under contract to a governmental agency, when used in the course of official government business.

(3) A motor vehicle owned by or operated under contract to a commercial business, when used in the loading or unloading of property when otherwise used in connection with or in aid of the performance of a service to or on a property in the parking permit district.

(4) *Police vehicles, authorized emergency vehicles, or city-owned vehicles when used for official business.*

SECTION 21. Section 90-460 (Definitions.) of Division 9 (Electric Vehicle Charging Stations) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-460. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this division, except where the context clearly indicates a different meaning:

Charging means an electric vehicle parked at an electric vehicle charging station and is electrically connected to the charging station equipment while actively charging.

Electric vehicle means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (zero emission vehicle) sticker or (ii) any vehicle defined by the air resources board as "off-vehicle charge capable" meaning a vehicle having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

Electric vehicle charging station or charging station means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this division, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

SECTION 22. Section 90-461 (Designation of electric vehicle parking spaces.) of Division 9 (Electric Vehicle Charging Stations) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-461. Designation of electric vehicle parking spaces.

(a) Designation of parking spaces. The public works director, or designee, is authorized in accordance with the purposes of this division to designate spaces in off-street public parking facilities for the exclusive parking of electric vehicles that are connected to electric vehicle charging stations for the purpose of transfer of electricity to the battery or other energy storage device of an electric vehicle.

(b) *Signs or markings. Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to subsection (a) of this section, above, the public works department shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for the active charging of such electric vehicles. The signs or markings shall be in compliance with Section 22511 of the California Vehicle Code indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.*

SECTION 23. Section 90-462 (Electric vehicle parking restriction.) of Division 9 (Electric Vehicle Charging Stations) of Article IV (Stopping, Standing and Parking) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is hereby amended as follows:

Sec. 90-462. Electric vehicle parking restriction.

(a) Where a sign designating a parking space for the exclusive use of actively charging electric vehicles is posted, no person shall park in that space:

(1) Any nonelectric motor vehicle;
(2) Any electric vehicle that is not connected to the electric vehicle charging station;
(3) Any electric vehicle that is not actively charging; or
(4) Any electric vehicle that has been charging for a period of time that exceeds the posted maximum allowable time limit for parking for all vehicles in the parking lot

where the electric vehicle charging station is located; or if the parking lot or other location where the electric vehicle charging station is located does not have a maximum allowable time limit for parking, a period in excess of four hours.

(b) The police department and such other parking enforcement personnel as the city may designate are authorized to cite and/or remove or cause the removal of vehicles parked in violation of this section in accordance with Section 22511 of the California Vehicle Code.

SECTION 24. The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

SECTION 25. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 26. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this ___ day of _____, 2025

_____
Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

_____
Julia Fritz, City Clerk

APPROVED AS TO FORM:

_____
Richard A. Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1736 which was introduced on September 2, 2025, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the ___ day of _____, 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, 2025.

_____

Julia Fritz, City Clerk

ATTACHMENT "B"

AMENDMENTS TO CHAPTER 90 (TRAFFIC AND VEHICLES) OF THE SAN FERNANDO MUNICIPAL CODE TO IMPLEMENT A RESIDENTIAL PARKING PERMIT PROGRAM (RPP)

Redlined Version

Sec. 90-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Generally. Whenever any words or phrases used in this chapter are not defined in this section, but are defined in the state Vehicle Code, such definitions are incorporated in this chapter and shall be deemed to apply to such words and phrases used in this chapter as though set forth in full in this section. Unless otherwise provided under this Chapter, the various defined terms set forth under Vehicle Code sections 100 through 680 when used in this chapter shall have the same meaning as set forth under Vehicle Code sections 100 through 680 as the same may be amended from time to time by the legislature.

~~**State Law reference** — Definitions, Vehicle Code §§ 100—680.~~

Central traffic district means all streets and portions of streets within the area described as follows:

> Commencing at the intersection of the centerline of the Southern Pacific Railroad right-of-way with the northwesterly boundary of the city; thence proceeding southwesterly along the northwesterly boundary of the city to the southwesterly boundary thereof; thence southeasterly along the southwesterly boundary to the centerline of Meyer Street (also city boundary line); thence southwesterly along the centerline of Meyer Street to the southwesterly line of Celis Street; thence along the southwesterly line of Celis Street to the northwesterly line of Workman Street; thence southwesterly along the northwesterly line of Workman Street to the southwesterly line of Pico Street; thence southeasterly along the southwesterly line of Pico Street to the northwesterly line of Carlisle Street; thence southwesterly along the northwesterly line of Carlisle Street to the southwesterly line of Kewen Street; thence southeasterly along the southwesterly line of Kewen Street to the southeasterly line of Chatsworth Drive; thence northeasterly along the southeasterly line of Chatsworth Drive to the southwesterly line of Pico Street; thence southeasterly along the southwesterly line of Pico Street to the southeasterly line of Wolfskill Street; thence northeasterly along the southeasterly line of Wolfskill Street to the southwesterly line of Celis Street; thence southeasterly along the southwesterly line of Celis Street to the southeasterly boundary of the city; thence northeasterly along the southeasterly boundary to the centerline of the Southern Pacific Railroad right-of-way; thence northwesterly along the centerline to the southeasterly line of Brand Boulevard; thence along the southeasterly line of Brand Boulevard to the northeasterly line of Second Street and its southeasterly prolongation; thence northwesterly along the northeasterly line of Second Street and its prolongation to the northwesterly line of Macneil Street; thence northeasterly along the northwesterly line of Macneil Street to the northeasterly line of Third Street; thence northwesterly along the northeasterly line of Third Street to the southeasterly line of Hagar Street; thence southwesterly along the southeasterly line of Hagar Street and the prolongation thereof

to the centerline of the Southern Pacific Railroad right-of-way; thence northwesterly along such centerline to the northwesterly city limits and the point of beginning.

Holidays means January 1, February 12, the third Monday in February, the last Monday in May, June 19, July 4, the first Monday in September, September 9, the second Monday in October, November 11, Thanksgiving Day and December 25. If January 1, February 12, July 4, September 9, November 11, Thanksgiving Day, or December 25 falls upon a Sunday, the Monday following is a holiday.

Loading zone means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Official time standard means, whenever certain hours are named in this chapter, the standard time or daylight-saving time as may be in current use in the city.

Park or parking shall have the same meaning as set forth under Vehicle Code § 463 as the same may be amended from time to time. ~~means the standing of any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.~~

~~**State Law reference** — Park or parking defined, Vehicle Code § 463.~~

Oversized vehicle means, any vehicle which exceeds twenty feet (20') in length, seven feet (7'") in width or eight feet (8') in height.

Parking payment device includes any parking meter, pay station, web application, or other device, that when an approved method of payment is used to purchase time for parking, the parking time for one or more vehicles is indicated.

Parkway means that portion of a street other than a roadway or a sidewalk.

Passenger loading zone means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

Pedestrian shall have the same meaning as set forth under Vehicle Code § 467 as the same may be amended from time to time by the legislature. ~~means any person who is afoot or who is using a means of conveyance propelled by human power other than a bicycle. The term "pedestrian" includes any person who is operating a self-propelled wheelchair, invalid tricycle, or motorized quadricycle and, because of physical disability, is otherwise unable to move about as a pedestrian, as specified in the preceding sentence.~~

~~**State Law reference** — Pedestrian defined, Vehicle Code § 467.~~

Police officer means ~~every~~ any sworn officer of the city police department, or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

~~**Stop**, when required, means complete cessation of movement.~~

Stop or stopping, shall have the same meaning as set forth under Vehicle Code § 587 as the same may be amended from time to time by the legislature. ~~when prohibited, means any cessation of movement of a vehicle, whether occupied or not, except when necessary to avoid compliance with other traffic or in compliance with the directions of a police officer or official traffic control device or signal.~~

~~**State Law reference—** Stop or stopping defined, Vehicle Code § 587.~~

(Code 1957, § 13.1)

Cross reference— Definitions generally, § 1-2.

ARTICLE IV.- STOPPING, STANDING, AND PARKING

DIVISION 1.- GENERALLY

Sec. 90-205. Prohibited in specified places.

The City ~~traffic~~ Engineer shall appropriately sign or mark the following places, and when so signed or marked no person shall stop, stand or park a vehicle in any of such places:

(1) At any place within 20 feet of a point on the curb immediately opposite the midblock end of a safety zone.

(2) At any place within 20 feet of a crosswalk at an intersection in the central traffic district or in any business district, except that a bus may stop at a designated bus stop.

(3) Within 20 feet of the approach to any marked or unmarked crosswalk, traffic signal, boulevard stop sign or official electric flashing device.

(4) At any place where the city traffic engineer determines that it is necessary in order to eliminate dangerous traffic hazards.

(Code 1957, § 13.71)

Sec. 90-210. Curb Markings.

(a) The City ~~traffic~~ Engineer is authorized, subject to the provisions and limitations of this chapter, to place and when required in this chapter shall place the following curb markings to indicate parking or standing regulations, and such curb markings shall have the meanings as set forth:

1. Red shall mean no stopping, standing or parking at any time except as permitted by the state Vehicle Code, and except that a bus may stop in a red zone marked or signed as a bus zone.

2. Where signs or yellow curb markings are in place, the specific area shall ~~mean no~~ prohibit stopping, standing or parking ~~at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays~~ all times, unless limited to specific times as indicated by posted signage, for any purpose other than the active loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes and the loading or unloading of materials not more than 20 minutes.

3. Where signs or white curb markings are in place, the specific area shall ~~mean no~~ prohibit stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three minutes, and such restrictions shall apply ~~between 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~ at all times, unless limited to specific times as indicated by posted signage, and except as follows:

a. When such zone is in front of a hotel or in front of a mailbox, the restrictions shall apply at all times.

b. When such zone is in front of a theater, the restrictions shall apply at all times, except when such theater is closed.

4. Where signs or green curb markings are in place, the specific area shall ~~mean no~~ prohibit standing or parking for longer than 15 minutes at ~~any time between 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~ at all times, unless limited to specific times as indicated by posted signage.

5. Blue shall mean parking limited exclusively to the vehicles of disabled persons and disabled veterans.

(b) When the City ~~traffic~~ Engineer, as authorized under subsection (a) of this section, has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the subsections of subsection (a) of this section.

(Code 1957, §§ 13.78, 13.79)

State Law reference— Authority, Vehicle Code § 21458.

Sec. 90-211. ~~One-hour parking limitation~~ Time-limited parking zones.

(a) One-hour parking limitation.

Central traffic district. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle within the central traffic district, except for such streets as are set forth in section 90-948 of this chapter, during the hours and days indicated by posted signage ~~between the hours of 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~, for a period of time longer than one hour.

Business districts outside of central traffic district. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle within a business district outside of the central traffic district, except for such streets as are set forth in section 90-948 of this chapter, during the hours and days indicated by posted signage ~~between the hours of 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~, for a period of time longer than one hour.

When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on such streets as are set forth in section 90-954, during the hours and days indicated by posted signage ~~between the hours of 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~, for a period of time longer than one hour.

~~Sec. 90-212. - Two-hour parking limitation on certain streets between certain hours.~~

(b) Two-hour parking limitation on certain streets between certain hours.

When authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle on any of the streets enumerated in section 90-948 of this chapter

for a period of time longer than two hours at any ~~time between the hours of 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~ during the hours and days indicated by posted signage.

~~Sec. 90-213. Three-hour parking limitation on municipal parking lots between certain hours.~~

(c) Three-hour parking limitation on municipal parking lots between certain hours.

When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on any of the municipal parking lots enumerated in section 90-949 for a period of time longer than three hours at any time during the hours and days indicated by posted signage ~~between the hours of 7:00 a.m. and 6:00 p.m. of any day, except Sundays and holidays~~. However, this section shall not apply to any vehicle which has affixed thereon a valid permit for parking on such municipal parking lot, issued pursuant to any city ordinance or resolution.

(Code 1957, §§ 13.80, 13.81; Ord. No. 1544, § 1, 10-6-2003) (Code 1957, § 13.82)(Code 1957, § 13.82.1)

Sec. 90-2212. Unlimited time for parking on municipal parking lots between certain hours.

When authorized signs are in place giving notice thereof, any person may stop, stand or park any vehicle on any of the municipal parking lots enumerated in section 90-950 of this chapter ~~between the hours of 9:00 a.m. and 9:00 p.m. of any day~~ during the hours and days indicated by posted signage.

(Code 1957, § 13.82.2)

Sec. 90-215. Prohibited in central traffic district between certain hours.

(a) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any street in the central traffic district during the hours and days indicated by posted signage ~~between the hours of 4:30 p.m. and 6:00 p.m. of any day, except Sundays and holidays~~, for any purpose other than loading or unloading of passengers or materials subject to the limitations of section 90-249.

(b) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any of the following enumerated streets in the central traffic district of the city during the hours and days indicated by posted signage ~~between the hours of 2:30 a.m. and 6:00 a.m. of any day~~ for any purpose other than the loading or unloading of passengers or materials subject to the limitations of section 90-249: San Fernando Road between Mission Boulevard and Kittridge Street.

(c) When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle upon any of the following enumerated streets or portions of streets in the central traffic district of the city during the hours and days indicated by posted signage ~~between the hours of 3:00 p.m. and 6:00 p.m. of any day, except Sundays and holidays~~, for any purpose other than the loading or unloading of passengers or materials subject to

the limitations of section 90-249: the northwesterly side of Maclay Avenue between Celis Street and Pico Street.

(Code 1957, § 13.83)

Sec. 90-7217. Overnight parking of Commercial Vehicles.

(a) Commercial vehicles. No person shall stop, stand or park any commercial vehicle having a manufacturer's gross vehicle weight rating of 10,000 pounds or more on any street during the hours and days indicated by posted signage ~~between the hours of 2:00 a.m. and 6:00 a.m~~.

(b) Exceptions. Subsection (a) of this section shall not apply to commercial vehicles making pickups or deliveries of goods, wares and merchandise from or to any building and structure located on the restricted streets or highways or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted streets or highways for which a building permit has previously been obtained.

(c) Oversize vehicles. No person shall stop, stand or park any oversize vehicles on any street during the hours and days indicated by posted signage.

(d) Signing. Pursuant to Vehicle Code § 22507, signs giving adequate notice of the prohibitions contained in this section shall be placed within the city limits.

(e) Prohibited street locations. Prohibiting any vehicular parking during the hours and days indicated by posted signage ~~between the hours of 2:00 a.m. and 6:00 a.m~~ on the following city streets:

(1) Arroyo Street between Fifth Street and the north city limits.

(Code 1957, § 13.85; Ord. No. 1558, § 1, 11-15-2004)

DIVISION 3.- ~~PARKING METERS~~ PARKING PAYMENT DEVICES.

Sec. 90-281. Establishment of zones.

~~All streets or portions of streets within the city on which the abutting property is zoned for business or industry under the city zoning ordinance in and all streets or portions of streets on which the abutting property may be zoned for business or industry and all city-owned or leased off-street parking lots are declared to be parking meter zones. If parking meters are installed, as provided in this division, along the curb next to or adjacent to any parking space in such zones, this division shall govern parking in such parking space.~~

(a) For purposes of this section, a paid parking device shall mean any device used to accept payment for parking, such as parking meters, pay stations, mobile devices or other methods approved by the City Manager, and the term paid parking zone means an area in which signs, paid parking devices or curb markings prescribe a designated period for parking of vehicles.

(b) The City Council, on the recommendation of the City Manager or their designee, shall by resolution from time to time as traffic conditions require, designate paid parking zones, upon such streets or portions of streets of the City of San Fernando as are selected for the location of paid parking zones; and the City Manager or their designee shall install or cause to be installed appropriate paid parking devices and signage and shall cause paid parking spaces to be designated within paid parking zones in such numbers and in such places as may be necessary for the regulation, control and inspection of the vehicles therein.

(Code 1957, § 13.96)

Sec. 90-282. Resolution authorizing installation and location.

The City Council may, by resolution, specify the streets or portions of streets or city-owned or leased off-street parking lots within paid parking zones ~~the parking meter zones~~ wherein the ~~parking~~ ~~meters~~ parking payment devices shall be installed, together with the maximum parking time limit thereon. The city engineer is authorized and directed to install or direct the installation of parking payment devices in such paid parking zones ~~of parking meters in such parking meter zones~~ as so directed by the City Council for the purpose and in such numbers and at such places as may be necessary to the regulation, control and inspection of the parking of vehicles therein, including the reservation of loading zones for commercial vehicles.

(Code 1957, § 13.97)

Sec. 90-285. Parking beyond legal parking time.

(a) It shall be unlawful for any person to cause, allow or permit any vehicle registered in their name or operated or controlled by them to be upon any street or city-owned or leased off-street parking lot within a paid parking zone ~~parking meter zone~~, in any space adjacent to which a parking payment device ~~meter~~ is installed, for more than the maximum parking time limit fixed and established by ordinance ~~resolution~~ of the City Council and indicated in the paid parking ~~meter~~ space or any time during which the ~~meter~~ parking payment device is ~~showing a signal~~ indicating that such space is illegally in use other than such time as it is necessary to operate the ~~meter~~ parking payment device to show legal parking, between the operational hours of ~~of 8:00 a.m. and 6:00 p.m.~~ any day~~, except that such parking limitations shall not be operative on any Sunday or legal holiday, other than Saturday afternoon~~.

(b) Each hour of continued parking during which the parking payment device ~~meter~~ is showing a signal indicating that such space is illegally in use shall constitute a separate offense and shall be punishable as such.

(Code 1957, § 13.100)

Sec. 90-286. Operation of parking payment devices.

~~The denomination of the United States coin that shall be deposited in parking meters, the parking time allowed following the deposit of such coin and the directions which shall appear on the parking meters shall be such as may be prescribed by the city council by resolution.~~

(a) The legal method of payment, the parking time allowed following the deposit of the approved legal method of payment, and the directions which shall appear on the parking payment devices shall be established by the City Manager or designee.

(b) The base parking rates and maximum parking time limits shall be set by the City Council and includes in the City's adopted Fee Schedule.

(c) During each fiscal year, the City Manager, or designee, shall have the authority to adjust parking payment device rates up or down by no more than $0.50 per hour in $0.25 increments, based on average occupancy rates, in order to achieve a target occupancy rate of 85 percent. Any increase over $0.50 per hour in a fiscal year shall require City Council approval.

Sec. 90-287. Payment required.

When a vehicle is parked in any space regulated by a parking payment device within a paid parking zone, established in accordance with the provisions of this Chapter, the operator of said vehicle shall, upon entering said parking space or zone, immediately initiate a parking session using a City-approved method of payment, according to the time interval desired within the maximum limit and the posted parking rates, unless the paid parking device indicates at the time such vehicle is parked that an unexpired portion remains of the period of time for which a payment has previously been deposited.

(a) ~~Required. Each parking meter shall be so designated that the deposit of a coin of the United States will set the mechanism of the meter in motion or will permit the mechanism to be so set in motion that the meter will show the unexpired parking time applicable to the parking space adjacent to the meter. The meter, when such parking time has expired, shall so indicate by a visible sign.~~

~~Waiver by council. The council may, by resolution, provide and establish a daily or portion thereof, weekly, monthly, quarterly, semiannual or annual charge payable in advance for the use of a parking meter space in each city-owned or leased off-street parking lot, and the city council, by resolution, may restrict the number of such spaces in any such lot that shall be rented on such basis. The council, by resolution, shall provide the necessary means or methods of evidencing the payment of such charge by parking meter hoods, stickers, cards, or other similar device.~~

~~(a) Exception when rental charge paid in advance. When any person has paid in advance the daily or portion thereof, weekly, monthly, quarterly, semiannual or annual rental charge prescribed by the city council and during the period when the parking meter hood, sticker, card, or other similar device evidencing the payment of such charge is valid and in effect and when such parking meter hood, sticker, card, or device is displayed in the manner to be prescribed by resolution by the city council, a vehicle may be parked and remain parked in:~~

~~(1) A parking meter space in an off-street parking lot without the deposit of any coin in the parking meter, and when such parking meter indicates illegal parking; or~~

~~(2) A parking space in an off-street parking lot where no parking meters are~~

~~installed without being in violation of of this chapter.~~

(Code 1957, §§ 13.102—13.104)

Sec. 90-288. ~~Temporary permits for use of metered spaces~~ Temporary permits for use of paid parking spaces.

(a) Use for public displays. The city council upon application therefor may grant temporary permits for the use of paid ~~meter~~ parking spaces for public display purposes.

(b) Parking of construction equipment. The chief of police upon application may grant a permit for parking of construction equipment where necessary because of construction work on abutting property.

(c) Posting no parking signs and parking payment device ~~meter~~ hoods. The chief of police is authorized (i) where it is required to facilitate the movement of traffic, and (ii) where a permit has been issued for the use of paid parking ~~meter~~ spaces to post no parking signs or hoods prohibiting parking in paid parking ~~meter~~ spaces. The chief of police shall conspicuously post on each parking ~~meter~~ payment device for each paid parking ~~meter~~ space wherein parking is to be prohibited or limited in use, as provided in this subsection, no parking signs or hoods over the parking payment devices ~~meter~~.

(d) Parking in violation of no parking sign or hood. Any person, except for those given permission by the city council, parking a vehicle in any paid parking ~~meter~~ space which has been conspicuously posted with a no parking sign or hood as provided in subsection (c) of this section shall be guilty of a violation of this Code.

(e) Illegal posting of no parking sign or hood. Any person posting a no parking sign or hood on any parking ~~meter~~ payment device on a paid parking space not included in the permit shall be guilty of a violation of this Code.

(f) Charges and deposits. The council may, by resolution, provide and establish a charge to be made when public display or construction equipment is to be parked in a paid parking ~~meter~~ space, which charge shall be paid in advance to the police department or such other department as the council may determine by resolution. The council, by resolution, may also provide for a deposit for hoods or signs and provide the necessary means or methods of evidencing the method of payment of such charge by stickers or other similar device.

(Code 1957, § 13.105)

Sec. 90-289. Use of slugs.

It shall be unlawful for any person to deposit or cause to be deposited in any parking payment device ~~meter~~ any slug, device or other substitute for lawful payment ~~a coin of the United States~~.

(Code 1957, § 13.106)

Sec. 90-290. Injuring or damaging.

It shall be unlawful for any unauthorized person to operate or for any person to deface, injure, tamper with or willfully break, destroy or impair the usefulness of any paid parking ~~meter~~ device or time limit signage installed pursuant to this division or to hitch any animal thereto or to lean any bicycle against any ~~meter~~ parking payment device.

(Code 1957, § 13.107)

Sec. 90-291. Collection and deposit of moneys.

It shall be the duty of the City Council to designate some person to make regular collections of the money deposited in paid parking ~~meters~~ devices and to deliver such money to the city treasurer. It shall be the duty of the city treasurer to count the money and place it in a special account to be known as ~~parking meter fund~~ Parking & Maintenance Operations Fund. Such person making such collections shall be bonded in the sum of $1,000.00 to ensure the faithful performance of their duties.

(Code 1957, § 13.108)

Sec. 90-292. Use of moneys collected.

All charges for use of paid parking ~~meters~~ spaces as provided in this division are levied and assessed as the fee to provide for the proper regulation, control and inspection of traffic upon the public streets or off-street parking lots, as the case may be, and to cover the cost of supervising, regulating and inspecting the parking of vehicles in the paid parking ~~meters~~ zones provided for in this division and the cost of the acquisition, installation, operation, maintenance, repair and replacement of parking payment devices ~~meters~~ and expenses incidental thereto and the acquisition by purchase or lease, establishment, improvement, operation, maintenance, repair and replacement of off-street parking facilities.

(Code 1957, § 13.109)

Sec. 90-293. Enforcement; issuing citations.

(a) It shall be the duty of the police department to enforce this division.

(b) It shall be the duty of each community service officer to keep an account of and report the number of each parking payment device ~~meter~~ which indicates that vehicle occupying the parking space associated with each ~~adjacent to such~~ parking ~~meter~~ payment device is or has been parked in violation of this division, the date and hour of such violation, the make and state license number of such vehicle and any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(c) The community service officer shall issue and attach in writing a citation for illegal parking in the same form and subject to the same procedure provided for by this chapter or city ordinances and state laws applicable to traffic regulations within the city.

(Code 1957, § 13.110)

DIVISION 8.- PARKING PERMIT PROGRAM

Sec. 90-452. Designation of parking permit districts.

(a) Generally. Parking permit districts may be established, modified or dissolved by a City Council resolution. The City Council, upon recommendation of the Transportation and Public Safety Commission, shall consider for designation as parking permit districts those areas satisfying the criteria established in subsection (b) of this section for the creation of such districts. When the Council determines that the criteria, rules, and procedures required in this division have been met, it may establish, by resolution, parking permit districts with appropriate boundaries and parking restrictions. A motor vehicle displaying a valid parking permit or guest permit may be parked and shall be exempt from the parking restrictions established pursuant to the authority of this division in the parking permit district for which permit is issued.

Designation of residential permit parking areas will be limited to areas with a recommended minimum street-frontage of approximately 1,500 feet, or four contiguous block faces on both sides of the street, that experience impacts from external parking demand which include factors such as commercial areas, recreational areas, schools and neighboring cities. The following shall be the process by which the City Council can consider any such area for designation as a residential permit parking area:

Process and criteria. Consistent with this chapter, the Public Works Director or his/her designee is authorized to establish and maintain written administrative rules and regulations ("Guidelines") as he or she deems necessary or appropriate to govern the process and terms for the issuance of parking permits. The Guidelines shall be subject to the review and approval by the Transportation and Public Safety Commission, and the City Council. The Guidelines may include, but are not limited to, the following elements: requirements for applications for parking permits, requirements for permit zone size, requirements for the petitioning process, and procedures for removing a permit zone. The Guidelines shall be maintained electronically in the Public Works Department.

~~The Guidelines shall be maintained electronically in the Public Works Department.~~

~~(b) The rules and procedures for creation of parking permit districts are as follows:~~

~~(1) Establishment process. Upon a recommendation of the traffic commission, an area may be evaluated as benefitting from the creation of a parking permit district. Boundaries of that proposed district will be determined by the traffic commission in that evaluation.~~

~~(2) Hearing and notification process. All residents within a proposed parking permit district shall be notified of a pending public hearing that may affect on-street parking in front of their properties. At a duly noticed public hearing, the traffic commission shall hear public testimony and recommend that city council approve, disapprove or amend the recommended district boundaries and parking restrictions.~~

~~(3) Criteria. If a significant number of residents in a contiguous on-street parking area request establishment of a parking permit district in their area or if, in the judgment of the traffic commission, an area may benefit from the establishment of a parking permit district, the traffic commission shall~~

~~evaluate the situation and make a recommendation to the city council.~~

~~(4) Administration. The treasurer's department shall be designated as administrator of the parking permit program. The department's responsibilities shall include the collection of fees, issuance of permits and recordkeeping for this program.~~

(Code 1957, § 13.159)

Sec. 90-455. Parking permit exemption.

(a) A motor vehicle upon which a valid annual parking permit or guest permit is displayed or validated shall be permitted to be parked on any block within the parking permit district for which it was issued without being limited by parking restrictions established pursuant to this division. Nothing contained in this section shall exempt permitted vehicles from any other traffic and parking regulations, statutes, or ordinances of either the state or the city. Except as provided in subsection (c) of this section, all other motor vehicles which do not display a valid parking permit or guest permit, which are parked within a parking permit district, shall be subject to the parking restrictions of this division. Any violation of this division shall subject the violator to the penalties of this chapter.

(b) A parking permit shall not guarantee or reserve to the holder thereof an on-street parking space within the designated parking permit district.

(c) In addition to vehicles displaying a valid parking permit issued pursuant to this division, the following vehicles shall be exempt from parking restrictions established pursuant to this division:

(1) A motor vehicle, identified as owned by or operated under contract to a utility, whether privately, municipally or publicly owned, when used in the construction, operation, removal, or repair of utility property or facilities or engaged in authorized work in the designated parking permit district.

(2) (A motor vehicle owned by or operated under contract to a governmental agency, when used in the course of official government business.

(3) A motor vehicle owned by or operated under contract to a commercial business, when used in the loading or unloading of property when otherwise used in connection with or in aid of the performance of a service to or on a property in the parking permit district.

(4) Police vehicles, authorized emergency vehicles, or city-owned vehicles when used for official business.

(Code 1957, § 13.163)

DIVISION 9.- ELECTRIC VEHICLE CHARGING STATIONS

Sec. 90-460. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this division, except where the context clearly indicates a different meaning:

Charging means an electric vehicle parked at an electric vehicle charging station and is electrically connected to the charging station equipment while actively charging.

Electric vehicle means a "motor vehicle" as defined in the California Vehicle Code, and (i) which displays the State of California Air Board ZEV (zero emission vehicle) sticker or (ii) any vehicle defined by the air resources board as "off-vehicle charge capable" meaning a vehicle having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

Electric vehicle charging station or charging station means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this division, and delivers electricity from a source outside of an electric vehicle into a plug-in electric vehicle.

(Ord. No. 1676, § 3, 6-4-2018)

Sec. 90-461. Designation of electric vehicle parking spaces.

(a) Designation of parking spaces. The public works director, or designee, is authorized in accordance with the purposes of this division to designate spaces in off-street public parking facilities for the exclusive parking of electric vehicles that are connected to electric vehicle charging stations for the purpose of transfer of electricity to the battery or other energy storage device of an electric vehicle.

(b) Signs or markings. Upon designation of a parking space or spaces for the exclusive use of electric vehicles pursuant to subsection (a) of this section, above, the public works department shall place signs or markings giving adequate notice that the parking space or spaces are restricted and to be used only for the active charging of such electric vehicles. The signs or markings shall be in compliance with Section 22511 of the California Vehicle Code indicating that vehicles left standing in violation of the restriction may be removed. The parking restriction shall not apply to the designated parking spaces until the sign or markings have been placed.

(Ord. No. 1676, § 3, 6-4-2018)

Sec. 90-462. Electric vehicle parking restriction.

(a) Where a sign designating a parking space for the exclusive use of actively charging electric vehicles is posted, no person shall park in that space:
   (1) Any nonelectric motor vehicle;
   (2) Any electric vehicle that is not connected to the electric vehicle charging station;
   (3) Any electric vehicle that is not actively charging; or
   (4) Any electric vehicle that has been charging for a period of time that exceeds the posted maximum allowable time limit for parking for all vehicles in the parking lot where the electric vehicle charging station is located; or if the parking lot or other location where the electric vehicle charging station is located does not have a maximum allowable time limit for parking, a period in excess of four hours.

(b) The police department and such other parking enforcement personnel as the city may designate are authorized to cite and/or remove or cause the removal of vehicles parked in violation of this section in accordance with Section 22511 of the California Vehicle Code.

(Ord. No. 1676, § 3, 6-4-2018)

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Michael Neal, Contract CDBG Consultant

Date: September 2, 2025

Subject: A Public Hearing to Consider and Adopt a Resolution Establishing the Allocation of Community Development Block Grant Funds for Fiscal Year 2025-2026, and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing;

b. Pending public testimony, adopt Resolution No. 8405 (Attachment "A") approving and establishing the allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2025-2025;

c. Authorize the City Manager, or designee, to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Authority (LACDA) for approval; and

d. Adopt Resolution No. 8411 (Attachment "B") amending the Fiscal Year 2025-2026 Adopted Budget to appropriate the grant revenues and expenses.

BACKGROUND:

1. In 1974, the CDBG Program was enacted through the Housing and Community Development Act of 1974. The City receives an annual allocation of CDBG funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program, administered by LACDA. CDBG funds can only be used for eligible Community Development projects that meet national program goals, which include assisting the low and moderate-income residents of the community.

2. On May 6, 2024, the City Council approved a CDBG allocation of $172,054 for the Neighborhood Clean-Up Program and Small Business Assistance Program, with the Small Business Assistance Program Guidelines to return to the City Council for final approval.

3. On November 18, 2024, the City Council approved an additional appropriation for CDBG programs of $64,506 following notification from the Los Angeles County Development Authority of unallocated funds from the prior year, resulting in a total FY 2024-2025 CDBG Program budget of $235,800.

4. Fiscal Year 2025-2026 will be the 51st year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year is referred to as "51st year" CDBG grant funds.

5. On June 9, 2025, staff met with the CDBG Program's Ad Hoc Committee to discuss recommended CDBG program allocations for FY 2025-2026.

ANALYSIS:

CDBG is a federal grant program that provides funding to states, cities, and counties to help improve the economic and physical development of their communities. CDBG funds are allocated to address a range of issues, such as affordable housing, public infrastructure, and job creation in low- to moderate-income areas.

With a population less than 50,000, the City participates in the Urban County CDBG Program through LACDA. As the administrator of the Urban County CDBG Program, LACDA is awarded, and accepts funds directly from HUD on behalf of participating cities in Los Angeles County. LACDA also assumes responsibility for all obligations of an applicant under federal statutes, including, but not limited to, performing the analysis of needs, setting objectives, development of community development and housing assistance plans, development of the consolidated plan, and the assurances of certificates.

<u>Eligible Expenditures.</u>
To be eligible for CDBG funding consideration, the City's proposed project(s) must meet one (1) of the following two (2) national program general objectives:

1. Benefit low- and moderate-income persons; and/or
2. Aid in the prevention of neighborhood deterioration.

Projects submitted under the low- and moderate-income objective can be qualified by one (1) of two (2) methods. A project can be located and primarily serve residents within the "eligible area-benefit zones" (Per Attachment "C", three (3) of the City's four (4) Census tracts are considered eligible area-benefit zones), or it can be approved as a "direct benefit" project. A direct benefit project is one (1) directly serving only low- and moderate-income individuals, whose eligibility is determined by obtaining individual/household income and residency verification.

If the project is being submitted under the objective of aiding in the prevention of neighborhood deterioration, LACDA requires documentation substantiating deteriorated conditions in the proposed project area. In prior years, a location within an approved redevelopment project area qualified as a project under a presumed slum and blight determination. However, due to the age of many redevelopment plans, the presumed declaration is no longer employed by LACDA.

At least 85% of the yearly CDBG allocation must be used to benefit low- and moderate-income persons. A maximum of 15% of the current year's allocation may be devoted to public service projects or programs. CDBG funding is no longer available to pay for the planning and administration as a separately funded program/activity. However, the City can recover planning and administration costs incurred within the administration and implementation of an approved CDBG funded program/project.

Procedure.
In order to receive federal CDBG funds through LACDA, the City must determine its intended allocations of available CDBG funds for the upcoming fiscal year, provide an opportunity for public input and comment on such proposed uses, and submit an adopted City Council Resolution or approved City Council meeting minutes to LACDA conveying the City's intended allocations. These intended uses are then reviewed by LACDA and approved if they are in conformance with federal CDBG eligibility requirements and LACDA procedures.

The City utilizes the noticed public hearing process to accept public comments and input regarding the CDBG program and the proposed allocation of funds for the 51st program year. This Public Hearing has been noticed by a posting in the City Hall bulletin board (Attachment "D").

Adoption of the attached Resolution (Attachment "B") will document the City's process and the City Council's determinations on planned allocations of available CDBG funding for the upcoming 51st CDBG program year.

CDBG Program for FY 2024-2025.
The total prior year CDBG allocation was $238,500 as approved for the following FY 2024-2025 programs:

1. *Neighborhood Clean-Up Program* ($25,690) – This program provides services to help keep San Fernando beautiful and safe. Through this program, the City has contracted with a vendor to provide a one-time clean up service to qualified elderly, disabled, or low-income individuals to help remove debris, overgrown vegetation, and provide tree trimming or removal, and other general clean up on private properties.

   Applications for this program are posted on the City's website and Community Preservations Officers have conducted targeted outreach based on existing Code Enforcement cases. Nine (9) clean-ups were completed during FY 2024-2025.
2. *Small Business Assistance Program* ($210,110) – This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting, and other storefront enhancements. This program helps improve the aesthetics of the storefronts to revitalize commercial corridors and to retain and attract new businesses.

   Applications for the Small Business Assistance Program were open from February 12, 2025 to March 26, 2025. The program offered grant funding of up to $10,000 and funded 19 businesses (Attachment "E"). Selected businesses were notified in May, and funding will be issued in September 2025. Eligible businesses can utilize these funds to enhance their exteriors. Potential improvements include the installation of anti-graffiti coating and graffiti-resistant window covering, creation of eye-catching vertical landscape (green wall), upgrading of signage and paint, and other architectural features contributing to the City's aesthetic and economic vitality.

<u>Proposed CDBG Funds Allocations.</u>
A total of $188,861 in CDBG funds is available for the FY 2025-2026. This funding includes the FY 2025-2026 CDBG allocation of $177,308 and $11,553 in CDBG funds remaining from FY 2024-2025. The CDBG Program's Ad Hoc Committee recommended the continuation of two (2) established programs from FY 2024-2025 to extend the opportunity for more residential and business owners to improve the aesthetics of their properties, and the creation of two (2) new programs to support economic development, as well as provide suitable living environments. These four (4) programs are:

1. **Neighborhood Clean-Up Program ($20,000) –** This program supports efforts to keep the City clean, safe, and welcoming. For FY 2025–2026, the focus will shift from individual service grant awards to funding several organized neighborhood clean-up events across the City, including bulky item collections and other community clean-up initiatives. The recommended budget allocation is $20,000.

2. **Small Business Assistance Program ($68,861)** – Continue to provide grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to deter graffiti and beautify a building wall with landscape. This program helps improve the aesthetics of the storefront to revitalize commercial corridors and to retain and attract new businesses. The recommended budget allocation is $68,861.

3. **Access to Capital Program ($50,000)** – As a new program, the Access to Capital Program (ACT) will provide business services to established, new, and aspiring business owners. This program will fund a third-party organization to provide access to business counselors/specialists and workshops/webinars to strengthen and/or refresh specific business skills. Service topics will include: (1) General Business Services – business needs assessment, Strengths and Weaknesses, and external Opportunities and Threats (SWOT) analysis, business planning and courses, compliance requirements, marketing/social media, licenses and permits, entrepreneur services, and one-on-one consulting; (2) Financial Services – business finance courses, procurement, and financial analysis; (3) Access to Capital – loan packaging, lenders' criteria, and cash flow evaluation and management; and (4) Technology – cybersecurity and website optimization. The program is expected to perform outreach to 100 new businesses and to enroll an additional 25 businesses to the program. The recommended budget allocation is $50,000.

4. **Residential Rehabilitation Program ($50,000)** – This program will provide eligible homeowners with grants to address necessary health and safety repairs, such as water heater replacement, electrical repairs, plumbing repairs, and accessibility improvements. Eligible participants must be the owners of the home to be rehabilitated, must occupy the home as their primary residence, and must be considered low-income, which is defined as having a household income that is 80% or less of the Median Household Income for Los Angeles County, based on the number of persons living in the household. The program offers grant funding of up to $5,000 and is expected to fund eight (8) households. The recommended budget allocation is $50,000.

BUDGET IMPACT:

The available funds of $188,861 in CDBG funds must be used to serve low- and moderate-income members of the community. If the proposed allocations are approved by the City Council, adoption of the attached resolution is required to amend the Fiscal Year 2025-2026 Adopted Budget to include the grant revenues and expenditures to the CDBG Fund (Fund No. 026).

CONCLUSION:

Staff recommends that the City Council conduct a public hearing, pending public testimony, adopt a Resolution establishing the allocation of CDBG Funds for Fiscal Year 2025-2026; authorize the City Manager, or designee, to submit documentation conveying the City Council's Resolution to LACDA for approval; and adopt a resolution to amend the FY 2025-2026 budget to include CDBG Grant Funds.

ATTACHMENTS:

A. Resolution No. 8405
B. Resolution No. 8411
C. Eligible Area-Benefit Zones Map
D. Public Hearing Notice
E. Approved Businesses for SBAP

ATTACHMENT "A"

RESOLUTION NO. 8405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING PROJECTS FOR THE FIFTY-FIRST (51ST) PROGRAM YEAR (2025-2026) COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of San Fernando has $188,861 in federal Community Development Block Grant (CDBG) funds for Fiscal Year 2025-2026; and

WHEREAS, project proposals have been requested for the programming of these funds; and

WHEREAS, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 51st Program Year Funds.

SECTION 2. That City staff is hereby directed to submit to the Los Angeles County Development Authority (LACDA), through this document, the City's intent to approve and fund the listed project.

SECTION 3. That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 51st Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

SECTION 4. That the City Manager is directed and authorized to submit the City's final list of proposed projects for Fiscal Year 2025-2026 to LACDA, reflecting the funding allocations set forth herein, as indicated in Exhibit "A." Should the City's final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

SECTION 5. That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2025-2026 as may be necessary.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to LACDA.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8405

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8405 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ___ day of September, 2025.

Julia Fritz, City Clerk

RES. NO. 8405
EXHIBIT "A"

CITY OF SAN FERNANDO
FIFTY-FIRST PROGRAM YEAR (FY 2025-2026)

COMMUNITY DEVELOPMENT BLOCK GRANT
APPROVED PROJECTS

SUBMITTING ORGANIZATION	PROJECT TITLE	FY 2025-2026 CDBG Funds
CITY OF SAN FERNANDO Administration Development	Small Business Assistance Program	$68,861
CITY OF SAN FERNANDO Administration Development	Neighborhood Clean-Up Program	$20,000
CITY OF SAN FERNANDO Administration Development	Residential Rehabilitation Program	$50,000
CITY OF SAN FERNANDO Administration Development	Access to Capital Program	$50,000
	TOTAL	$188,861

ATTACHMENT "B"

RESOLUTION NO. 8411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 ADOPTED ON JUNE 30, 2025, APPROPRIATING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2025-2026, commencing July 1, 2025, and ending June 30, 2026; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to incorporate Community Development Block Grant (CDBG) funding; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2025 and ending June 30, 2026, a copy of which is on file in the City Clerk's Office, was adopted on June 30, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The following adjustments are made to the City Budget:

Increase in Revenues	$188,861
Account No. 026-3693-0185	$68,861
Account No. 026-3693-0561	$20,000
Account No. 026-3693-XXXX (New ACT Program)	$50,000
Account No. 026-3693-XXXX (New Rehab Program)	$50,000
Increase in Expenditures	$188,861
Account No. 026-107-0185-4260	$ 6,886
Account No. 026-107-0185-4450	$61,975
Account No. 026-107-0561-4260	$20,000
Account No. 026-107-XXXX-4260 (New ACT Program)	$50,000
Account No. 026-107-XXXX-4260 (New Rehab Program)	$50,000

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

RES. NO. 8411

PASSED, APPROVED, AND ADOPTED THIS 2nd DAY OF SEPTEMBER 2025.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8411

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8411 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of September 2025, by the following vote of the City Council:

AYES:

NAYS:

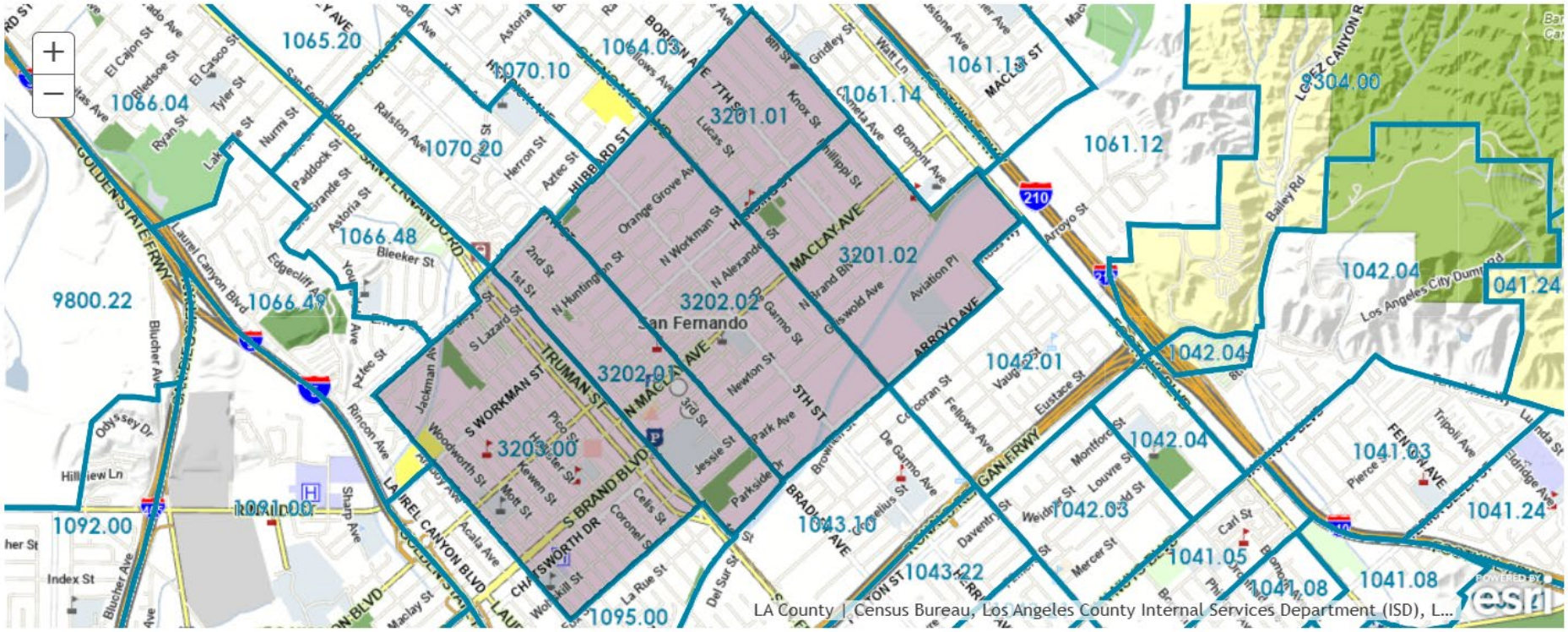
ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of September 2025.

Julia Fritz, City Clerk

ATTACHMENT "C"



2020 Census			City/Community		Low/Mod Data			Population	Political District
Remove	Tract	BG	Name	P	%	Persons	Universe	Total	Sup
Remove	3201.01		San Fernando	P	47.07	1,685	3,580	3,578	3
Remove	3201.02		San Fernando	P	56.23	2,190	3,895	3,893	3
Remove	3202.01		San Fernando	P	64.72	2,660	4,110	4,111	3
Remove	3202.02		San Fernando	P	56.03	3,460	6,175	6,248	3
Remove	3203.00		San Fernando	P	71	4,530	6,380	6,414	3
				TOTAL	60.17	14,525	24,140	24,244	

THE CITY OF SAN FERNANDO

ATTACHMENT "D"

30-DAY PUBLIC NOTICE

NOTICE OF PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF SAN FERNANDO TO CONSIDER AND APPROVE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR PROPOSED PROJECTS AS PART OF THE CITY CONSOLIDATED ALLOCATION ACTION PLAN FOR THE 51ST PROGRAM YEAR FUNDS (JULY 1, 2025 - JUNE 30, 2026)

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the City Council of the City of San Fernando to consider and approve funding for projects for the 51st Program Year (July 1, 2025 - June 30, 2026) Community Development Block Grant (CDBG) funding as part of the CDBG Consolidated Plan (Action Plan). If approved by the San Fernando City Council, the City will submit the request to use the City-allocated CDBG funds to the Los Angeles County Development Authority (LACDA).

City of San Fernando

Fiscal Year 2025-2026 CDBG Annual Funding Allocation: $177,308

Proposed Fiscal Year 2025-2026 CDBG Projects

Neighborhood Clean-Up Program: $20,000
Small Business Assistance Program: $57,308
Residential Rehabilitation Program: $50,000
Access To Capital Program: $50,000

Anyone wishing to comment should submit written comments by Tuesday, September 2, 2025. In addition, all interested parties wishing to comment are invited to attend the Public Hearing. Public testimony regarding the proposed matter will be heard by the City Council on:

DATE AND TIME: Tuesday, September 2, 2025, 6:00 P.M.
LOCATION: City Hall Council Chambers
117 Macneil Street, San Fernando, CA 91340-2993

If you wish to challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to, the Public Hearing.

Copies of the staff report will be available for public review after 12:00 noon on Friday, August 29, 2025 on the City's website at: www.sfcity.org and at the City Clerk's Office, 117 Macneil Street, San Fernando, CA 91340. Questions regarding this matter may be referred to Kanika Kith, Interim City Manager at kkith@sfcity.org or (818) 898-7316. For information on programs administered by LACDA, you can log on to www.lacda.org.

Dated this 31st day of July, 2025
City of San Fernando, California

Julia Fritz

Julia Fritz, City Clerk

AFFIDAVIT OF POSTING
I declare under penalty of perjury that I am employed by the City of San Fernando, City Clerk Department and I posted this document at City Hall, 117 Macneil Street, San Fernando, Ca 91340
Dated: 7-31-25 at: 3:45pm
By: Julia Fritz

ATTACHMENT "E"

SBAP Approved Applications

August 27, 2025

Business Name
Fosters Freeze
Earl's Automotive
Lola's Kitchen
Analia's Boutique
El Rinconcito de los Raspados Naturales
No Sabo
Surge Los Angeles Dance Studio
Alberto's Hair Salon
Lotus Bakery
Elite Fitness Club
Magaly's Tamales
La Orquidea Flower & Bridal
Dorado Home Furniture
Protein Stop
The Discovertee
Panaderia
Alfonsos Furniture
Mercado Las Palmas and Restaurant
Fiesta Furniture

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Wendell Johnson, Director of Public Works
Victor Meza, Water Operations Manager

Date: September 2, 2025

Subject: Discussion and Consideration for Emergency Approval of a Contract Services Agreement with General Pump Company for the Rehabilitation of Potable Water Production Well 2A

RECOMMENDATION:

It is recommended that the City Council find the following by 4/5 vote:

a. Find that emergency conditions persist in that there remains a clear and present danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public service;

b. Approve without formal competitive bidding, the attached emergency Contract Services Agreement with General Pump Company (Attachment "A" – Contract No. 2411) for the rehabilitation of potable water production at Well 2A, in an amount not to exceed $620,157.60, which includes a 15% contingency. Pursuant to Public Contract Code Sections 1102 and 22050 as well as San Fernando Municipal Code Section 2-804, find that an emergency warranting the waiver of formal competitive bidding exists justifying the award of the above referenced Contract Services Agreement to General Pump Company to restore water supply and prevent water service disruptions; and

c. Authorize the City Manager, to execute the same on behalf of the City subject to such non-substantive and clarifying edits as may be warranted in consultation with the City Attorney.

BACKGROUND:

1. On May 22, 2025, staff identified a critical mechanical failure at Well 2A rendering the well inoperable. Prior to this event, on December 6, 2023, Well 2A was out of service due to mechanical failure. As a result of the urgent needs staff contacted several pump companies for urgent inspection quotes. These expenses will be covered by a $7 million grant for Water

Treatment Projects specifically to remove Nitrate from impacted water wells. These funds need to be expended by March 31, 2026, in order to qualify for reimbursement

2. On May 23, 2025, General Pump Company (General Pump) was the only pump company available to conduct an urgent on-site inspection of the well. After the on-site inspection, General Pump advised staff that the well must be removed from operational to determine the cause of the failure.

3. On June 2, 2025, the City Manager authorized staff to prepare a memo requesting urgency authorization for approval to procure and repair Well 2A. This action enabled General Pump to mobilize and began pulling the well for inspection on the same day. Pursuant to San Fernando Municipal Code (SFMC) Section 2-804 (Urgencies) and consistent with Public Contract Code section 22050(b)(1), the City Manager, in the event of an emergency, may order the immediate repair or replacement of a public facility and procure the necessary equipment, services and supplies for those purposes, including the award of contracts which might otherwise require formal competitive bidding (Attachment "B"). Pursuant to Public Contract Code Section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the emergency warranted the waiving of formal award procedures including formal competitive bidding that would otherwise have been required absent the emergency.

4. On June 10, 2025, staff received a signed authorization memo to move forward without following formal award procedures on the basis of urgency Pursuant to SFMC Division 6, Section 2-804 (Urgencies) and emergency under Public Contract Code sections 1102 and 22050 (Attachment "C"). The contracting authorization granted by the City Manager was capped at $25,000.

5. On July 16, 2025, General Pump provided a quote in the amount of $303,267.48 for the urgent Well 2A rehabilitation and new pumping equipment as the equipment pulled was found to be beyond repair (Exhibit "A" to Attachment "A").

6. On August 21 2025, General Pump provided an additional quote in the amount of $236,000 to install 475' full – length Stainless Steel Liner. The installation of the liner would prolong the life of the well another 50 years. This step is necessary due to the discovery of a total of 12 holes in various sizes and water levels on the deteriorating 14-inch water well casing. (Exhibit "B" to Attachment "A")

ANALYSIS:

Maintaining and upgrading the City of San Fernando's water wells is essential to ensuring a safe, reliable, and sustainable water supply for the community. As the City relies heavily on local groundwater to meet residential, commercial, and emergency needs, investing in the upkeep of City wells protects public health, safeguards against system failures, and reduces dependence on costly imported water from Metropolitan Water District (MWD).

The City relies heavily on its four (4) active wells, Well 2A, Well 3, Well 4A, and Well 7A, which collectively meet system demand and currently keep nitrate levels within drinking water standards. Of these, Well 2A is the most critical, producing over 2,000 gpm (gallons per minute) and serving as a cornerstone of the City's potable water supply. The below table shows the City's wells and production:

Groundwater Sources		
Source	**Status**	**Capacity (GPM)**
Well 2A	Active	2,030 gpm
Well 3	Active	1,100 gpm
Well4A	Active	400 gpm
Well 7A	Active	900 gpm

In November 2023, the City secured a $7 million State Water Board grant to construct a Nitrate Water Treatment System at Well 2A. While this funding has advanced design and treatment planning, additional resources are needed to complete the following projects:

1. Urgent repair of the existing well (Agenda Item No. 12, this meeting).

2. Design for a new Nitrate Treatment System and expansion of the existing building to house the well and treatment system (Agenda Item No. 7, this meeting).

3. Installation of a new Nitrate Removal Treatment System (Agenda Item No. 8, this meeting).

4. Construction for the building expansion, once design is complete (future City Council action).

5. Installation of security measures (cameras, lighting, wall, etc.) at the water sites (future Council action).

On May 22, 2025, Well 2A experienced a complete mechanical failure rendering the well inoperable. Staff immediately contacted several companies to obtain quotes for the inspection and pump removal of Well 2A due to urgent need. Two (2) companies, General Pump and Layne Christianson responded with the below proposals:

- General Pump, four (4) man crew quote - $21,000
- Layne Christianson, four (4) man crew quote - $21,453
- West Coast Pump and Well Company quote - No Quote Provided

General Pump Company was engaged under emergency authorization by the City Manager to pull the pump and inspect the well. The inspection revealed severe damage to pump bowls and extensive mineral buildup, rendering key components inoperable and requiring impeller replacement (Attachment "E").

A June 5, 2025, video inspection identified heavy mineral buildup around the well louvers. After brushing and air-burst cleaning was completed on July 31, 2025, a second inspection on August 4, 2025, revealed significant deterioration of the well casing, including extremely thin sections and 12 holes of varying sizes that require to be repaired before the well can be reassembled (Attachment "F").

To fully restore the well, General Pump Company has provided two proposals:

1. Well Rehabilitation and Pump Replacement – Estimated at $303,267, this scope includes comprehensive rehabilitation of the well and installation of new pumping equipment. The replacement is necessary as the previously removed components were found to be beyond repair.

2. Installation of a 475-Foot Stainless Steel Liner – Priced at $236,000, this involves inserting a full-length stainless steel liner to address the deteriorating 14-inch casing, which currently has 12 holes of varying sizes and depths. This liner is critical to prevent structural collapse, safeguard against contamination, and extend the well's operational life by up to 50 years

The combined total for both proposals is $539,267, encompassing all necessary work to ensure the well's long-term reliability and safety.

<u>Waiver of Competitive Bidding Due To Emergency Circumstances.</u>
Under State law, a city may skip competitive bidding for public projects in cases of "emergency" defined to mean a **"sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services"** (Public Contract Code Sections 1102 and 22050). For cities, a city council can authorize the emergency work itself (See Public Contract Code Section 22050(a)) or it may delegate authority to do so to the city manager. (See Public Contract Code Section 22050(b)(1)).

Emergency authority has been delegated to the City Manager under Section 2-804 of the SFMC consistent with Public Contract Code Sections 1102 and 22050. A city manager delegated such authority may, in the event of an emergency, order immediate action repair or replace a public facility and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See Public Contract Code section 22050(a)(1) and (b)(1)). Such authority is subject to the following requirements and limitations however:

- The City Manager must report on the reasons justifying why the emergency will not/did not permit a delay resulting from a competitive solicitation of bids and why the action was/is necessary to respond to the emergency.

- City Council must review the matter to determine by 4/5 vote if there is a need to continue the action.

On June 10, 2025, the City Manager authorized an initial urgent expenditure of $21,000 to remove inoperable Well 2A for inspection. Following that inspection by General Pump Company, staff now request authorization to proceed with the combined proposals totaling $539,267, along with a 15% contingency of $80,891 to cover any unforeseen expenses. The overall authorization is requested not to exceed $620,158.

BUDGET IMPACT:

The cost expended to date to remove and video log the well is $21,400 dollars. The additional cost requested for the proposed work is estimated not to exceed $620,158. After consultation with the City's grant manager at the California State Waterboard, overseeing the $7M grant awarded to the City for Well 2A rehabilitation, this repair work was deemed eligible as a reimbursable expense within the current grant scope. The funding was approved with allowable expenses ranging from dates January 1, 2020 – March 30, 2026. Additional details regarding the proposed funding sources and uses our outlined below:

SOURCES		
Fund	**Account Number**	**Allocation**
State Water Board Grant	010-3683-0857	$ 7,000,000
Total Sources:		**$ $7,000,000**

USES		
Activity	**Account Number**	**Allocation**
Urgent Repair of Well 2A	010-385-0857-4600	$ 641,558
Installation of a New Nitrate Removal Treatment System	010-385-0857-4600	$2,600,00

Design for a new Nitrate Treatment System *(Base Price & Contingency)*	010-385-0857-4600	$435,149
Subtotal: Proposed Uses Pending City Council Approval:		*$3,676,707*
Remaining Balance Available for Use Towards Future Projects: • Construction for the Building Expansion • Installation of Well Site Security		*$3,323,293*
Total Uses:		**$ $7,000,000**

CONCLUSION:

It is recommend that the City Council pursuant to Public Contract Code sections 1102 and 22050(c)(2) find the following by 4/5 vote:

(a) Emergency conditions persist in that there remains a clear and present danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public service;
(b) In light of the ongoing emergency, authorize the waiver of formal competitive bidding for that certain public works construction work referenced and generally described in Exhibits "A" and "B" of the proposed Contract Services Agreement with General Pump Company and approve the proposed Contract Services Agreement with General Pump Company, subject to an overall not-to-exceed sum of $620,158; and
(c) Authorize the City Manager to execute the same on behalf of the City subject to such non-substantive and clarifying edits as may be warranted in consultation with the City Attorney.

ATTACHMENTS:

A. Contract No. 2411, including:
   Exhibit "A" & "B": General Pump Company Proposals
B. San Fernando Municipal Code Division 6, Section 2-772 (v) and Section 2-804
C. Signed City Manager Memo authorizing staff to proceed with urgency repairs Video Log Picture of Well 2A
D. Video Log Pictures of Well 2A excessive mineral build up on casing .
E. Pictures of Damaged Unrepairable San Fernando Well2A Brass impellers
F. Video Log Pictures of Well 2A hole in casing.

ATTACHMENT "A"
CONTRACT NO. 2411

2025
CONTRACT SERVICES AGREEMENT
(Contractor: General Pump Company)
(Nature of Engagement: Emergency Rehabilitation of Well 2A)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2nd day of September, 2025, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "City") and GENERAL PUMP COMPANY (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services and tasks necessary to achieve its purpose; and

WHEREAS, City requires the urgent rehabilitation of Well 2A; and

WHEREAS, City staff has determined that Contractor possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, approval authority for this Agreement is by the City Manager pursuant to San Fernando Municipal Code Division 6, Section 2-272 (v) and Sections 2-804 Urgencies and in accordance with Sections 1102 and 22050 of the Public Contracts Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 Definitions. The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the General and Standard Specifications and Special Provisions.

1.2 Contract Documents. The "Contract Documents," except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor's performance obligations:

a. Permits from the City's Building, Planning, and Public Works Departments and similar Governmental Approvals for the Work required by applicable law.

b. Change Orders and other Modifications issued after execution of the Agreement.

c. This Agreement, as signed by the Parties, including the following exhibit, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit "A"	That certain cost proposal of Contractor entitled "City of San Fernando Well #2A – Well Rehabilitation & New Pumping Equipment" dated July 16, 2025
Exhibit "B"	That certain supplemental cost proposal of Contractor entitled "City of San Fernando Well #2A – Install Liner" dated August 21, 2025
Exhibit "C"	Workers Compensation Certification
Exhibit "D"	Form of Faithful Performance and Form Material and Labor Bond
Exhibit "E"	Claims Procedure

d. Addenda with later Addenda having priority over earlier Addenda.

e. Special Provisions, General Specifications and Standard Specifications.

f. City and other agency's Standard Drawings.

g. All documents, maps, texts and items referred to in the foregoing documents.

1.3 Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in the 2024 Edition of the Greenbook: Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 Entire Agreement. This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 - SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contract Documents, which services may be referred to herein as the "Services" or "Work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements.

2.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.3.

2.4 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

2.5 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor’s work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor’s field. Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

2.5.1 Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2.5.2 The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

2.5.3 The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Manager pursuant to application of subsections 1 and 2 above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.6 Care of Work. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.8 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3.4 of this Agreement.

c. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.9 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in Exhibits A and B to this Agreement. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT

3.1 Contract Price. City shall pay Contractor the aggregate sum of **FIVE HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDED SIXTY SEVEN DOLLARS AND FOURTY EIGHT CENTS ($539,267.48)** (the "Contract Price") which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The City Manager, in the City Manager's sole discretion and without further City Council approval, may authorize expenditures in excess of the Contract Price up to an amount not exceeding 15% of the Contract Price.

3.2 Substitution of Securities. In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by the City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

3.3 Changes to the Contract Price. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

3.4 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services

or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.5 Payment Procedures.

3.5.1 Progress Payments. All progress payments shall be made in accordance with Public Contract Code § 20104.50, as follows:

a. The City shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. If the City fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

b. Upon receipt of a payment request, the City shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

c. The number of days available to the City to make a payment without incurring interest pursuant to §20104.50 of the Public Contract Code shall be reduced by the number of days by which the City exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (b) above.

d. A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

e. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

3.5.2 Retention. Within sixty (60) calendar days after City accepts final completion of the Work, City shall pay Contractor the amounts City deducted and retained from Contractor’s progress payments, except such sums which are required by applicable law or authorized by the Agreement to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the disputed amounts.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 Date of Commencement/Notice to Proceed. The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed by all parties and approved by the City.

4.2 Contract Time. Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within THIRTY (30) calendar days after the date specified to Contractor in the Notice to Proceed issued by then City.

ARTICLE 5 – LIQUIDATED DAMAGES AND INCENTIVE BONUS

5.1 Amounts of Liquidated Damages. Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive working day in excess of the time specified for the completion of Work, as adjusted in accordance with the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Two Thousand Dollars ($2,000). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 Claims Procedures. Contractor shall comply with the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "C."

6.2 Government Code Claims Procedures. Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth herein, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained herein shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

6.3 Cooperation and Notification. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require. The City shall provide notification to Contractor within ten (10) business days upon receipt of any third party claim relating to this Agreement.

ARTICLE 7 – LOCAL BUSINESS LICENSE, TAXES AND FEES

7.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business license fee pursuant to Section 22-126 of the San Fernando Municipal Code to operate in the City, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

7.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 8 – BONDS

8.1 Performance and Payment Bonds. Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds: one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A-or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 9 – WORKERS' COMPENSATION INSURANCE

9.1 Workers' Compensation Insurance Certificate. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

9.2 Evidence of Coverage. Prior to the City's execution of this agreement, Contractor shall file with the City either (i) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (ii) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

9.3 Carrier Rating. Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

9.4 Subcontractor Worker's Compensation Insurance. Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 10 – CONTRACTOR'S LIABILITY INSURANCE

10.1 Minimum Scope. Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of and acceptance by the City of the Work, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

10.2 Carrier Ratings. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VII or larger.

10.3 Minimum Limits. Contractor shall maintain minimum limits of insurance as follows:

10.3.1 Commercial General Liability: Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than $2,000,000.

10.3.2 Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

10.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full

completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of San Fernando, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

10.3.4 Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall provide that the policy will respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; have the same effective dates as the primary policies; pay on behalf of the insureds and not reimbursement; the policies shall "follow form" to the underlying primary policies; and the insureds, including the additional insureds shall be the same as the primary policies.

10.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

10.5 All Coverage's. The insurance policy or policies shall also comply with the following provisions:

a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

b. The policy shall be endorsed to waive any right of subrogation against the City and its subcontractors, employees, officers, agents and directors for work performed under this Agreement.

c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for ten (10) years after completion of the Project. The retroactive date of the coverage must also be listed.

d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of San Fernando. Contractor shall provide Form No. CG 20010413 to City.

e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of San Fernando it is agreed that the City of San Fernando, and its officers, officials, employees and agents are added as additional insureds under this policy."

f. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

10.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.7 Contractor's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

10.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

10.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

10.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

10.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

10.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 19 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of $1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 11 - INDEMNITY/DUTY TO DEFEND

11.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity

Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

11.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

11.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any

Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

11.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

11.6 Limitations. Notwithstanding the above provisions of section 11.1 and 11.2, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

11.7 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

ARTICLE 12 – PREVAILING WAGES

12.1 Public Work Project. This Project is a public work as defined in California Labor Code Section 1720. By executing this Agreement, Contractor certifies that neither it, nor any of its subcontractors are ineligible under Labor Code Section 1777.1 or Section 1777.7 from entering into a contract for, or performing the Work. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code. The Director's determination of prevailing rates are on file with the City and are available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and are referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

12.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

a. Section, 1771, Contractor and any subcontractors shall pay not less than the general prevailing rate per diem wages.

b. Section 1775, Contractor and any subcontractor will forfeit to City as a penalty up to $200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.

c. Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the DIR. For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

d. Section 1777.5 prescribes the terms and conditions for employing registered apprentices.

e. Section 1810, eight hours of labor constitutes a legal day's work.

f. Section 1813, Contractor will forfeit to the City as a penalty the sum of $25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815.

g. Sections 1725.5 and 1771.1 requires all general contractors and subcontractors to be registered with DIR.

h. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

ARTICLE 13 – MISCELLANEOUS

13.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

13.2 Notice. Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

If to City:
City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Public Works
Phone: 818-898-1293

If to Contractor:
General Pump Company
159 N. Acacia Street
San Dimas, CA 91773
Attn: Kim Oman
Phone 805-482-1215

13.3 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

13.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.5 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

13.7 Disputes. In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such

immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 13.7 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

13.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 13.7, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

13.9 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes for the delay. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement.

13.10 City's Right to Access and Audit Contractor's Project Documents.

a. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

b. The City and/or its authorized auditors or representatives, (including the California State Auditor if so requested by the City pursuant to Government Code § 8546.7) shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Agreement and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to City and/or its authorized auditors or representatives and cooperate with the City and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

13.11 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

13.12 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Los Angeles County, State of California.

13.13 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.14 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor

with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

13.15 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

13.16 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

13.17 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

13.18 Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

13.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO:

By: _____

Kanika Kith, Interim City Manager

Date: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, City Attorney

Date: _____

GENERAL PUMP COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952 Lic. #496765
Serving Southern California and Central Coast

July 16, 2025

City of San Fernando
117 MacNeil Street,
San Fernando, CA
Attn: Alex Mendez

Subject: City of San Fernando Well #2A – Well Rehabilitation & New Pumping Equipment

General Pump Company is pleased to provide our quote to rehabilitate your well and supply new pumping equipment, as the one we pulled is beyond repairable. Below is a summary of the cost associated with our scope of work.

Cost Proposal

Shop Labor

- Prep rig and tooling for pump install.
- Load/Unload tools.
- Prep Wire brush
- Prep rig and tooling for airlift
- Prep tooling for airburst
- Prep Dual Swab tool.
- Prep Chemical Trailer
- Prep Chemistry
- Prep Settling Tank
- Dual Swab & Pumping Equipment
- Unload customer equipment.
- Disassemble/Assemble new pump.
- Epoxy Coat Bowl Assembly
- Unload New Column Pipe, pressure wash it, tighten couplings
- Teardown & Pump inspection $6,250.00

Field Labor

Brush Well

- Mobilize to site and set up rig.
- Brush Well
- Clean & secure well site. Demobilize.
  3-Man Crew, Pump Rig, and Flatbed Truck $ 8,050.00

GENERAL PUMP COMPANY

Airlift Fill from Well

- Mobilize to site and set up rig.
- Set up rig, air compressor and tanks to airlift fill
- Airlift Fill from well
- Clean & secure well site. Demobilize.

3-Man Crew, Pump Rig, and Flatbed Truck $ 17,710.00

Materials/Rentals (Non-Taxable);

- 4" Eductor Pipe Rental $500.00
- Air Compresor Rental & Diesel $3,895.00

Airburst Well Rehabilitation

- Mobilize to site
- Set up Airburst Equipment, Eductor Pipe & Air Compresor, Rig.
- Airburst Technology (5 Shots per Foot)
- Airlift Well while performing Airburst

2 Days of Airburst Technology (5 Shots Per Foot) $ 23,000.00
3-Man Crew, Pump Rig, and Flatbed Truck $ 17,710.00

Materials/Rentals (Non-Taxable);

- 4" Eductor Pipe Rental $500.00
- Air Compresor Rental & Diesel $4,895.00

Chemical Well Rehabilitation (Recommendation)

- Mobilize to site
- Set up Chemical Trailer, Settling Tank, Rig.
- Inject Pipe & Well Renew Chemistry
- Dual Swab & Pump Development at Screened Area (30 Hours)

3-Man Crew, Pump Rig, and Flatbed Truck $ 44,275.00

Materials (Taxable);

- 1 Drum of Pipe & Well Renew Concentrate
- 8 Drums of Pipe & Well Renew HCL $ 9,702.00

Rentals

- Dual Swab & Pumping Equipment. $ 1,000.00

Field Labor

Complete Pump Install

- Mobilize to site and set up rig for install.
- Install complete pump.
- Wire motor
- Perform startup and run to waste
- Clean & secure well site. Demobilize.

4-Man Crew, Pump Rig, and Flatbed Truck $ 17,500.00

Outside Service

- Downhole video survey w/ side scan pictures & report. $ 1,200.00

Materials

- 260' Ft of 10" x 0.312" HSLA(High Strength Low Alloy) ASTM A606 Type 4 Column Pipe T&C
- 260' Ft of 1 11/16" 416SS Shaft T&C
- 26 – 10" x 2.5" x 1 11/16" Retainers
- New Hydroflo 2100 GPM @ 315' Ft of TDH
- Scotchkote Epoxy Coating Kit
- Banding & Buckles for ¼" SS Airline
- Freight & Tax $146,180.48

TOTAL **$ 303,267.48**

General Pump Company's Standard Terms and Conditions apply, and all invoices are Net 30- Days from date of invoice. General Pump Company's Estimated charges are time and materials and will not be exceeded without prior written authorization from the Owner.

Sincerely,

GENERAL PUMP COMPANY, INC.

Carlos Fajardo
Sales Engineer

PAGE 2 DRAWING

Bill Of Materials

ALL DIMENSIONS IN INCHES

ItemNo.	Qty.	Description	Material Grade
1	1	Bowl Shaft	416 Stainless Steel
5	1	Bearing - Oil Tube Adapter (Half Bearing)	BRZ C932
9	2	Pipe Plug - Discharge	A-197 Black Iron
10	1	Bearing - Discharge Case	C93200 Bronze
12	1	Discharge Case	A-536 GR. 65-45-12
14	12	Bolt - Discharge Case	18-8 Stainless Steel
16	6	Bowl	A-536 GR. 65-45-12
18	6	Bearing - Bowl	C93200 Bronze
19	6	Impeller Collet	316 Stainless Steel
20	6	Impeller	201 Stainless Steel
23	60	Bolt - Bowl	18-8 Stainless Steel
24	12	Bolt - Suction	18-8 Stainless Steel
25	1	Suction - Threaded	A-536 GR. 65-45-12
27	1	Sand Collar	201 Stainless Steel
28	1	Bearing - Suction	C93200 Bronze
29	1	Pipe Plug - Suction	A-197 Black Iron

ZOOM FOR DETAIL

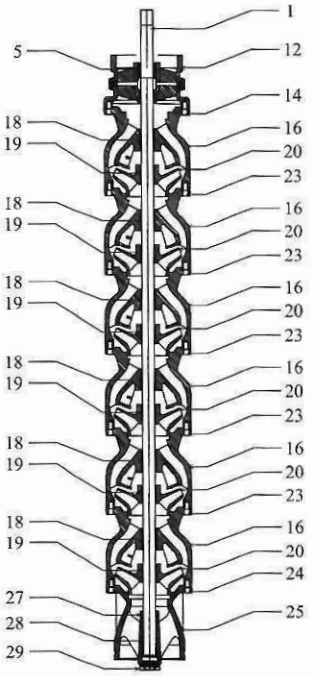
NOT TO SCALE

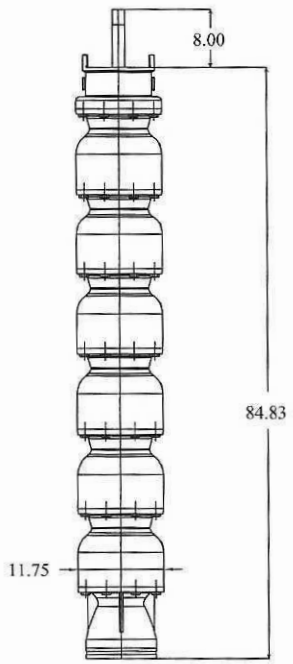
PROJECT SPECIFICATIONS

Date:	6/30/2025
Job:	
Config #:	C-59514-w
GPM:	2100
Head FT:	315
Pump Model:	12HHC - 6 Stage
Imp. Type:	12HHC SS ENCL.
Pump Materials:	Ductile Iron / 201SS
Bowl Shaft Dia:	1.6875

DRIVER INFORMATION

Mfr:	
Enclosure:	No Driver Wanted
HP:	250
RPM:	1800
Phase/Volt:	





Estimated Bowl Assy
Weight: 736 Lbs.

NOT FOR CONSTRUCTION

NOTICE

This drawing is the confidential property of Hydroflo Pumps USA, Inc., a Taco Group Company and is furnished for your Information only and must not be made public or copied and must be returned on demand. Manufacture of parts per this drawing is expressly forbidden except by written authorization from Hydroflo Pumps USA, Inc., a Taco Group Company. All rights of design and invention are reserved and patents pending.

REV	DATE	REVISION	CH

HydrofloPumps Fluid Solutions™ A Taco Group Company

HYDROFLO PUMPS USA, INC.
7118 LOBLOLLY PINE BLVD.
FAIRVIEW, TN 37062
PHONE: 615.799.9662
FAX: 615.799.5654

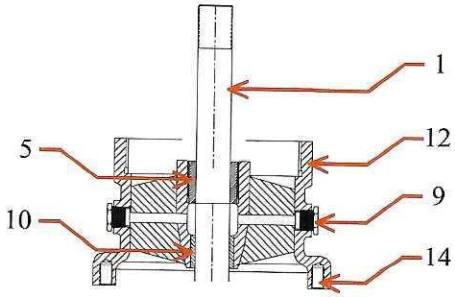
General Pump Company
12HHC - 6 Stage Water Lube
Vertical Turbine Pump System

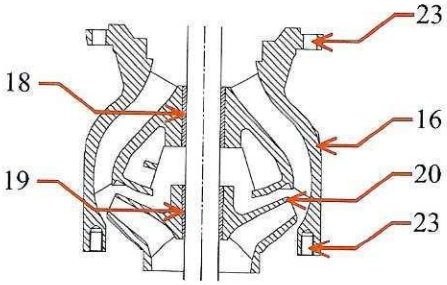
REFERENCE	HYDROFLO PUMPS INC. WORK ORDER NO.		General Arrangement Design Specifications
PUMP S.N.	NO. REQD: Qty	CUSTOMER P.O. NO.	DWG. NO. / SHT. / REV.
MATERIAL: NOTED		DR BY: Config DATE: 6/30/2025	
		CK BY: DATE:	

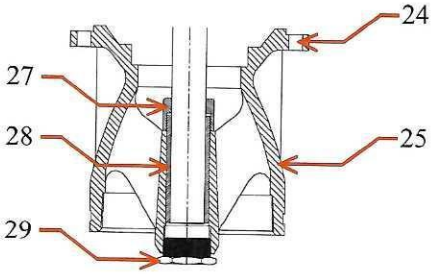
PAGE 3 DRAWING

Bill Of Materials

ItemNo.	Qty.	Description	Material Grade
1	1	Bowl Shaft	416 Stainless Steel
5	1	Bearing - Oil Tube Adapter (Half Bearing)	BRZ C932
9	2	Pipe Plug - Discharge	A-197 Black Iron
10	1	Bearing - Discharge Case	C93200 Bronze
12	1	Discharge Case	A-536 GR. 65-45-12
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16	6	Bowl	A-536 GR. 65-45-12
18	6	Bearing - Bowl	C93200 Bronze
19	6	Impeller Collet	316 Stainless Steel
20	6	Impeller	201 Stainless Steel
23	60	Bolt - Bowl	18-8 Stainless Steel
24	12	Bolt - Suction	18-8 Stainless Steel
25	1	Suction - Threaded	A-536 GR. 65-45-12
27	1	Sand Collar	201 Stainless Steel
28	1	Bearing - Suction	C93200 Bronze
29	1	Pipe Plug - Suction	A-197 Black Iron







Pump Model: 12HHC - 6 Stage

NOT FOR CONSTRUCTION

Config #: C-59514-w

NOTICE

This drawing is the confidential property of Hydroflo Pumps USA, Inc., a Taco Group Company and is furnished for your Information only and must not be made public or copied and must be returned on demand. Manufacture of parts per this drawing is expressly forbidden except by written authorization from Hydroflo Pumps USA, Inc., a Taco Group Company. All rights of design and invention are reserved and patents pending.

REV	DATE	REVISION	CH

REFERENCE	HYDROFLO PUMPS INC. WORK ORDER NO.
PUMP S.N.	NO. REQD: Qty
MATERIAL: NOTED	

HydrofloPumps Fluid Solutions™ A Taco Group Company

HYDROFLO PUMPS USA, INC.
7118 LOBLOLLY PINE BLVD.
FAIRVIEW, TN 37062
PHONE: 615.799.9662
FAX: 615.799.5654

General Pump Company
12HHC - 6 Stage Water Lube
Vertical Turbine Pump System

	General Arrange Design Specifica
CUSTOMER P.O. NO.	
DR BY: Config DATE: 6/30/2025	DWG. NO.
CK BY: DATE:	

Pump Data Sheet - Hydroflo Pumps USA, Inc.

Company: General Pump Company
Name:
Date: 6/30/2025

Pump:

Size: 12HHC (6 stage)
Type: Vertical
Synch Speed: 1800 rpm
Speed: 1770 rpm
Dia: 9.85 in
Curve: 010311
Impeller: 12HHC SS ENCL.
Specific Speeds:
Ns: ---
Nss: ---
Dimensions:
Suction: 10 in
Discharge: 10 in
Vertical Turbine:
Bowl Size: 11.8 in
Max Lateral: 0.75 in
Thrust K Factor: 16.2 lbf/ft

Pump Limits:

Temperature: 140 °F
Pressure: 300 psi g
Sphere Size: 1.38 in
Power: 300 hp
Eye Area: 29.7 in²

Search Criteria:

Flow: 2100 US gpm
Head: 315 ft

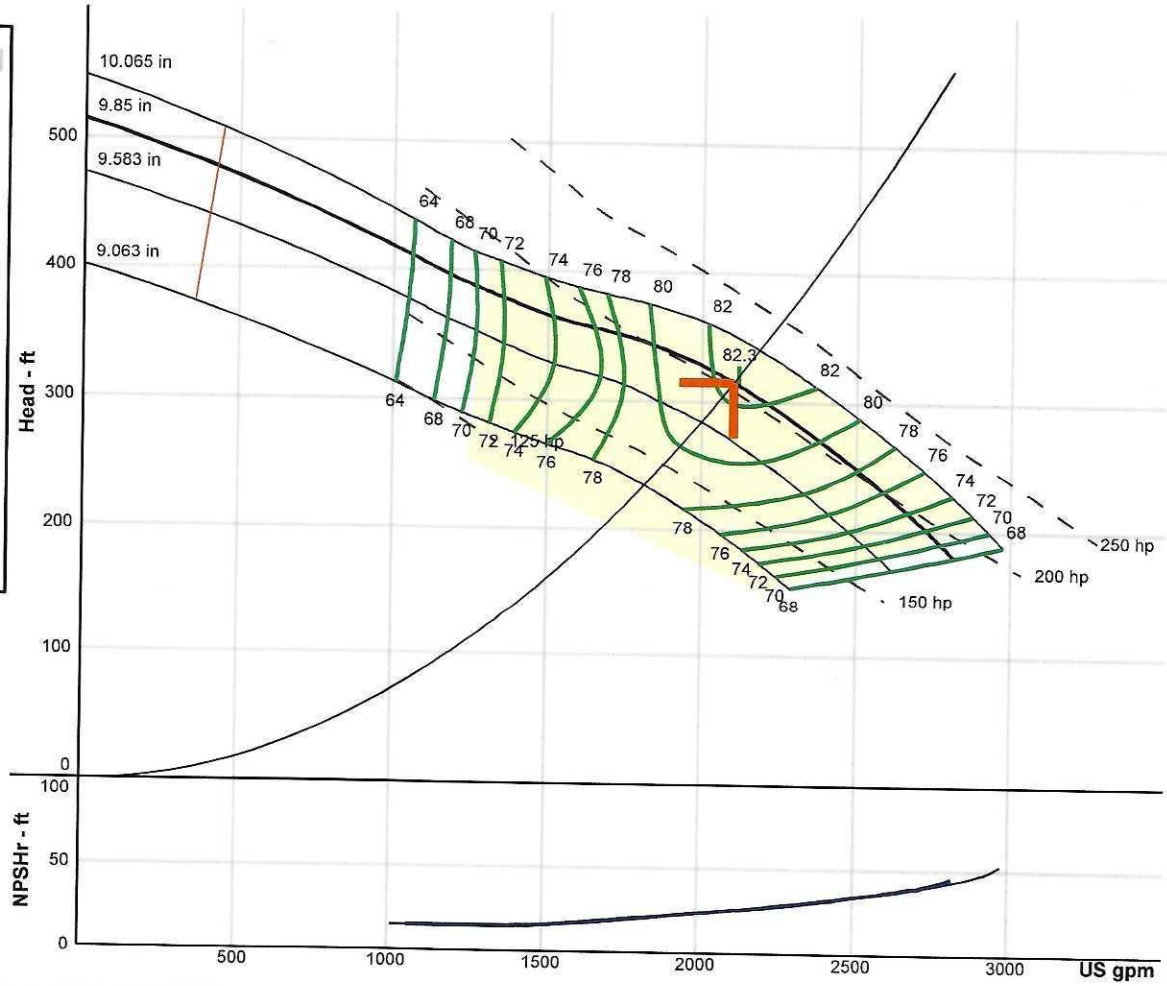
Fluid:

Water
Density: 62.32 lb/ft³
Viscosity: 0.9946 cP
Temperature: 68 °F
Vapor Pressure: 0.3391 psi a
Atm Pressure: 14.7 psi a
NPSHa: ---

Motor:

Standard: NEMA
Enclosure: WP1
Size: 250 hp
Speed: 1800 rpm
Frame: 447T
Sizing Criteria: Max Power on Design Curve

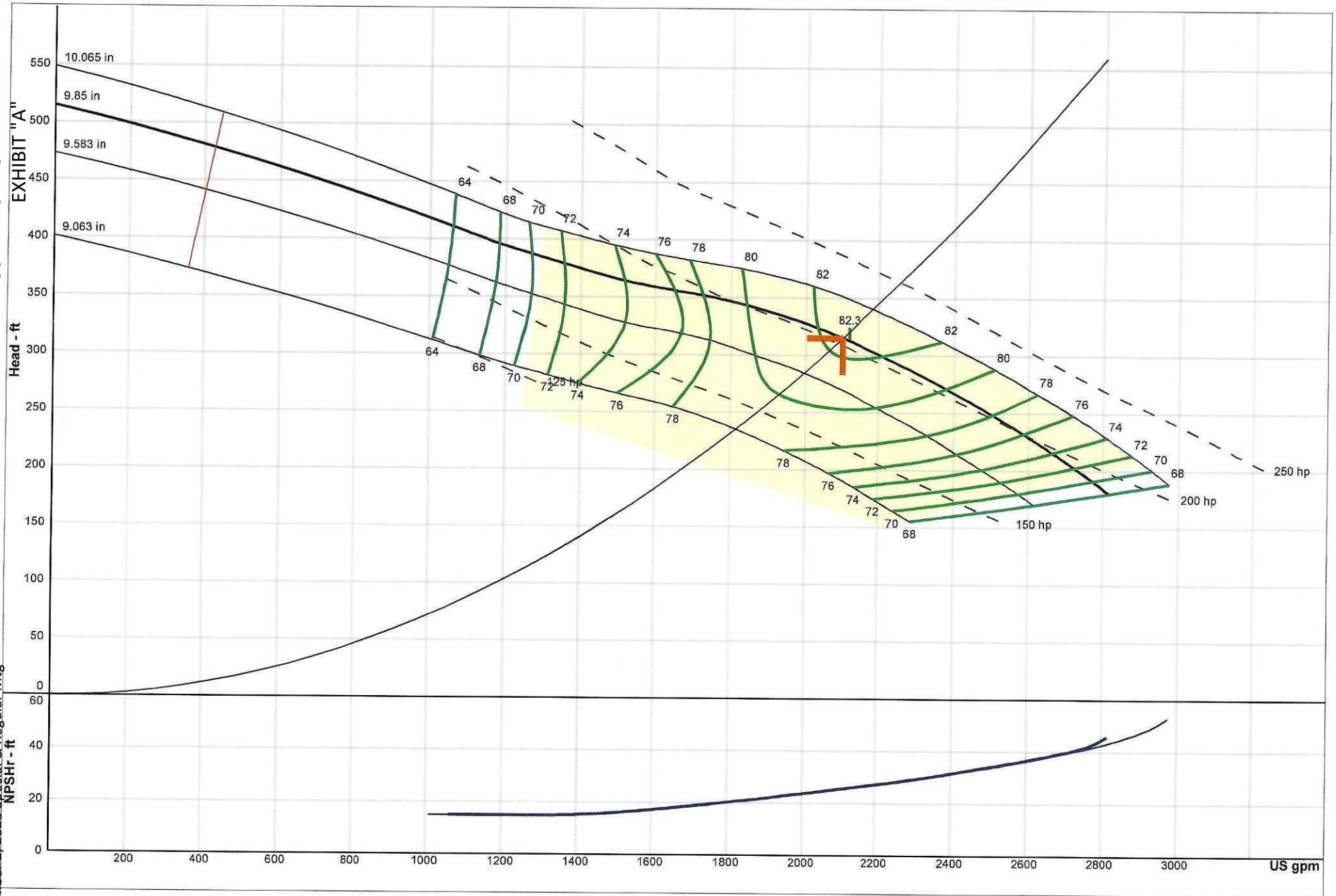
---- Duty Point ----	
Flow:	2101 US gpm
Head:	315 ft
Eff:	82.2%
Power:	203 hp
NPSHr:	25.5 ft
---- Design Curve ----	
Shutoff Head:	515 ft
Shutoff dP:	223 psi
Min Flow:	424 US gpm
BEP:	82.3% @ 2118 US gpm
NOL Power:	204 hp @ 2380 US gpm
-- Max Curve --	
Max Power:	228 hp @ 2508 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
2520	1770	245	77.6	201	34.7
2100	1770	315	82.2	203	25.5
1680	1770	355	76.8	196	18.4
1260	1770	388	69.8	177	15
840	1770	433	56.8	168	15

Selected from catalog: Hydroflo VS Pumps.60 Vers: 18.3



Company: General Pump Company
Name:
6/30/2025

Hydroflo Pumps USA, Inc.
Catalog: Hydroflo VS Pumps.60, Vers 18.3
Vertical - 1800 rpm
Design Point: 2100 US gpm, 315 ft

Size: 12HHC (6 stage)
Speed: 1770 rpm
Dia: 9.85 in
Curve: 010311
Impeller: 12HHC SS ENCL.

Hydroflo Pumps
Fluid Solutions
A Taco Group Company

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952 Lic. #496765
Serving Southern California and Central Coast

August 21, 2025

City of San Fernando
117 MacNeil Street,
San Fernando, CA
Attn: Alex Mendez

Subject: City of San Fernando Well #2A – Install Liner

General Pump Company is pleased to provide our proposal to furnish and install a 475' full-length liner at the above referenced well site. Based on the most recent video, it appears the existing mild steel well casing is heavily corroded resulting in loss of structural integrity, holes, and enlarged perforations. There is extreme risk in performing any additional pumping this well in its current condition. A stainless-steel liner will increase the life expectancy of your well by about 50 years. The following is a summary of the scope of work and associated costs.

Cost Proposal

Shop Labor

- Receive and inspect new materials, quality assurance
- Fabricate 40' x 13.75" OD dummy tool, handling
- Modify single line swab tool for 13.5" well
- Prep and load liner material for installation
- Prep rigs and equipment for liner installation

$ 8,650.00

Field Labor

Run Dummy Tool

- Mobilize to site and set up rig.
- Lower dummy tool into well to full depth or refusal.
- Verify liner material can be properly installed.
- Remove tools.
- Clean & secure well site. Demobilize.

3-Man Crew, Pump Rig, and Flatbed Truck $ 8,050.00

Liner Installation

- Mobilize to site and set up rig.
- Install full length well liner
- Land off liner & secure with gussets.
- Clean & secure well site. Demobilize.

3-Man Crew, Pump Rig, and Flatbed Truck $ 13,900.00
2 Fabricators & Welding Truck $ 6,100.00

GENERAL PUMP COMPANY

Materials

- 300’ Ft of 13.75” OD Stainless Steel 304L Wire Wrap Screen, 0.165” wire x 0.250” Rod, 2” x 6” beveled weld ring ends, 20’ Ft lengths, NSF 61 Certified.
- 175’ Ft of 13.75” OD x 0.25” Stainless Steel 304L Blank Casing with beveled ends, NSF 61 Certified.
- 13.75” Stainless Steel 304L SE Head attached.
- 13.75” Stainless Steel 304L End Cap.
- Welding wire
- Land off Material and gussets
- Dummy tool & rubber swab materials
- Freight & Tax $199,300.00

TOTAL **$ 236,000.00**

General Pump Company’s Standard Terms and Conditions apply, and all invoices are Net 30- Days from date of invoice. General Pump Company’s Estimated charges are time and materials and will not be exceeded without prior written authorization from the Owner.

Sincerely,

GENERAL PUMP COMPANY, INC.

Carlos Fajardo

Sales Engineer

EXHIBIT "C"

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____ GENERAL PUMP COMPANY
DATED

By:_____

_____
Printed Name and Title

EXHIBIT "D"

Bond No._____

FAITHFUL PERFORMANCE BOND FOR
WELL #2A REHABILITATION PROJECT

KNOWN ALL PERSONS BY THESE PRESENTS that we _____, hereinafter referred to as "Contractor" as principal, and _____, as "Surety", are held and firmly bound unto the City of San Fernando, hereinafter referred to as the "AGENCY," in the sum of _____ dollars ($_____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The Conditions of this obligation are such that, whereas said Contractor has been awarded and is about to enter into a Contract for said AGENCY for the above-stated project in said City, in accordance with the drawings and specifications therefore, which contract is incorporated herein by this reference:

NOW THEREFORE, if said Contractor shall well and truly carry out and perform all the covenants and obligations of said contract on Contractor's part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, that any alternations in the obligations or extensions of time granted under the provisions of said contract shall not in any way release either said Contractor or said Surety thereunder, and notice of such alterations of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2025.

_____	_____
Contractor	Surety
By:_____	By:_____
_____	_____
Address	Address
(___)_____	(___)_____
Area Code/Phone Number	Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

CONTRACT NO. 2411
EXHIBIT "D"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of _____)
On _____ before me, _____
Date *(Insert Name and Title of the Officer)*
Personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature_____
Signature of Notary Public

(***Place Notary Seal Above***)

CONTRACT NO. 2411
EXHIBIT "D"

Bond No._____

MATERIAL AND LABOR BOND FOR
WELL #2A REHABILITATION PROJECT

KNOWN ALL PERSONS BY THESE PRESENTS that we _____, hereinafter referred to as "Contractor" as principal, and _____ as "Surety", are held and firmly bound unto the City of San Fernando, hereinafter referred to as the "AGENCY," in the sum of _____ dollars ($_____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, and firmly by these presents.

The conditions of this obligation are such that, whereas Contractor has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either Contractor or Surety, and notice of said alterations is hereby waived by Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of_____, 2025.

_____	_____
Contractor	Surety
By:_____	By:_____
_____	_____
Address	Address
(___)_____	(___)_____
Area Code/Phone Number	Area Code/Phone Number

(Contractor signature must be notarized as well as Surety with proper acknowledgement attached.)

CONTRACT NO. 2411
EXHIBIT "D"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of _____)
On _____ before me, _____
Date *(Insert Name and Title of the Officer)*
Personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature_____
Signature of Notary Public

(***Place Notary Seal Above***)

EXHIBIT "E"

CLAIMS PROCEDURE
Public Contract Code § 9204(d)

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties’ dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity’s failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Sec. 2-772. - Definitions.

(a) *Bidder's list.* "Bidder's list" shall mean a list of responsible prospective vendors capable of providing the items being bid upon.

(b) *Cooperative bid.* "Cooperative bid" is when several government agencies join together to create one bid document combining all agencies product volume for consideration of the bidder in determining the unit cost.

(c) *Emergency.* As determined, including, but not limited to, states of emergency defined in Government Code § 8558, when repair or replacements are necessary to permit the continued conduct of the operation of city services, or to avoid danger to life or property, repair or replace any public facility without adopting plans, specification, or working details or give notice for bids to let a contract or public works construction contract.

(d) *Equipment.* "Equipment" shall mean furnishings, machinery, vehicles, rolling stock, and other personal property used in the city's business.

(e) *General services.* "General services" are services which do not require any unique skill, special background, training, and obtaining such services at the lowest cost should be the single most important factor in selection, as opposed to personal performance. Examples of general services include uniform cleaning and maintenance services.

(f) *Local vendor.* "Local vendor" means a person, firm, partnership, corporation or other legal entity which: (a) has its principal place of business within the jurisdictional boundaries of the city; and (b) has continuously maintained a business license with the city for a period of at least 12 months from the date bids are due.

(g) *Lowest responsive and responsible bidder.* The term "lowest responsive and responsible bidder" means a bidder who has submitted the lowest monetary bid in response to a bid solicitation and who is also a responsible bidder and a responsive bidder. If a bid solicitation has additive or deductive items the lowest monetary bid shall be determined by the city in the bid solicitation documents in any of the manners prescribed under California Public Contract Code § 10126, subdiv. (c).

(h) *Maintenance work.* "Maintenance work" shall mean:

(1) Routine, recurring, and usual work for the cleaning, preservation, or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5)

Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

(i) *Multiple awarded bid.* When a bid is awarded to more than one vendor for the same or similar products. A multiple awarded bid schedule is usually set up and provides information of product type/brand and vendor who is providing the product.

(j) *Piggyback.* Use of another public agency's existing contract to purchase the same product(s) and service(s) at the same or better pricing as outlined in the awarding bid document.

(k) *Professional, management, or special services.* "Professional," "management," or "special services" shall mean any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, consultant or those services such as computer services, golf course operating services, concession services, parking garage operation services, and transportation/transit operator services. Factors for determining whether professional, management, or special services are needed include, but are not limited to, services which require special performance criteria, specific experience and training, professional judgment, licensing, qualified expertise in a specific area of work, or other unique factors other than simply obtaining the service at the lowest cost to the city.

(l) *Public works.* "Public works" shall mean a type of public construction project subject to the regulation of the State Public Contract Code and State Labor Code and as defined in California Labor Code Division 2, Chapter 1, Article 1, Section 1720 and as further amended. Examples of a public works project include:

(1) The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the city.

(2) Furnishing supplies or materials for any of the above works or projects.

(3) A public work does not include maintenance work as defined in this subdivision.

(m) *Public project.* "Public project" shall have the meaning as set forth in the California Public Contract Code Division 2, Part 3, Chapter 1, Article 4, Section 20161 and Division 2 Part 3, Chapter 2, Article 1, Section 22002, or as hereinafter amended.

(n) *Purchase.* "Purchase" shall include the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

(o) *Purchasing agent.* The "purchasing agent," for the purposes of this division, shall be the finance director or his/her designee and is responsible for managing the decentralized purchasing program.

(p)

Purchasing officer. The "purchasing officer," for the purposes of this division, shall be the city manager or his/her designated representative. The purchasing agent, as defined above, shall be presumed to be the designated representative of the purchasing officer unless otherwise directed by the purchasing officer in writing.

(q) *Responsible bidder.* "Responsible bidder" means a bidder determined by the awarding department:

(1) To have the ability, capacity, experience and skill to provide the goods, services, professional services, and/or construction projects in accordance with bid specifications, and if applicable;

(2) To have the ability to provide the goods, services, professional services, and/or construction projects promptly, or within the time specified, and if applicable;

(3) To have equipment, facilities and resources of such capacity and location to enable the bidder to provide the required goods, services, professional services, and/or construction projects, and if applicable;

(4) To be able to provide future maintenance, repair, parts and service for the use of the goods and/or construction projects purchased, and if applicable;

(5) To have a record of satisfactory performance under prior contracts with the city or other purchasers where such bidder has previously been awarded such contract.

(r) *Responsive bidder.* "Responsive bidder" means one that is in substantial conformance with all requirements of the invitation to bid, including specifications and the city's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify their liability may be considered nonresponsive bidders. This may also include provision of insurance requirements, bonds, completion of all forms, inclusion of references and additional information as requested in bid documents.

(s) *Special equipment/supplies.* "Special equipment/supplies" shall mean unique supplies, machinery, information technology, or other equipment which are not generally and regularly ordered in bulk by the city and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

(t) *Supplies.* "Supplies" shall mean office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the city's business, excepting supplies or materials for a public work which is regulated under the California Public Contract Code Sections 20160 et seq.

(u) *Uniform construction cost accounting procedures.* "Uniform construction cost accounting procedures" shall mean those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to California Public Contract Code Section 22010, et seq. or as amended.

(v)

Urgency. Urgency shall exist when a sudden or unexpected situation occurs where the service, repair, or replacements are immediately necessary to permit the continued performance of the essential operations or services of the city, or to avoid the immediate danger to life, public safety, health, or property.

(Ord. No. 1653, § 2(Exh. A), 4-18-2016; Ord. No. 1718, § 2(Exh. A), 8-7-2023)

Sec. 2-804. - Urgencies.

The bidding procedures of section 2-800 or solicitation procedures in section 2-840 may be dispensed with in the case of urgency. An urgency shall exist when a sudden or unexpected situation occurs where the service, repair, or replacements are immediately necessary to permit the continued performance of essential operations or services of the city, or result in excessive costs if not immediately remedied, or to avoid the immediate danger to life, public safety, health, or property. A failure to properly plan in advance, which then results in a situation where normal purchasing practices cannot be followed does not constitute an urgency for purposes of this section.

The city council delegates authority to the city manager to declare a public urgency. If the purchase is $25,000.00 and over, the city manager shall give notice of the purchase process and the circumstances of such urgency purchase to the city council.

(Ord. No. 1653, § 2(Exh. A), 4-18-2016; Ord. No. 1718, § 2(Exh. A), 8-7-2023)

THE CITY OF SAN FERNANDO

MEMORANDUM

To: Nick Kimball, City Manager

From: Wendell E. Johnson, P.E. Director of Public Works

Date: June 10, 2025

Subject: Request for Urgency Authorization – Mechanical Failure at Well No. 2A

PURPOSE

This memo serves to formally request your authorization under San Fernando Municipal Code (SFMC) Division 6 Section 2-804 (Urgencies) to proceed with urgenct procurement and repair activities at Well No. 2A, which has experienced a sudden mechanical failure affecting its operational capacity.

BACKGROUND

On Tuesday May 22, 2025, Public Works staff identified a critical mechanical failure in Well No. 2A which serves a vital role in the City's potable water distribution system. The failure was traced to the Well's pump which would not start and the pump shaft would not turning, rendering the well inoperable and placing undue pressure on the remaining active wells. The pump has to be removed and repaired from the depth of 274 feet.

Given current demands and water system vulnerabilities, this well's failure presents a significant risk to the City's ability to maintain reliable water service and adequate fire suppression capacity. Delays in restoration could jeopardize public health and safety.

REQUEST FOR URGENT ACTION

Pursuant to SFMC Division 6, Section 2-804, I respectfully request that you:

1. Declare this situation an "urgency", as defined by the Code.
2. Authorize the Public Works Department to proceed with direct procurement of the required services and replacement components without developing plans, specifications, or conducting a formal bid process.
3. Approve an expenditure not to exceed $25,000, with immediate contracting authority to be exercised with the selected repair vendor General Pump, based on availability and technical capability.

This action is consistent with the City Manager's authority as Purchasing Agent under SFMC Section 2-773, and will be reported to City Council as required for purchases exceeding $25,000.

Docusign Envelope ID: 668A135C-8F3F-4BBB-9C7D-226FA6DB5B5D

WENDELL JOHNSON, PUBLIC WORKS DIRECTOR

Request for Urgent Repair of Well 2A Pump

NEXT STEPS

Upon your approval, Public Works will initiate urgent repairs to restore operational service at the earliest possible date. A summary of expenditures, scope of work, and vendor selection process will be documented and submitted to the Council in accordance with the urgency provisions of the SFMC.

Please let me know if you require additional information prior to issuing the authorization.

Approved:

By: DocuSigned by: Nick Kimball 1041FC9C27CF439... Dated: 06/11/2025 | 9:05 PM EDT

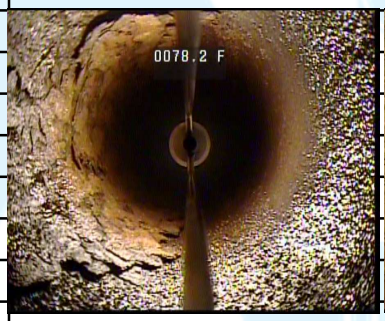
Nick Kimball, City Manager

ATTACHMENT "D"

ADVANCED DOWNHOLE
ADVANCEDDOWNHOLE@GMAIL.COM
11434 DEERFIELD DR
YUCAIPA, CA 92399
(909)809-9815.

COMPANY NAME:	General Pump Company, Inc.	DATE:	6/5/2025
WELL INSPECTED:	Well 2A	RUN NO:	One
FIELD NAME:	Sylmar	JOB TICKET:	25605
STATE:	California	TOTAL DEPTH:	488.8 ft.
		WATER LEVEL:	103.7 ft.
		OIL ON WATER:	None AMT: 0%
WELL ADDRESS:	14060 Sayre St.	OPERATOR:	C.Nelson
GPS LOCATION:	N34o18'17"	GUIDE SET:	10.00 in
	W188o26'24"	CHRIS NELSON @	(909) 809-9815

DEPTH	OBSERVATIONS	PERFORATION	FROM SURVEY
0.0 ft.	Start survey at top of casing.	Louvers	112.1 ft. to 488.8 ft.
78.2ft	Heavy spalling.		
103.7ft	SWL; water clear, visibility good.		
112.1ft	Top of louvers; hard scale build-up.		
150.1ft	Louvers appear plugged.		
200.0ft	Material on lips of louvers.		
250.0ft	Nodules.		
300.0ft	Hard scaling on louvers.	CASING SIZE	FROM SURVEY
350.0ft	Louvers appear to have small opening.	14.00 in	0.0 ft. to 488.8 ft.
400.0ft	Louvers appear plugged.		
488.8ft	Fill; sounding lines. End survey.		



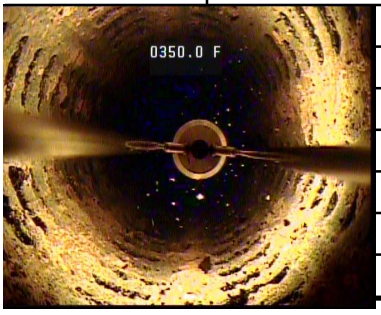






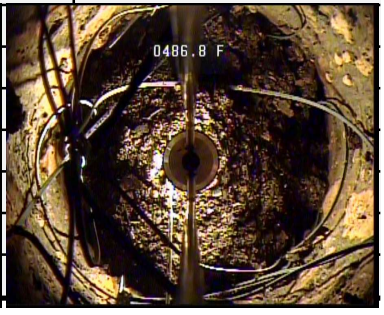










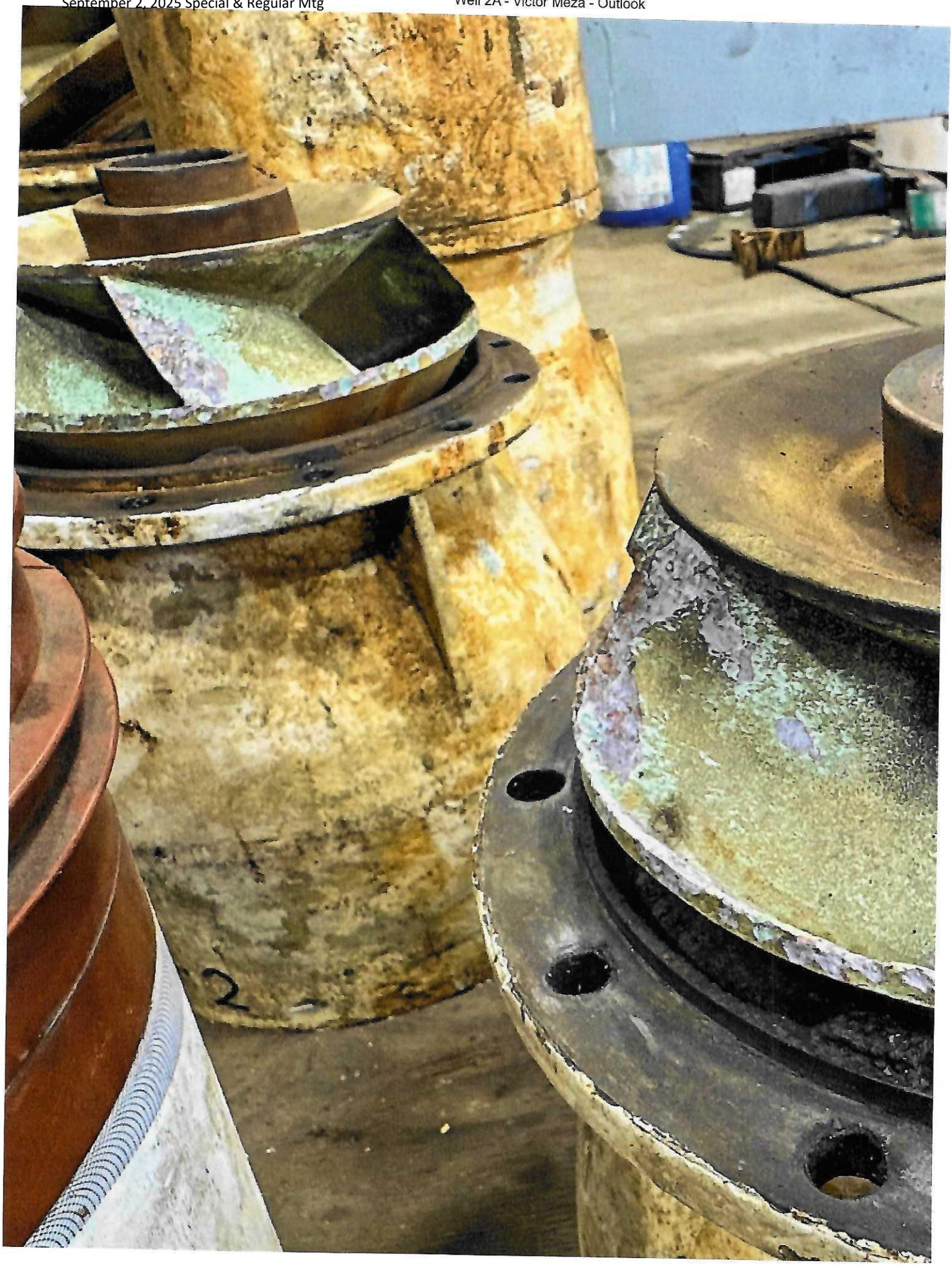


ATTACHMENT "E"






#8183
San Fernando Well


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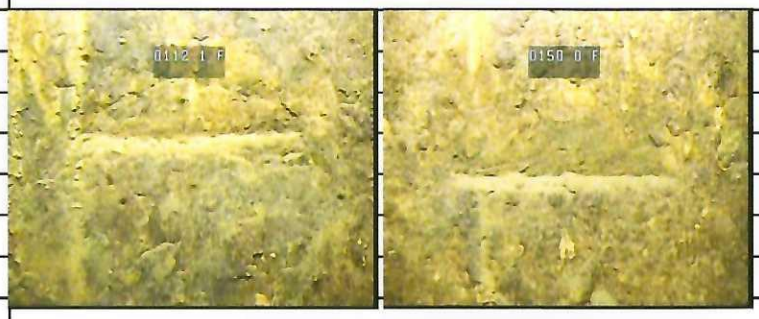


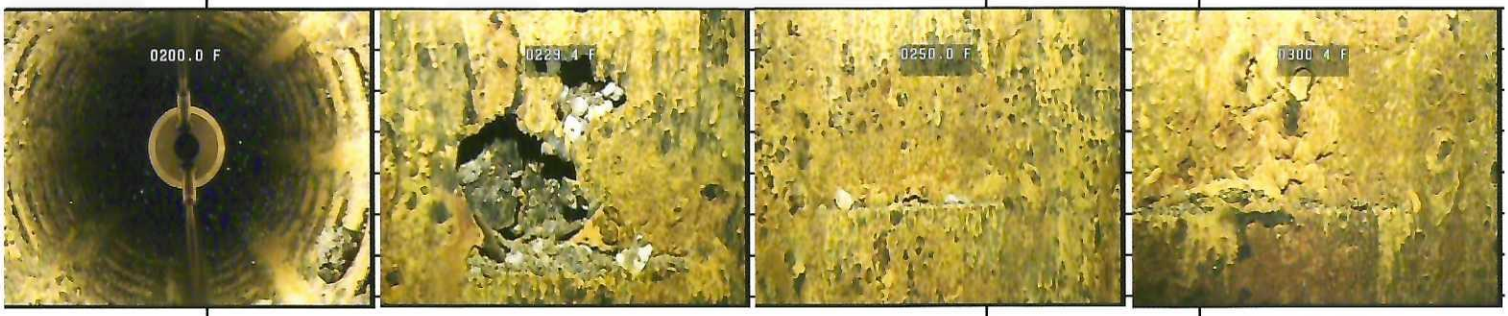
ATTACHMENT "F"

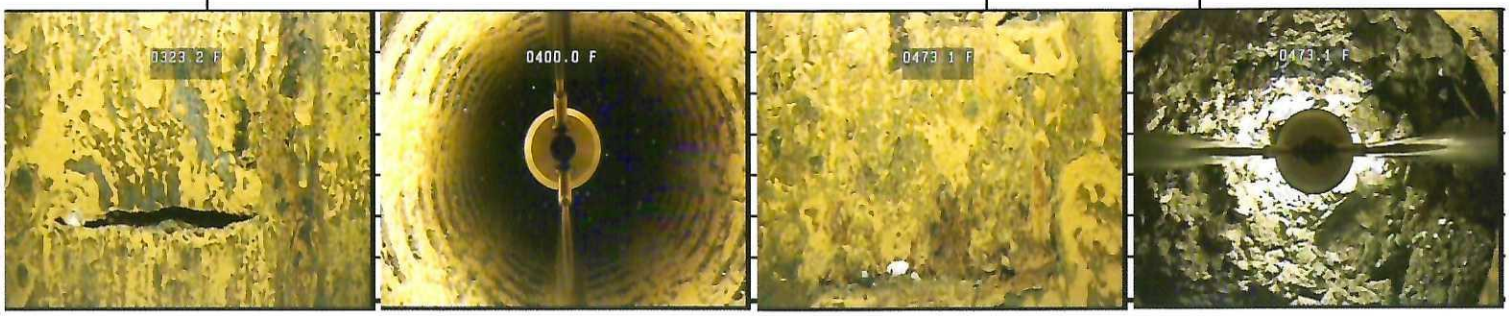
ADVANCED DOWNHOLE
ADVANCEDDOWNHOLE@GMAIL.COM
11434 DEERFIELD DR
YUCAIPA, CA 92399
(909)809-9815.

COMPANY NAME:	General Pump Company, Inc.	DATE:	8/4/2025
WELL INSPECTED:	Well 2A	RUN NO:	Two
FIELD NAME:	Sylmar	JOB TICKET:	25804
STATE:	California	TOTAL DEPTH:	474.1 ft.
		WATER LEVEL:	105.0 ft.
		OIL ON WATER:	None AMT: 0%
WELL ADDRESS:	14060 Sayre St.	OPERATOR:	C.Nelson
GPS LOCATION:	N34o18'17"	GUIDE SET:	10.00 in
	W188o26'24"	CHRIS NELSON @	(909) 809-9815

DEPTH	OBSERVATIONS	PERFORATION	FROM SURVEY
0.0 ft.	Start survey at top of casing.		
105.0ft	SWL; water clear, visibility good.	Louvers	112.1 ft. to 474.1 ft.
112.1ft	Top of louvers; Material on lips appear open.		
150.0ft	Louvers appear fairly open.		
200.0ft	Louvers appear open with down view.		
229.4ft	Hole in casing.		
250.0ft	Louvers appear open with gravel visible.		
300.4ft	Louvers appear open.	CASING SIZE	FROM SURVEY
323.2ft	Louver is starting to get enlarged.	14.00 in	0.0 ft. to 474.1 ft.
400.0ft	Louvers appear fairly open.		
474.1ft	Fill; hard material. End survey.		







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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Julia Fritz, City Clerk

Date: September 2, 2025

Subject: Discussion and Consideration on Whether Resolutions Be Incorporated Into the Existing City Recognition Request Process and Details on Potential Design Options for Certificates

RECOMMENDATION:

It is recommended that the City Council provide directions on the following:

a. Whether to update the City's Recognition Request Policy and Procedure (Attachment "A") to include Resolutions as an additional form of recognition; and

b. Whether to explore design upgrade options for proclamations and certificates, including cost considerations.

BACKGROUND:

1. On July 3, 1995, the City Council adopted the City Council Procedural Manual ("Manual").

2. Throughout the years, in 1998, 2000, 2003, 2009, 2010, 2011, 2015, 2018, and 2019, various procedures were amended to the City Council Procedural Manual (Attachment "B") to reflect City Council direction, such as adding policies related to the "Use of City Letterhead" and establishing a procedure for "Filling Councilmember Vacancies," among others.

3. On May 5, 2025, the City Council adopted updates to the City Recognition Request Policy and Procedure ("Recognition Request") (Attachment "A") (formerly, City Awards Policy).

4. On August 4, 2025, the City Council directed staff to return with the following: (1) results received from other cities on the use of a Resolution honoring individuals for their contribution to the community, (2) update the City Council Procedure Manual as applicable, to include the final process for Recognition Request; and (3) information regarding potential design formats for printed certificates.

ANALYSIS:

The City's Recognition Request Policy and Procedure ("Recognition Request Policy"), included as Attachment "A", establishes the process for issuing official recognitions through Certificates of Recognition or Proclamations. On May 5, 2025, the Recognition Request Policy was updated to clarify processes and procedures, including the purpose and scope of recognitions, guidelines, request submission requirements, and types of recognitions. The update also introduced a new City Recognition Request Form (Exhibit "A" of Attachment "A").

The City Council Procedure Manual ("Procedure Manual"), included as Attachment "B", serves as a guide outlining the rules, policies, and practices for how the City Council conducts its business. It covers meeting procedures, the roles and responsibilities of Councilmembers and staff, decision-making processes, and administrative policies designed to ensure consistency, transparency, and efficiency in city governance. The Procedure Manual does not include the current Recognition Request Policy, and therefore, the Procedure Manual will be updated to include the current Recognition Request Policy at a later date.

At the August 4, 2025, City Council meeting, the City Council discussed the potential use of adopting resolutions as a form of recognition honoring individuals who have made significant contributions to the community. By consensus of the City Council, staff was directed to survey surrounding cities asking the following question: *"Does your city have a Community Recognition Policy that includes adopting resolutions honoring an individual for their contributions to the community"*.

The responses indicated that City Council resolutions are typically formal instruments used to express the council's position, establish policies, or address specific issues within the city. While resolutions can occasionally be used for ceremonial recognitions, such as honoring community groups or individuals, their primary function is to conduct official city business. This includes actions like approving contracts, adopting budgets, and setting administrative policies.

For ceremonial recognitions, many cities utilize other forms, such as proclamations or certificates of recognition, which are more appropriate for acknowledging individuals or organizations without the formal implications of a resolution.

In summary, while City Council resolutions can be used for recognition, they are primarily intended for official city business and policy-making activities.

Below is a list of cities that responded to the survey, along with the types of Certificates of Recognition used in their respective jurisdictions compared to San Fernando:

Municipality	**Method Used for Certificates of Recognition**
City of Agoura	Proclamation/Commendation/Appreciation
City of Burbank	Proclamation/Appreciation
City of Clovis	Proclamation/Appreciation

City of El Monte	Proclamation/Commendation
City of Fontana	Proclamation/Appreciation
City of Fullerton	Proclamation/Commendation/Appreciation
City of Lemon Grove	Proclamation/Appreciation
City of Los Angeles	Commendatory Resolution
City of Malibu	Proclamation/Commendation/Appreciation
City of Monterey Park	Proclamation/Appreciation
City of Moorpark	Proclamation/Appreciation
City of San Gabriel	Proclamation/Commendation/Appreciation
City of Westlake Village	Proclamation/Appreciation
City of San Fernando	**Proclamation/Recognition/Appreciation**

The hierarchy of recognition is generally based on the level of formality and the significance of the contribution being recognized. Below are the general descriptions of recognitions in order of importance:

- **Proclamation** – The most formal type of recognition, typically issued by the Mayor or City Council to honor significant contributions, achievements, or causes of citywide importance (e.g., declaring a commemorative day or recognizing a community leader).
- **Commendation** – A high level of recognition generally used to acknowledge notable individual or group achievements, service, or milestones, though less formal than a proclamation.
- **Recognition** – A broader acknowledgment used to highlight contributions or participation across a wide range of community efforts.
- **Appreciation** – The least formal type of recognition, generally used to express gratitude for specific assistance, support, or service provided to the City.

Based on the City's current Recognition Request Policy, the City awards Proclamations, Recognitions, Appreciation and other forms of written recognition. In the past, the City has awarded an instance of a Certificate of Commendation to an individual in appreciation for their outstanding dedication and volunteer service towards the senior programs and the community. The Certificate of Commendation is not in the Recognition Request Policy. The Council may wish to include Certificate of Commendation into the Recognition Request Policy.

<u>Considerations for Upgrading Design.</u>
Distinguishing proclamations from certificates with enhanced design graphics could improve their appearance and long-term presentation value, particularly if framed or kept as permanent mementos.

However, such enhancements would also increase costs for materials (paper, ink, gold City seal stickers, folders, and, in some cases, frames) and may require additional staff time for formatting and assembly, potentially exceeding the current 30–60 minutes per certificate. These factors should be weighed against the number of certificates issued annually, budget limitations, printer compatibility, and overall efficiency.

Survey results received by other cities confirm that their jurisdiction primary use resolutions for official City business, while proclamations, commendations, recognitions, and appreciations are used as forms of community recognition.

BUDGET IMPACT:

The proposed updates have no direct budget impact and is included in the City Clerk's Department work plan for the Fiscal Year 2025-2026 Adopted Budget. Future costs, if any would be determined based on City Council direction.

CONCLUSION:

Staff is requesting that the City Council provide directions on the following:

a. Whether to update the City's Recognition Request Policy to include Resolutions as an additional form of recognition; and

b. Whether to explore design upgrade options for proclamations and certificates, including cost considerations.

Alternative direction may also be provided for staff to bring back to a future City Council meeting for consideration.

ATTACHMENT:

A. City Recognition Requests Policy and Procedure (including City Recognition Request Form Exhibit "A" of Attachment)
B. City Council Procedure Manual

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
CITY RECOGNITION REQUESTS (FORMERLY CITY COUNCIL AWARDS PROGRAM)	ORIGINAL DATE SEPTEMBER 7, 1993	EFFECTIVE FEBRUARY 20, 1996
	CURRENT DATE MAY 5, 2025	EFFECTIVE May 5, 2025
CATEGORY	**POLICY NO.**	**SUPERSEDES**
CITY COUNCIL/CITY MANAGER'S OFFICE	CMO2025-001	N/A

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

The purpose of this policy is to establish clear guidelines for the awarding of Certificates of Recognition, Proclamations, or other forms of official written recognition by the City Council to individuals, groups, or organizations for their significant contributions to the community, achievements, or service.

SECTION II. SCOPE

This policy applies to all Certificates of Recognition, Proclamations, or other forms of official written recognition that are issued by the City Council for ceremonial or recognition purposes. It is intended to ensure consistency, fairness, and transparency in the recognition process, as well as establish administrative deadlines and procedures.

SECTION III. BACKGROUND

The City developed a "City Council Awards Program" in 1993 (revised most recently in 1996) that outlined various levels of achievement that dignitaries, civic leaders, citizens, and staff could be recognized for. The initial policy also provided descriptions for types of awards that would be suitable for each level of civic achievement.

The existing policy is no longer up to date with current City practices and therefore will be updated to recategorize award types and the administrative process necessary to provide requested awards in a timely manner. This amended policy supersedes the City Council Awards Program Policy.

SECTION IV. POLICY GUIDELINES

Eligibility:
Certificates may be awarded to:

- Residents, businesses, organizations, or groups within the City of San Fernando.
- Individuals or entities whose actions or achievements have positively impacted the San Fernando community.
- Volunteers, employees, or members of the San Fernando community whose contributions merit special recognition.
- Certificates should only be awarded for outstanding achievement that merits a unique recognition. Overuse of city recognition could lead to a diminished value of the award.

Certificates may be awarded for:

- Outstanding volunteer service.
- Exceptional contributions to community welfare, public safety, or cultural enrichment.
- Milestone achievements, such as anniversaries or retirements.
- Significant accomplishments, such as awards, championships, or recognitions.
- Any other action or contribution deemed appropriate by the City Council.

Process for Submitting a Request:
Requests for an award may be submitted by a City Councilmember, City staff, organizations and businesses located in the City of San Fernando, or San Fernando residents. Nominations must be submitted by filling out the "City Recognition Request Form (Attachment "A")" to the City Manager's Office (through the Executive Assistant to the City Manager) at least two (2) weeks in advance of the intended reception date. The completed form must include the following information:

- Name and contact information of the nominee(s).
- The type of award that is being requested (e.g., Certificate of Recognition, Proclamation, etc.).
- A brief description of the contributions or achievements being recognized and their connection to the City of San Fernando (i.e., resident, business or service delivered in the City, etc.).
- The language to be used on the certificate (two to three sentences maximum).

The City Recognition Request Form may be revised by the City Manager to make adjustments to the information above, as needed.

Approval Process:
Nominations will be reviewed by the City Manager's Office to ensure alignment with the policy. The final decision to issue the award rests with the City Council.

SECTION V. TYPES OF RECOGNITION

The following award types will be made available through the program:

- Certificate of Recognition.
- Proclamation.
- Other forms of written recognition.

SECTION VI. ADMINISTRATIVE PROCEDURES

To provide staff with adequate time to prepare award materials, all requests must be submitted two weeks in advance of the intended reception date.

Once City Manager's Office staff have received the nomination materials, they will process the award type and provide an official document to the City Clerk or Councilmember directly. Recognition materials may be presented on City letterhead or on special certificate print.

The design of the award shall include the following:

- The City's logo or seal;
- The name of the recipient(s);
- A brief description of the reason for the recognition;
- The date of the award; and
- Signatures of the Mayor and/or members of the City Council.

SECTION VII. LOCATION FOR PRESENTATION OF CERTIFICATES AND AWARDS

Certificates of Recognition, Proclamations, or other forms of official written recognition may be presented at any of the following locations:

1. At a community event, gathering, or celebration.
2. At a location associated with the recognition being awarded (i.e., at a local business, community center, historical/cultural monument).
3. At a City Commission related to the type of recognition.
4. At a Special Meeting of City Council dedicated to community recognition.
5. At a Regular City Council Meeting (**note – this should only be performed when all other options are unavailable**).

SECTION VIII. SIGNATURES

Approved recognition requests will include electronic signatures from all City Councilmembers, unless one of the following scenarios applies:

- The request is for an event where only one Councilmember is attending. In this instance, only the attending Councilmember's signature will be included.
- A Councilmember requests to have their signature excluded from a particular form.
- A Councilmember requests that the recognition document only include their signature when they submit their City Recognition Request Form to the City Manager's Office.

SECTION IX. AUTHORITY

By order of City Council Motion (Resolution No. 8378), Policy adopted by the City Council on May 5, 2025.

ATTACHMENT:

A – City Recognition Request Form

THE CITY OF SAN FERNANDO

EXHIBIT "A"

CITY RECOGNITION REQUEST FORM

Please submit completed request form a minimum of two weeks in advance of intended presentation date

REQUESTOR INFORMATION

NAME	ORGANIZATION NAME *If applicable*

ADDRESS

PHONE NO.	EMAIL ADDRESS

NOMINEE INFORMATION *To be included in certificate*

NAME

☐ See attached list *Please provide in electronic format (email, Word, Excel, etc.)*

TITLE

BUSINESS/ORGANIZATION/GROUP NAME

ELIGIBILITY CRITERIA *Check only one*

- ☐ Resident
- ☐ Volunteer
- ☐ Employee
- ☐ Business
- ☐ Organization/Group
- ☐ Government Agency
- ☐ City of San Fernando Department

AWARD AND PRESENTATION INFORMATION

TYPE OF AWARD BEING REQUESTED *Check only one*

☐ Certificate of Recognition ☐ Proclamation ☐ Other: _____

JUSTIFICATION FOR REQUEST *Check only one*

- ☐ Exceptional Contribution(s) to Community Welfare, Public Safety, or Cultural Enrichment.
- ☐ Outstanding Volunteer Services.
- ☐ Milestone Achievement, such as Anniversary or Retirement
- ☐ Significant Accomplishment, such as Award, Championship, or Recognition
- ☐ Other: _____

BRIEF DESCRIPTION OF CONTRIBUTIONS OR ACHIEVEMENTS BEING RECOGNIZED

SUGGESTED LANGUAGE TO BE USED IN CERTIFICATE

DATE TO BE PRESENTED	EVENT TITLE

ARE YOU REQUESTING A CITY COUNCILMEMBER TO PRESENT THE CERTIFICATE(S) AT YOUR EVENT?

☐ Yes ☐ No *If yes, please indicate which Councilmember:* _____

ADDITIONAL INFORMATION

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

DATE RECEIVED	COMMENTS

THE CITY OF SAN FERNANDO

PROCEDURAL MANUAL

CITY COUNCIL

OF THE

CITY OF SAN FERNANDO

Adopted:	July 3, 1995	Resolution No. 6434
Amended:	March 16, 1998	Resolution No. 6604
	August 7, 2000	Resolution No. 6743
	July 21, 2003	Ordinance No. 1543
	July 20, 2009	Resolution No. 7328
	December 7, 2009	Resolution No. 7346
	May 3, 2010	Resolution No. 7376
	September 19, 2011	Resolution No. 7454
	May 4, 2015	Resolution No. 7664
	October 19, 2015	Resolution No. 7704
	May 7, 2018	Resolution No. 7850
	August 20, 2018	Resolution No. 7883
	March 18, 2019	Resolution No. 7907
	August 19, 2019	Resolution No. 7916

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PREAMBLE

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

1. MEETINGS

1.1 REGULAR MEETINGS

Consistent with Section 2-61 (regular meetings) of the San Fernando Municipal Code, regular meetings of the City Council of the City of San Fernando are held in the Council Chambers of the City Hall, 117 Macneil Street, San Fernando, California, on the first and third Mondays of each month at 6:00 p.m. When the day of the regular Council meeting falls on a legal holiday, the meeting will be held at the same hour on the next succeeding day that is not a holiday. The foregoing notwithstanding, the City Council will not convene for regular City Council meetings that would otherwise occur on the third Monday in December, unless the City Council, by majority vote of the body, determines in any given year that such meeting should be held. Nothing in this section shall prevent the City Council from calling any special meeting, adjourned special meeting, adjourned regular meeting or emergency meeting in the month of December that may be deemed necessary for the conduct of City business.

1.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

1.3 SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

1.4 MEETING NOTICES (REGULAR, SPECIAL AND ADJOURNED)

Notices for regular meetings are to be posted with the regular meeting in the manner prescribed under Section 2.3 and in accordance with State law. As prescribed by Government Code Sections 54955 and 54956, notices for special meeting or meetings that have been adjourned by the City Clerk shall be delivered to each member of the City Council and to each local newspaper of general circulation and radio or television station requesting such notice in writing. The notice shall be delivered personally via electronic delivery and shall be received at least 24 hours before the time of the meeting as specified in the notice. The City Clerk shall also comply with all other noticing and posting requirements set forth under Government Code Sections 54955 and 54956 as applicable.

1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)

b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)

c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)

d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)

e. LIABILITY CLAIMS (Government Code Section 54956.95)

f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)

g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)

   i. PUBLIC EMPLOYMENT

   ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

   iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

   iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

h. CASE REVIEW/PLANNING (Government Code Section 54957.8)

i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)

j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

1.7 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

1.8 QUORUM; VOTE REQUIREMENTS

a. Three of the City Council's five total members shall constitute a quorum. A quorum of the City Council shall be required for the City Council to conduct a City Council meeting and transact official business.

b. Except as otherwise provided by applicable State or federal law, if a quorum or more of the City Council's total membership is present for a vote on an item of business, motions on such items may be approved by a simple majority of the members present and participating in the vote, excluding those members who have recused themselves from a vote. Member who abstain on a motion but who do not recuse themselves shall be counted toward the quorum.

c. Paragraph (b) of this Section notwithstanding, as required by Government Code Section 36936, resolutions, orders for the payment of money and ordinances shall require no less than three (3) affirmative votes of the total membership of the City Council in order to be approved.

d. Paragraphs (b) and (c) of this Section notwithstanding, as required by State law, urgency ordinances and urgency interim zoning ordinances within the meaning of Government Code Sections 36937 and 65858, respectively shall require a minimum of (4) affirmative votes of the City Council's total membership to be approved. The City Council shall comply with all other applicable supermajority approval requirements prescribed by State or federal law for certain ordinances, resolutions or motions.

1.9 UNEXCUSED ABSENCES

a. If a Councilmember, without the prior permission of the City Council, is absent from all regular meetings of the City Council for 60 days consecutively from the last regular meeting he/she attended, his/her office becomes vacant and shall be filled as any other vacancy, as provided by Government Code Section 36513.

b. If a Councilmember is absent without permission for two (2) consecutive regular meetings, the City Clerk shall use his or her best efforts to send a courtesy e-mail and regular mail notice to the absent Councilmember within fourteen (14) business days of the second missed regular meeting, notifying him or her of the provisions of this policy and Government Code Section 36513. The delivery of such notice is purely a courtesy extended to members of the City Council and failure of the City Clerk to deliver or timely deliver such notice shall not operate to prevent the seat of a Councilmember who has been absent without permission from all regular meetings of the City Council for 60 or more consecutive days from being declared vacant. It is the personal responsibility of each Councilmember to keep track of his or her attendances of all meetings of the City Council so to avoid vacating his or her City Council seat.

c. If a regular meeting of the City Council is cancelled or is otherwise rescheduled for any reason, the 60 consecutive unexcused absence period shall reset for all members of the City Council.

2. AGENDA PROCEDURES AND ORDER OF BUSINESS

2.1 AGENDA

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of

business as outlined in the prepared Agenda. Items may be taken out of order by the Presiding Officer or by majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

2.2 AGENDA DEADLINE

a. A citizen requesting to place an item on a City Council agenda may submit a written request at any time to the City Council (or any Councilmember). The request may also be made during the public comment portion of a City Council meeting.

   Items raised by the public during public comment, may be referred to staff by the City Council for follow up and possible placement on a future agenda for formal action.

   A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Reports."

b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:

   i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

   ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new

information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

a. Location of Posting – Notices and Agendas shall be posted at the following locations:

   i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and

   ii. City's website: www.sfcity.org .

2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading "Administrative Report". If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

2.6 APPROVAL OF CONSENT CALENDAR

Consent Calendar includes agenda items that are non-controversial or routine in nature, or have been previously discussed at length and there is group consensus. These items are grouped together and voted on in one motion. Any Councilmember may request that an item on the Consent Calendar be removed to be discussed and considered separately.

If the Consent Calendar includes second reading and adoption of an Ordinance, the motion to approve the Consent Calendar shall include a statement that the City Council waive full reading and adopt the ordinance by title only, unless full reading was already waived as part of the motion to approve the ordinance for first reading.

2.7 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

2.8 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

a. The Presiding Officer shall introduce the public hearing matter by title and open the public hearing.

b. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations. The City Council may pose questions to City staff.

c. If the public hearing is a quasi judicial proceeding, the applicant or appellant whose matter is before the City Council shall be afforded the opportunity address the City Council on the matter and receive questions from the City Council before proceedings are opened up for public comment.

d. The Presiding Officer shall open the public comment and testimony portion of the public hearing.

e. Councilmember should refrain from interrupting or posing questions to members of the public during their allotted time to speak, however the Presiding Officer may interject if the person speaking becomes disruptive to the proceedings or otherwise fails to comply with meeting decorum rules or if the person speaking is discussing issues unrelated to the business at hand. Councilmembers may also interject with motions to raise points of privilege (e.g., to advise that the Councilmember cannot hear the speaker or that

there is some other condition of the proceedings that is disruptive or distracting).

f. After all members of the public have been given an opportunity to comment on the public hearing matter, the Presiding Officer will announce closing of the public comment portion of the public hearing.

g. If the public hearing is a quasi judicial proceeding, the applicant or appellant whose matter is before the City Council shall be afforded the opportunity to respond to questions posed by members of the public and/or rebut or provide clarification response to comments and other assertions made by members of the public.

h. Councilmembers may the pose additional questions to City staff and/or project applicants or appellants before it begins deliberations on the matter.

i. The City Council shall then deliberate on the matter until such time as the City Council is ready to entertain a motion to close the public hearing and vote on the matter.

j. If the City Council wishes to receive additional information before taking action on the matter, the City Council may move to reopen the public hearing so that the City Council may receive additional information. The City Council may also move to continue the public hearing.

2.9 PUBLIC HEARING ITEMS

The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

a. Abandonment of Streets
(Amendments to Fees and Areas of Benefit)

b. Amendments to the Zoning and Ordinances which are Site Specific

c. Budget Adoption

d. Conditional Use Permit Appeals

e. Franchises, Granting of

f. General Plan Amendments

g. Grant/Fund Applications When Federal/State Regulations so Mandate

h. Housing and Community Development Act Funds

i. Moratorium Extensions

j. Thoroughfare Improvements

k. Underground Utility Districts, Establishment of

l. Vehicle Code Enforcement on Private Streets

m. Zoning Map Changes

n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

2.10 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

A proposal to create an Ad Hoc Committee for a matter or topic not directly related to the City Council's consideration and deliberation of an agendized action item must be agendized at a future meeting date before final action to create the Ad Hoc committee and to appoint its members can be taken.

2.11 ADJOURNMENT

To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and Vice Mayor, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor or until adjournment.

3.2 CALL TO ORDER

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor. In the absence of both the Mayor and the Vice

Mayor, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

3.3 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer.

3.4 QUESTION OR MOTION TO BE STATED

The Presiding Officer may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

3.5 SIGNING OF DOCUMENTS

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor, the temporary Presiding Officer shall sign all such documents.

3.6 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks should be addressed to the Presiding Officer.

3.7 DURATION OF MEETING

If a meeting exceeds four hours, the Presiding Officer may call for a motion to adjourn all remaining items of business to an adjourned meeting, a special meeting or to the next regular meeting. For purposes of this section, the four-hour limit is inclusive of any special meeting, adjourned regular meeting or adjourned special meeting held immediately before or after a regular meeting

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER – COUNCILMEMBER

a. Councilmembers shall accord the utmost courtesy to each other, to City employees, and to the general public appearing before the City Council and shall refrain at all times from derogatory remarks.

b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.

c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.

d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.

e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.

f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Presiding Officer. All

remarks should be addressed to the Presiding Officer and not to any one individual Councilmember or public member.

4.4 DECORUM AND ORDER – PUBLIC

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who may direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

4.7 LIMITATIONS OF DEBATE

No Councilmember should be allowed to speak more than once upon any one subject until every Councilmember choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

5. ADDRESSING THE CITY COUNCIL

5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public comment portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No member of the public shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

Any member of the public desiring to address the City Council shall present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address.

Members of the public that cannot attend the meeting may submit a letter or statement to include in the record, which must be received by the City Clerk's Office no later than 12:00 pm on the day of the meeting to be provided to City Council and made available for public review. The City Clerk will not read written comments and the member of the public must be present to address the City Council. Public comment will not be accepted via telephone or video conference, or other medium of communication.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

The Presiding Officer shall have the discretion but not the obligation to allow members of the public to comment on items appearing on the agenda under Administrative Reports and Consent Calendar sections of the agenda.

5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no member of the public shall address the City Council without securing permission of the Presiding Officer or by a majority vote of the City Council. (Suggested League of California Cities Procedure)

5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

6. MOTIONS

6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion may be withdrawn by the mover without the consent of the Councilmember seconding it.

6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1) (Robert's Rules of Order)

6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

a. Adjourn

b. Fix Hour of Adjournment

c. Table

d. Previous Question

e. Amend

f. Postpone
(Robert's Rules of Order).

6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

a. When repeated without intervening business or discussion,

b. When made as an interruption of a Councilmember while speaking,

c. When the previous question has been ordered, or

d. While a vote is being taken.

A motion to adjourn "to another time" (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next meeting. (Robert's Rules of Order)

6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert's Rules of Order)

6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted first, then the main motion as amended. (Robert's Rules of Order)

6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert's Rules of Order)

6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result. The action thus taken is by general consent of the City Council. (Robert's Rules of Order)

7. VOTING

7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll call vote. The approval of the motion in the minutes shall be reflected as a "no objection" vote or that the motion "carried unanimously". (Robert's Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

Motions requiring a 4/5ths affirmative vote shall be announced by City staff prior to City Council consideration of the motion.

7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert's Rules of Order)

7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert's Rules of Order)

8. RESOLUTIONS

8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: staff/City Council report (if needed), discussion (if needed), motion, second, City Council votes, and results declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney or City Manager to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts, zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

9. ORDINANCES

9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council. The procedure for introduction of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to introduce first reading, second, discussion (if needed), City Council votes, and results declared. (Suggested League of California Cities Procedure)

9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

If the Ordinance was unanimously approved at the time of introduction, adoption (second reading) of the ordinance may be placed on the Consent Calendar with the recommendation that City Council waive full reading of the ordinance and adopt by title only. If it was not unanimously approved at the time of introduction, the ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. Unless approved on the Consent Calendar, the procedure for adoption of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to pass,

second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

a. Urgency Ordinances;

b. Ordinances calling, or otherwise relating to, an election;

c. Ordinances relating to street improvement proceedings;

d. Ordinances relating to taxes for the usual and current expenses of the City; or

e. Ordinances covered by particular provisions of law prescribing the manner of their passage and adoption.

9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

10. MINUTES

10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

11. REORGANIZATION

11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore." The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at the first regular meeting in December. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used:

Election of Mayor:

a. City Clerk opens the nominations for the position of Mayor
b. Nomination(s) is/are made for Mayor, and seconded
c. Hearing no objections, motion to close nominations
d. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)

11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively "Committee"); and (b) make appointments to all committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each Committee is to provide a forum for the thorough vetting of matters within the committee's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

12.3 LIMITATIONS ON AUTHORITY

No committee may approve a contract or expenditure of funds.

No committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

12.4 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

12.5 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

12.6 QUORUM

Only one member of a committee must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person committee is strongly encouraged.

12.7 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing

committee, and that the direction provided by the standing committee is carried out.

12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibly for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

13.1 If a vacancy occurs to any City Council seat, the vacancy may be filled by appointment or by special election in compliance with Government Code Section 36512(b). The filling of vacancies by appointment shall be subject to the restrictions of Government Code section 36512(d)(1) which prohibits the filling of a vacancy by appointment if the appointment would result in a majority of the members serving on the City Council being appointees.

13.2 If the City Council elects to fill a vacancy to a City Council seat by appointment, any appointment shall be made in subject to the following procedures:

a. At a regular or special meeting of the City Council, the City Council shall direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.

b. At a regular or special meeting of the City Council, the City Council will allow all applicants to address the City Council for the purpose of stating their experience and qualifications for being granted the appointment. The City Council shall determine the uniform amount of time candidates will receive to address the City Council.

c. Following the presentations by potential appointees, the City Council will receive comment from interested members of the public.

d. Following public comment, the City Council may commence deliberation on one of the following options:

    i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or

    ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.

e. As provided under Government Code Section 36512, if the City Council does not fill the vacancy by appointment within 60 days from the date of the vacancy or fails to call an election within 60 days from the date of the vacancy, the vacant seat shall automatically be filled by election as provided under Government Code section 36512 and other applicable laws.

14. PRIORITY GOAL SETTING MEETING

14.1 The City Council shall hold a special study session every year during the budget process to set priorities and goals for the subsequent fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.

a. City Council goals articulate city-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Goals tend to remain relatively stable over time.

b. Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within city-wide goals but provide more specific focus for the upcoming fiscal year.

14.2 When setting goals and priorities, City Council shall take into consideration staff resources available to accomplish said goals and priorities. The goals and priorities should be reviewed semi-annually (i.e., twice a year) with the City Manager and updated to reflect goals and priorities that are reasonably

attainable given limited staff resources.

15. OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES

15.1 AUTHORIZED USE OF LETTERHEAD

Official City letterhead or any other official Stationery of the City must be used with care to avoid misunderstandings, including but not limited to, misrepresentations of official City Council-approved policies or actions. When authorized or otherwise directed by a majority of the City Council at a duly noticed meeting of the City Council, official City letterhead and/or other official Stationery may be used by members of the City Council to communicate official City Council-approved action or policy. Without the prior approval of the City Council but subject to the restrictions and requirements of this Section below and Section 15.3, an individual Councilmember may use official City letterhead and/or other official Stationary for the following purposes, provided the Councilmember makes clear in the correspondence that he or she is communicating in his or her individual capacity and not on behalf of the City or the City Council as a body: (i) to acknowledge the receipt of communications submitted to the Councilmember by members of the public; (ii) to offer simple congratulations or appreciation to members of the public for their civic involvement or personal achievements which reflect positively on the San Fernando community; (iii) to offer simple condolences and/or best wishes to members of the public who have endured personal hardship or loss; (iv) to respond to inquires by members of the public seeking publicly available and non-privileged information about City programs or services; or (v) to request information from other public agencies or non-City organizations; or (vi) to express personal support for legislation or other public policies or initiatives, provide it is made clear by the Councilmember that the Councilmember is expressing such support in his or her individual capacity and not on behalf of the City Council as a body.

15.2 UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

In addition to any other prohibition set forth under this Chapter, elsewhere in this Manual, under the San Fernando Municipal Code or State law or Federal law, no member of the City Council communicating with any other person or entity through the medium of official City letterhead or other official Stationery of the City, may represent that he or she is communicating or otherwise acting in a representative capacity for the City Council or the City or communicating a position or opinion in the name of the City Council or the City unless the City Council has been expressly authorized to do so by a majority of the City Council at a duly noticed meeting of the City Council. The City Council reserves the right to request that any communications using City letterhead or other City

Stationery which are issued in the name of the City Council or the City must be reviewed and vetted by the City Council as a body at a duly noticed meeting of the City Council before the communication is disseminated. Under no circumstances may City letterhead or other official Stationary be used in any manner that (i) would constitute a violation of Government Code Section 8314, Government Code Section 82041.5 or any other applicable statute or regulation governing the use of public resources; or (ii) that discloses confidential or privileged information that a Councilmember has acquired in his or her official capacity as a member of the City Council where such disclosure may only be made with the consent of the City Council acting as a body and such consent has not been formally granted by the City Council acting as body.

15.3 PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

It shall be the official policy of the City to have all City Councilmember communications using official City letterhead or other official Stationery prepared by secretarial staff of the City Manager's office, with prior verbal or written notice by the requesting Councilmember to the City Manager. City secretarial staff may not commence the drafting of such communications until the City Manager has confirmed either verbally or in writing that the City Manager has been notified of a Councilmember's request to communicate using official City letterhead or other official Stationery of the City. The City Manager reserves the right to review all such communications before they are disseminated to verify compliance with these policies and the City Manager further reserves the right to seek input and direction from the City Council at a duly noticed meeting of the City Council before authorizing staff to disseminate any such communications. Councilmembers shall not receive personalized official letterhead or Stationery nor shall Councilmembers be entitled to maintain their own stock of letterhead or Stationery or maintain electronic templates of such Stationery. The rights and duties of the City Manager under this Chapter shall be delegated to the person who has been formally designated by the City Manager or a majority of the City Council to act in place of the City Manager during any period time in which the City Manager is on vacation, on extended leave or is otherwise physically unable to discharge his or her duties at the time the request is made.

15.4 COUNTERFEIT LETTERHEAD OR STATIONERY

Except as may otherwise be allowed under City Council Resolution No. 6904 approved May 5, 2003, no member of the City Council may affix the City seal or any other City logo on any personal letterhead, Stationery or any other written document, whether or not such letterhead, Stationery or document is transmitted in paper form or electronically. All such written communications

improperly bearing the City seal or any other City logo shall be deemed unauthorized and counterfeit.

15.5 DEFINITIONS

a. "City seal" shall have the same meaning as set forth under Section 1-13 of the San Fernando Municipal Code as the same may be amended from time to time. The City seal as described under Section 1-13 appears as follows:

b. "City logo(s)" shall mean and include all logos or designs used for purposes of symbolically representing the authority of the City of San Fernando and the capacity of its officers, employees and agents as representatives of the City of San Fernando. City logos include, but are not limited to this image:

16. STATEMENTS OF ECONOMIC INTEREST

16.1 FORM 700 OVERVIEW

One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the PRA). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests (the Form 700). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours. Members of the City Council and the Planning and Preservation Commission shall be mindful of PRA requirements to complete an annual Form 700 and to complete the same upon assuming and departing from public office also as required under the PRA.

16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under State law, annual Form 700's are due by or before April 1st of

each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY

The City Clerk, as the City's filing officer for the submission of Form 700's, shall perform those duties set forth under Government Code Section 81010 and such other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Councilmember or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Kanika Kith, Interim City Manager
By: Julio Salcedo, Director of Recreation & Community Services

Date: September 2, 2025

Subject: Discussion and Consideration Regarding an Update on Exploring Facility Options for Collaboration with the Mexican Consulate to Host "Consulate on Wheels Program" Event

RECOMMENDATION:

It is recommended that the City Council:

a. Receive and discuss an update on collaboration with the Mexican Consulate on providing Consulate on Wheels services in San Fernando; and

b. Provide direction on the selection of a facility to host the Mexican Consulate's "Consulate on Wheels" Services in October 2025, including consideration of the San Fernando Aquatic Center conference room or the San Fernando Recreation Park Multi-Purpose Room.

BACKGROUND:

1. On June 2, 2025, the City Council approved the creation and delivery of a letter to the Mexican Consulate to establish communication and explore opportunities for collaboration.

2. On June 30, 2025, a letter addressed to Consul General Carlos Gonzalez and signed by the City Council was sent via email.

3. On July 25, 2025, staff received a response from the Mexican Consulate informing the City of facility and parking requirements that are essential in order to bring their services into San Fernando.

4. On August 18, 2025, staff presented the City Council a report on the response received from the Mexican Consulate in regards to the Consulate on Wheels Program. Staff was provided direction for next steps.

ANALYSIS:

The Mexican Consulate can serve as a strong partner for the City in delivering services and programs that better serve the City's substantial population of individuals who still hold Mexican citizenship or are descendants of Mexican citizens. Through this partnership, the City can provide targeted support, such as access to legal, health, education, and immigration services through the Consulate. The Consulate also plays a vital role in promoting Mexican culture, language, and heritage, enhancing community pride and inclusion. By working together, both entities can increase community engagement and ensure that services are accessible, relevant, and respectful of the community's needs. Additionally, the Consulate offers valuable programs like mobile consular services, financial literacy workshops, and other outreach initiatives. This collaboration can also help build trust between immigrant communities and local government, fostering a sense of safety and belonging.

In July, the City Council directed staff to explore potential City facilities to host the Mexican Consulate services. While both the Las Palmas Gym and Recreation Park Gym were considered, these facilities are heavily utilized throughout the month for classes, programs, and community events. Due to the consistent programming demand, availability for long-term or uninterrupted use was limited. As a result, staff continued evaluating alternative locations to ensure that the City's regular programming and community services are not disrupted.

On August 18, 2025, the City Council directed staff to:

1. Invite Mexican Consulate representatives to the September 2, 2025, City Council meeting to present and clarify facility requirements.

2. Research the San Fernando Aquatic Center conference room and other community venues (e.g., Masonic Lodge) as potential locations.

3. Explore collaboration with the Asociación de Jalisciences Unidos en Acción (AJUA) to identify feasible facilities and advance service delivery.

The Mexican Consulate schedules its Consulate on Wheels program months in advance. October 2025 is currently available for San Fernando, while the next opening is December 2026.

On September 20, 2025, staff met with AJUA representatives to discuss hosting their services at a City facility. Discussions remain ongoing, as AJUA's services are fee-based and require further consideration. AJUA will submit a list of services they can provide in San Fernando, the fees associated with the services, and confirmation that AJUA is an non-profit organization.

Staff is also coordinating with the Los Angeles County Aquatics Department regarding use of the San Fernando Aquatic Center conference room and has reached out to the Masonic and Odd Fellows Lodges. Both lodges have prior October commitments. The Multi-Purpose Room at San

Fernando Recreation Park remains a viable option, as existing programs could be temporarily relocated within the park to accommodate Consulate on Wheels services.

BUDGET IMPACT:

There is no budget impact incurred by the discussion and consideration of this item.

CONCLUSION:

Staff recommends that the City Council discuss collaboration with the Mexican Consulate on providing Consulate on Wheels services in San Fernando; provide direction on the selection of a facility to host the Mexican Consulate's Consulate on Wheels Services in October 2025, including consideration of the San Fernando Aquatic Center conference room or the San Fernando Recreation Park Multi-Purpose Room; and provide staff direction as appropriate.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Joel Fajardo

Date: September 2, 2025

Subject: Discussion on the City's Efforts to Address Homelessness

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the September 2, 2025, City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Request to Agendize an Item for City Council Discussion/Consideration
B. Photos

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Joel Fajardo	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion of City Efforts to Address Homelessness

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No $

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

City Council will discuss the City's efforts to address homelessness, including the work of the San Fernando Police Department and other departments, as well as cleanup of items and debris left in public areas.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

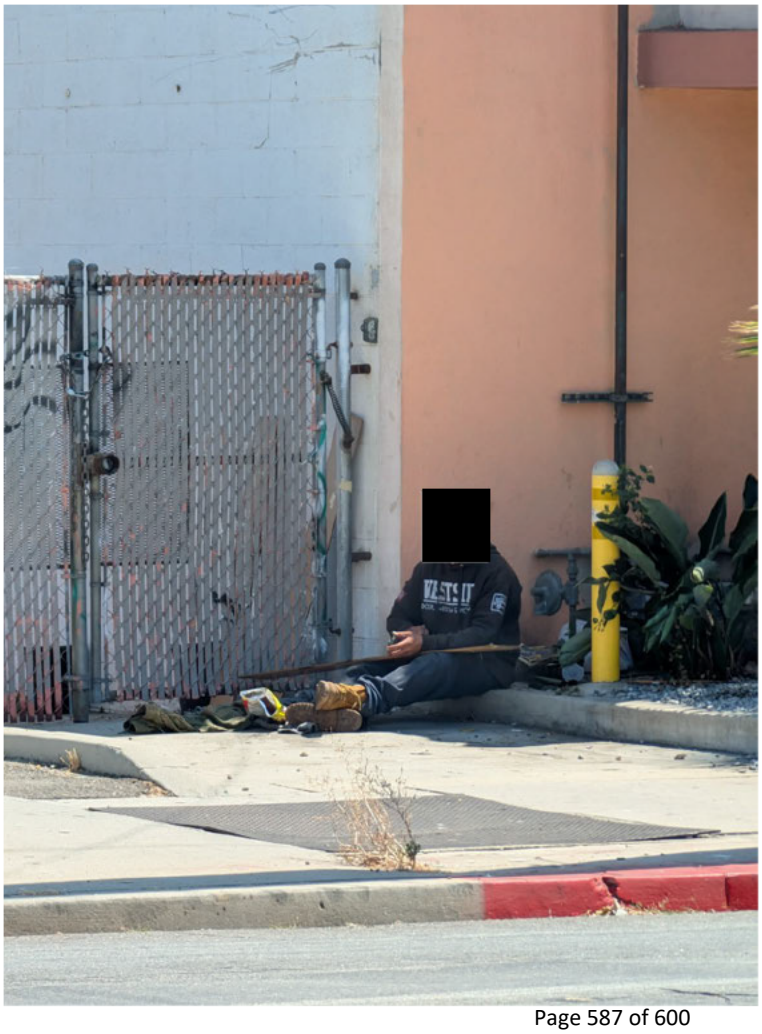
RECOMMENDATION *Indicate the direction you are recommending.*

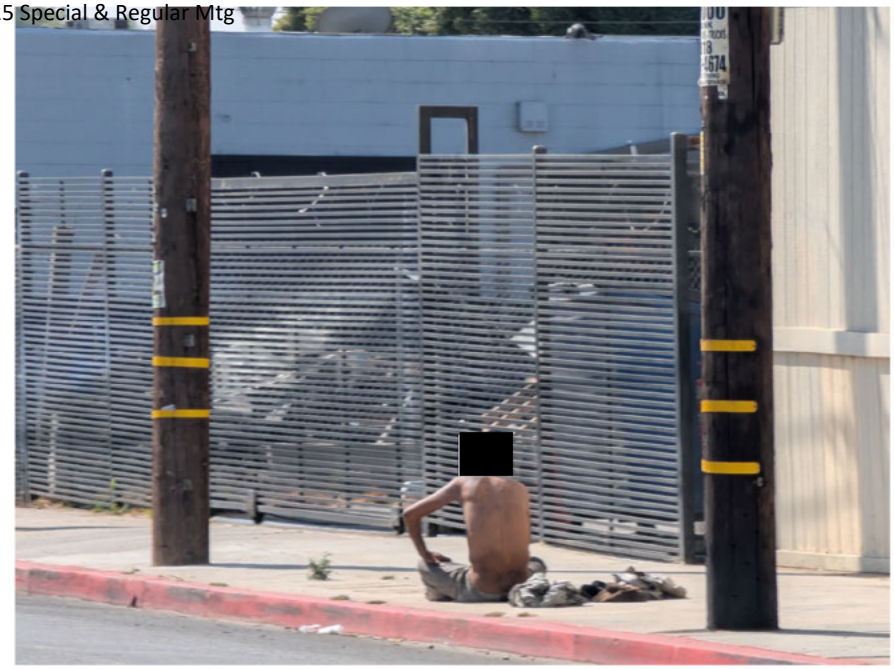
Provide staff with direction regarding homelessness and related cleanup efforts.

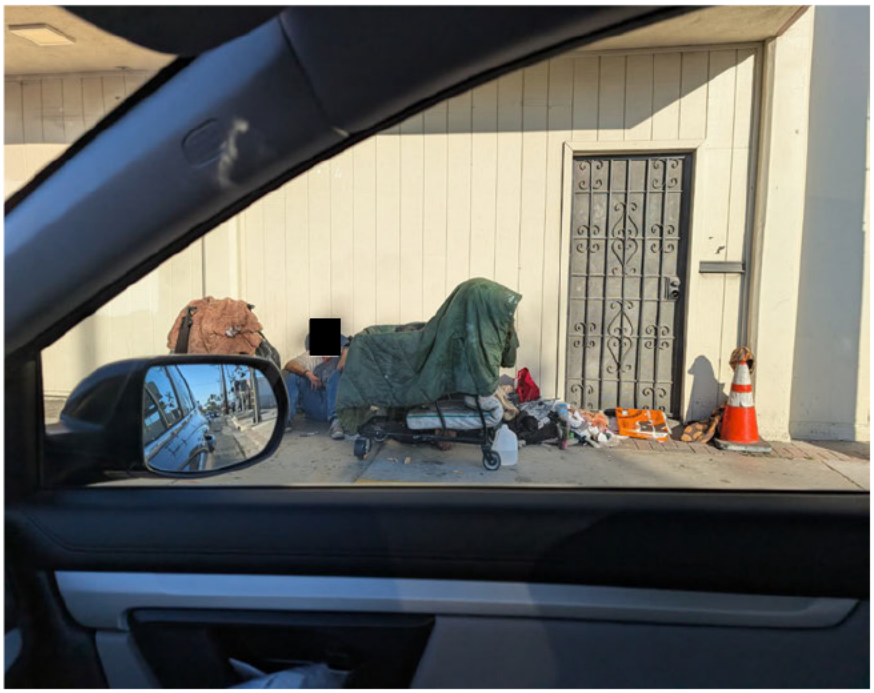














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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Joel Fajardo

Date: September 2, 2025

Subject: Discussion and Consideration to Form Ad Hoc Committees for Contract Management of Street Sweeping and Tree Trimming/Arborist Services

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the September 2, 2025, City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Request to Agendize an Item for City Council Discussion/Consideration

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Joel Fajardo	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion Regarding Creation of Ad Hoc Committees for Contract Management of Street Sweeping and Tree Trimming/Arborist Services

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☐ Yes ☑ No	☐ Yes ☑ No	☐ Yes ☑ No $

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

City Council will discuss the creation of Ad Hoc Committees for contract management of street sweeping and tree trimming/arborist services, or the option to consolidate these responsibilities with the existing Waste Hauler Services Ad Hoc Committee and to amend the name of said ad hoc committee.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Vote to create one or two new Ad Hoc Committees, or consolidate these functions with the Waste Hauler Services Ad Hoc Committee under a new name.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Vice Mayor Mary Solorio and Councilmembers

From: Mayor Mary Mendoza

Date: September 2, 2025

Subject: Discussion and Direction Regarding Consolidating San Fernando City Council Elections with the Statewide Primary Elections

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the September 2, 2025, City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Mendoza	Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion of Consolidating San Fernando City Council Elections with the Statewide Primary Elections

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No $

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

The City Council shall discuss the potential consolidation of San Fernando's municipal elections with the statewide primary elections, and provide staff with direction, as appropriate.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Provide staff with direction.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Patty Lopez

Date: September 2, 2025

Subject: Discussion and Consideration Requesting an Overview and Description on the City Graffiti Program

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion and consideration regarding an overview and description on the City Graffiti Program.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the September 2, 2025, City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Patty Lopez	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Request for Presentation: City Graffiti Program Overview Description:

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No $

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Agenda September 2, 2025

The purpose of this presentation is to understand how the program is currently being implemented, including its objectives, strategies, challenges, and outcomes. This will allow Council Members to review and evaluate the program's effectiveness and explore potential areas for improvement or support.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

We look forward to receiving this update and engaging in a constructive discussion regarding the program's role in maintaining and enhancing public spaces across San Fernando.

Request for Quarterly Reports on Graffiti Program We request quarterly reports on the accomplishments of the Graffiti Program, specifically addressing how resident requests and concerns are being met.