MAYOR VICTORIA GARCIA
VICE MAYOR PATTY LOPEZ
COUNCILMEMBER MARY MENDOZA
COUNCILMEMBER MARY SOLORIO
COUNCILMEMBER SEAN M. RIVAS

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:00 PM
MONDAY, OCTOBER 5, 2026

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

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at: **https://www.youtube.com/c/CityOfSanFernando**

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@sanfernando.gov** at least 2 business days prior to the meeting.

SPECIAL 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@sanfernando.gov** 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 SPECIAL MEETING

Members of the public may call-in at the start of the special meeting. 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: 852 3763 3366
Passcode: 138302

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio disabled. When it is your turn to speak, you will be identified by announcing the last four digits of your telephone number. To unmute press *6 on your phone and begin your comment.

CALL TO ORDER - SPECIAL MEETING **5:00 P.M. (CLOSED SESSION)**

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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 54956.9(D)(1) - EXISTING LITIGATION:

CASE NAME: BRAND ESTATES, LLC V. CITY OF SAN FERNANDO
LACSC CASE NO.: 25STCP02636

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) AND 54956.9(E)(1) - ANTICIPATED LITIGATION:

One (1) matter

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:

Case Name: Richard De La Pena vs. City of San Fernando
Case No.: ADJ16934954

D) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:

Case Name: Elizabeth Padilla vs. City of San Fernando
Case No.: ADJ19057459

E) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:

Case Name: Nichole Hanchett vs. City of San Fernando
Case No.: 23-173040

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**

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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.**

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 2449, Government Code (GC) 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. ANNUAL RECOGNITION
- BREAST CANCER AWARENESS MONTH – OCTOBER 2026
- DOMESTIC VIOLENCE AWARENESS MONTH – OCTOBER 2026
- CODE ENFORCEMENT OFFICER APPRECIATION WEEK – OCTOBER 11 TO OCTOBER 17, 2026
- INDIGENOUS PEOPLES DAY – OCTOBER 12, 2026

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss and address issues confronting the City in an orderly environment. Although GC Section 54954.3(c), prohibits the City Council from prohibiting public criticism of the policies, procedures, programs or services of the City, or of the acts or omissions of the City Council, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to the following: 1) Prevents other members of the public or the City Council from being heard when it is their turn to speak; 2) Prevents members of the audience from hearing or seeing the proceedings; and/or 3) Speaking off topic or speaking beyond the allotted speaking time limit.

Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. 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 will not be allowed and will be considered out of order. Disruptive behavior, as referenced above, shall be subject to the enforcement procedures set forth under Section 4.5 (Enforcement of Decorum) of the San Fernando Procedural Manual. The Chief of Police shall be ex officio sergeant-at-arms for the City Council but may delegate such duties to any one or more sworn police officers of the City as needed. The sergeant-at-arms and those delegated sergeant-at-arms responsibilities shall carry out all orders and instructions given to him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Per GC Section 54957.95, the Presiding Officer may order the sergeant of-arms to remove any person who persists with disruptive behavior as referenced under Section 4.4 (Decorum and Order- Public) of the San Fernando Procedural Manual, following an initial warning and may also order the sergeant-of-arms to immediately remove anyone, without warning, who engages in behavior that constitutes a true threat of force within the meaning of GC Section 54957.95.

PUBLIC STATEMENTS

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Members of the public may submit comments by email to **cityclerk@sanfernando.gov** 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. August 3, 2026 Special and Regular CC Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 26-101 approving the Warrant Register.

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

Recommend that the City Council receive and file the status report for Fiscal Year 2026-2027 City Projects and City Council Priorities, and provide direction, as appropriate.

4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO J&B ELECTRONIC DOORS FOR THE INSTALLATION OF SECURITY GATES AND PERIMETER UPGRADE ENHANCEMENTS AT THE POLICE DEPARTMENT FACILITY

Recommend that the City Council:

a. Award a Professional Services Agreement to J&B Electronic Doors (Contract No. 2588) for installation of security gates and perimeter upgrade enhancements at the Police Department Facility located at 910 First Street; and

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

5) RECEIVE AND FILE STATUS UPDATE ON WELL 2A NITRATE TREATMENT PLANT EXPANSION PROJECT NO. 7630

Recommend that the City Council receive and file the status report for the Well 2A Nitrate Treatment Plant Expansion Project No. 7630.

6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE RECRUITMENT SERVICES FOR THE POLICE CHIEF POSITION

Recommend that the City Council:

a. Approve a Professional Services Agreement with Bob Murray & Associates (Contract No. 2592) for Executive Recruitment Services for the Police Chief Position, in an amount not-to-exceed $30,000; and

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

ADMINISTRATIVE REPORTS

7) RECEIVE AND FILE A QUARTERLY PROGRESS REPORT ON THE SAN FERNANDO POLICE DEPARTMENT'S THREE-YEAR ORGANIZATIONS IMPLEMENTATION ACTION PLAN

Recommend that the City Council receive and file the quarterly progress report on the San Fernando Police Department's three-year organizations Implementation Action Plan.

8) DISCUSSION AND CONSIDERATION ON THE 2027 INDEPENDENCE DAY CELEBRATION

Recommend that the City Council provide direction on whether to host an Independence Day celebration and, if so, the preferred date, budget, location, and event features, with staff returning with a detailed event concept and budget for Council consideration

9) DISCUSSION AND CONSIDERATION REGARDING DESIGN OPTIONS FOR CERTIFICATES OF PROCLAMATIONS

Recommend that the City Council:

a. Select a design for Certificates of Proclamations, including cost considerations;

b. Provide staff direction, as applicable.

10) DISCUSSION AND CONSIDERATION TO DEVELOP A POLICY ESTABLISHING A NON-PAID CITY INTERNSHIP PROGRAM

This item was agendized by Councilmember Sean M. Rivas.

City Council to discuss and provide direction to the Human Resources Department to develop a policy establishing a Non-Paid City Internship Program in partnership with local colleges and universities. Staff shall return to the City Council within 60 days with a proposed policy and recommendations for implementation.

11) DISCUSSION AND CONSIDERATION TO ESTABLISH AN LOS ANGELES UNIFIED SCHOOL DISTRICT EDUCATION COMPACT AND STRONGER TOGETHER AD HOC COMMITTEE

This item was agendized by Councilmember Sean M. Rivas.

City Council to discuss and consider establishing an LAUSD Education Compact & Stronger Together Ad Hoc Committee to strengthen coordination between the City of San Fernando and the Los Angeles Unified School District (LAUSD).

12) DISCUSSION AND CONSIDERATION TO ALLOCATE $2,500 IN AREA B FUNDS FOR THE SHOP SAN FERNANDO PILOT PROJECT

This item was agendized by Councilmember Sean M. Rivas.

City Council to discuss to approve the allocation of $2,500 in Area B funds to support the Shop San Fernando Pilot Project; and direct City staff to coordinate the implementation of the pilot project and related outreach and promotional efforts.

13) DISCUSSION AND CONSIDERATION REGARDING POSSIBLE ACTION TO AUTHORIZE CITY STAFF COORDINATION WITH NARCOTICS ANONYMOUS REGARDING MEETINGS AT RECREATION PARK

This item was agendized by Councilmember Mary Solorio.

City Council to provide direction to staff.

14) DISCUSSION AND REQUEST CITY COUNCIL DIRECTION TO HAVE THE CITY ATTORNEY'S OFFICE (A) PROVIDE BROWN ACT TRAINING TO THE CITY COUNCILMEMBERS, COMMISSIONERS AND CITY STAFF WITH EMPHASIS ON PREVENTING PROHIBITED SERIAL COMMUNICATIONS; AND (B) REVIEW EXISTING CITY COUNCIL POLICIES AND MAKE RECOMMENDATIONS ON AMENDMENTS TO FURTHER GUARD AGAINST PROHIBITED SERIAL MEETINGS

This item was agendized by Councilmember Mary Solorio.

City Council to provide direction to staff.

15) DISCUSSION AND CONSIDERATION REGARDING DOWNTOWN BUSINESS IMPROVEMENT DISTRICT AND COMMUNITY EVENTS

This item was agendized by Councilmember Mary Solorio.

City Council to provide direction to staff.

16) DISCUSSION AND CONSIDERATION REGARDING DEVELOPMENT OF STRATEGIES AND POLICIES FOR SUPPORTING LOCAL BUSINESSES AND IMPROVING THE LOCAL SHOPPING EXPERIENCE

This item was agendized by Councilmember Mary Solorio.

City Council to provide direction to staff.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on October 19, 2026.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing regular meeting 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.sanfernando.gov. 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.sanfernando.gov. 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@sanfernando.gov at least 48 hours prior to the meeting.

Regular Meeting
San Fernando City Council

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PRESENTATIONS - ANNUAL RECOGNITIONS

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Proclamation

Breast Cancer Awareness Month

October 2026

WHEREAS, during National Breast Cancer Awareness Month, we stand with the courageous women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this terrible disease;

WHEREAS, as the second most common cancer affecting women, an estimated one in eight women will develop breast cancer over the course of their lifetime;

WHEREAS, cancer touches so many families across the country – including ours. It is up to all of us to continue fighting for a cure and to ensure that every American has access to the quality care they need;

WHEREAS, early detection is one of the most important strategies for treating breast cancer successfully, and regular screenings are the most reliable way to detect it early;

WHEREAS, this year marks the 36th anniversary of the National Breast and Cervical Cancer Early Detection program which provides free breast and cervical cancer screenings to low-income, uninsured, and underinsured women in every State, as well as many Tribal organizations and Territories; and

WHEREAS, as we observe National Breast Cancer Awareness Month, we are united in our commitment to ending breast cancer and improving the lives of all those affected by this illness. We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress towards cures. This month, we stand in solidarity with breast cancer survivors across the country and reaffirm our commitment to advancing research efforts that deliver hope to patients everywhere.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 2026 AS **BREAST CANCER AWARENESS MONTH** in the City of San Fernando and encourages residents to join in activities that will increase awareness of what can be done to prevent and control breast cancer, and pay tribute to those who have lost their lives to this disease.

Victoria Garcia
VICTORIA GARCIA
MAYOR

PATTY LOPEZ
VICE MAYOR

MARY MENDOZA
COUNCILMEMBER

MARY SOLORIO
COUNCILMEMBER

SEAN M. RIVAS
COUNCILMEMBER

October 5, 2026

THE CITY OF SAN FERNANDO

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Proclamation

Domestic Violence Awareness Month

October 2026

WHEREAS, Domestic Violence affects millions, both woman and men, of every race, religion, culture and status. It's not just punches and black eyes. It's yelling, humiliation, stalking, manipulation, coercion, threats and isolation. It's stealing a paycheck, keeping tabs online, non-stop texting, constant use of the silent treatment, or calling someone stupid and so often they believe it;

WHEREAS, since the Violence Against Woman Act passed in 1994, society has come a long way. This landmark legislation, led by then Senator Joe Biden, combined new provisions that hold offenders accountable and provide programs and services for victims.

WHEREAS, between 1993 and 2010, the overall rate of domestic violence dropped nearly two-thirds and state laws have reformed to address issues such as dating abuse in the workplace, stalking, employment discrimination and more;

WHEREAS, every October, community members rededicate themselves to breaking the cycle. Nearly three out of four Americans personally know someone who is or has been a victim of domestic violence. Now is time to take a stand.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH in the City of San Fernando, and urges all citizens to support survivors and speak out against domestic violence during the month of October and beyond.

Victoria Garcia
VICTORIA GARCIA
MAYOR

PATTY LOPEZ
VICE MAYOR

MARY MENDOZA
COUNCILMEMBER

MARY SOLORIO
COUNCILMEMBER

SEAN M. RIVAS
COUNCILMEMBER

October 5, 2026

THE CITY OF SAN FERNANDO

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Proclamation

Code Enforcement Officer Appreciation Week

October 11 – 17, 2026

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of citizens in communities throughout the state of California through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and

WHEREAS, the role of many code enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code of Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly-qualified and highly-trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities and ensuring safety, and preserving property values through knowledge, training and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly-visible role in the communities they serve and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as a Code Enforcement Officer; and

WHEREAS, the City of San Fernando wants to recognize and honor Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our communities.

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM THE WEEK OF October 11-17, 2026, as Code Enforcement Officer Appreciation Week in the City of San Fernando and call upon its residents to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

Victoria Garcia
Victoria Garcia
Mayor

Patty Lopez
Vice Mayor

Mary Mendoza
Councilmember

Maria Ester Solorio
Mary Solorio
Councilmember

Sean M. Rivas
Councilmember

October 5, 2026

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Proclamation

INDIGENOUS PEOPLES' DAY

October 12, 2026

WHEREAS, the City of San Fernando is committed to protecting and advocating for justice, human rights, and the equal treatment of all people who live and work in the City of San Fernando; and

WHEREAS, the City recognizes that the indigenous peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the dignity and diversity of the cultures, traditions, histories and aspirations of the City's peoples and indigenous ancestry; and

WHEREAS, the City values the contributions made to our City and our society through indigenous peoples' arts, knowledge, technology, science, philosophy, and culture; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 1990 Indigenous Leaders convened the First Continental Conference on 500 Years of Indian Resistance and unanimously passed a resolution to transform Columbus Day into an occasion to strengthen the process of continental unity in a struggle towards liberation, and to reveal a more accurate historical record; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, a regional organization comprised of American Indians/Alaska Natives and tribes in the states of Washington, Idaho, Oregon, Montana, Nevada, Northern California, and Alaska, passed Resolution #11-57 for "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day."

NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL DOES HEREBY PROCLAIM OCTOBER 12, 2026, AS INDIGENOUS PEOPLES' DAY in the City of San Fernando, and calls upon public officials, educators, businesses, communities, volunteers, and all the people of San Fernando, to observe this day to honor and celebrate the thriving cultures and positive values of the Indigenous Peoples of our region.

Victoria Garcia
VICTORIA GARCIA
MAYOR

PATTY LOPEZ
VICE MAYOR

MARY MENDOZA
COUNCILMEMBER

MARY SOLORIO
COUNCILMEMBER

SEAN M. RIVAS
COUNCILMEMBER

October 5, 2026

THE CITY OF SAN FERNANDO

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CITY OF SAN FERNANDO
CITY COUNCIL

MINUTES
SPECIAL MEETING – 5:00 P.M
REGULAR MEETING – 6:00 P.M.
MONDAY, AUGUST 3, 2026

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING **5:00 P.M. (CLOSED SESSION)**

Mayor Victoria Garcia called the Special Meeting to order at 5:00 p.m.

Present:

Council: Mayor Victoria Garcia, Vice Mayor Patty Lopez, and Councilmembers Mary Mendoza, Mary Solorio ,and Sean M. Rivas

Staff: City Manager Kanika Kith and City Attorney Richard Padilla

Absent:

TELECONFERENCING REQUEST None

APPROVAL OF AGENDA

Motion by Vice Mayor Lopez, seconded by Councilmember Mendoza to approve the agenda as presented. The motion carried, unanimously.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:02 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - EXISTING LITIGATION

Case Name: City of San Fernando v. Ortiz Enterprises et al
Case No.: LASC Case No. 26STCV09693

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) – EXISTING LITIGATION

Case Name: Rene Lupercio vs City of San Fernando
Case No.: 2:24-CV-06321-CBM-JPR

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (D)(4) - INITIATION OF LITIGATION

One (1) matter

RECONVENED FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla noted that there was no reportable action as a result of the Closed Session meeting.

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

Mayor Victoria Garcia called the regular meeting to order at 6:02 p.m.

Present: Council: Mayor Victoria Garcia, Vice Mayor Patty Lopez, and Councilmembers Mary Mendoza, Mary Solorio and Sean M. Rivas

Staff: City Manager Kanika Kith, City Attorney Richard Padilla, Acting Police Chief John Perez, Director of Recreation and Community Services Julio Salcedo, Director of Community Development Ron Garcia, Director of Public Works Bonnie Tam, 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 Vice Mayor Lopez, seconded by Councilmember Solorio to approve the agenda, as amended to table Agenda Item No. 10 regarding the Trash Enclosures to a date uncertain. The motion carried, unanimously.

PRESENTATIONS

A) PRESENTATION AND UPDATE FROM METROPOLITAN WATER DISTRICT BOARD CHAIR ADAN ORTEGA

PUBLIC STATEMENTS

Julie Cuellar expressed support on Agenda Item No. 9, thanked acting Police Chief John Perez for his service to San Fernando, and supports Flock safety cameras.

Elisa Avalos spoke in support of Whiteman Airport and asked Council to promote the airport for its programming activities.

Lionel Mares congratulated Councilmember Rivas and spoke in support of Agenda Item No. 17, stated concerns with Item No. 20 and suggested the City Council support open street events.

Roberto Barragon congratulated newly elected Councilmembers and to Mayor Garcia, spoke regarding ICON's relationship with the City and on Whiteman Airport and to suggested that the City wait for any decision of support until the County of Los Angeles completes the study.

Ricardo Benitez expressed his concerns with building society and following rules.

Ethereal Quintero suggested the city end the contract with Flock and spoke about Whiteman Airport.

David Bolog spoke about Agenda Item No. 20 regarding Flock cameras and supports ending the contract.

CONSENT CALENDAR

Councilmember Solorio requested to pull Consent Item No. 4 for discussion.

Mayor Garcia requested to pull Consent Item No. 7 for discussion.

Motion by Councilmember Solorio, seconded by Councilmember Mendoza to approve the Consent Calendar Item Nos. 1, 2, 3, 5, 6 and 8:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   a. July 27, 2026 Special CC Mtg

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

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

5) CONSIDERATION TO APPROVE A GRANT AGREEMENT ACCEPTING CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM FUNDS AND ADOPT A RESOLUTION APPROPRIATING THE GRANT FUNDS

6) CONSIDERATION TO APPROVE RELEASE OF A REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING, ENVIRONMENTAL, ARCHITECTURAL, AND ENGINEERING SERVICES FOR PROPOSED COMMUNITY RESILIENCY CENTERS

8) CONSIDERATION TO ADOPT A RESOLUTION FOR FISCAL YEAR 2026-2027 SALARY PLAN AMENDING THE SALARY RANGE FOR POLICE OFFICER, POLICE CADET, AND POLICE RESERVE OFFICER POSITIONS

The motion carried, unanimously.

Item heard out of order

12) DISCUSSION AND CONSIDERATION TO APPOINT REPRESENTATIVES TO SERVE AS COMMISSIONERS TO THE EDUCATION, PLANNING AND PRESERVATION, AND TRANSPORTATION AND PUBLIC SAFETY COMMISSIONS

Councilmember Sean M. Rivas presented the staff report.

Motion by Councilmember Rivas, seconded by Councilmember Solorio to approve Angel Zobel-Rodriguez be appointed as my representative to the Education Commission. The motion carried, unanimously.

Motion by Councilmember Rivas, seconded by Vice Mayor Lopez to approve Nicole Mohr be appointed as my representative to the Planning and Preservation Commission. The motion carried, by the following vote:

ROLL CALL

AYES:	Rivas, Solorio, Lopez - 3
NAYES:	None
ABSTAIN:	None
ABSENT:	Mendoza, Garcia - 2

Motion by Councilmember Rivas, seconded by Councilmember Solorio to approve Michelle Vergara be appointed as my representative to the Transportation and Public Safety Commission. The motion carried, unanimously.

15) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION RECOGNIZING AUGUST 6 AS “EL DÍA DEL SALVADOREÑO”

Vice Mayor Patty Lopez presented the staff report.

Motion by Vice Mayor Lopez, seconded by Councilmember Rivas to adopt Resolution recognizing August 6 of each year as "El Dia del Salvadoreno" in the City of San Fernando, as amended to replace “celebration” with “recognition” in Section 6. The motion carried, unanimously.

It was noted that the City Council recessed the meeting at 7:15 p.m. and reconvened at 7:26 p.m. with all Councilmembers present.

13) RECEIVE AND FILE A PRESENTATION BY WHITEMAN AIRPORT COALITION

Vice Mayor Patty Lopez presented the staff report. The City Council received and filed the presentation from Vista Aviation Inc. No action was taken.

14) DISCUSSION AND CONSIDERATION REGARDING BROADWAY INTERNATIONAL FILM FESTIVAL 2026 - CITY CO-SPONSORSHIP REQUEST

Vice Mayor Patty Lopez presented the staff report.

Motion by Vice Mayor Lopez, seconded by Councilmember Solorio to approve the event on Saturday, October 9 and 10, 2026, approve the City's co-sponsor of the 2026 Broadway International Film Festival and authorize the use of the City's name and logo as an official co-sponsor, as amended to include donations from Councilmember Solorio, Councilmember Rivas and Vice Mayor Lopez to donate $400 towards the payment of the facility rental fees from their Community Investment Funds totaling $1,200.

<u>Item heard out of order</u>

4) RECEIVE AND FILE COST ANALYSIS AND FUNDING OPTIONS FOR IMPORTING METROPOLITAN WATER DISTRICT WATER

The City Council directed staff to return to a future meeting with the MWD rate per year and what the difference would be for individual homes if we use passthrough rate vs. city water.

7) CONSIDERATION TO APPROVE A FIRST AMENDMENT EXTENDING THE CONTRACT SERVICES AGREEMENT WITH UNIVERSITY OF CALIFORNIA LOS ANGELES HEALTHY EARLY HEAD START PROGRAM TO PROVIDE SUPPORT IN SCHOOL READINESS AND QUALITY SERVICES

Motion by Councilmember Solorio, seconded by Vice Mayor Lopez to approve a first amendment extending the Contract Services Agreement with University of California Los Angeles Health Early Head Start Program (UCLA Head Start) (Contract No. 2408(a)) to August 4, 2029, to provide individualized support in school readiness, health, resources, and quality services for infant, toddlers, pregnant women, and their families, free of costs to San Fernando residents and other participants; and authorize the City Manager to make non-substantive corrections and execute all related documents. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

9) DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTIONS APPROVING CONTRACTS FOR ACTING AND INTERIM POLICE CHIEF APPOINTMENTS; AND APPROVE RELEASE OF A REQUEST FOR PROPOSALS FOR EXECUTIVE RECRUITMENT PROFESSIONAL SERVICES FOR THE POLICE CHIEF POSITION

City Manager Kanika Kith presented the staff report and responded to Councilmember questions.

Motion by Councilmember Solorio, seconded by Councilmember Rivas to adopt Resolution No. 8474 ratifying contract for appointment of John Perez as Acting Police Chief (Contract No. 2556); adopt Resolution No. 8475 approving contract for appointment of Anthony Miranda as Interim Police Chief (Contract No. 2557); approve Release of a Request for Proposals for Executive Recruitment Professional Services for Police Chief Position; and authorize the City Manager, or designee, to make non-substantive changes and execute all related documents. The motion carried, unanimously.

10) DISCUSSION AND CONSIDERATION REGARDING CONCEPT DESIGN OPTIONS FOR THE DOWNTOWN TRASH ENCLOSURES IMPROVEMENT PROJECT

The City Council tabled the item to a date uncertain.

11) DISCUSSION AND CONSIDERATION TO APPROVE COUNCILMEMBER LIAISON AND AD HOC COMMITTEE LISTS, RECEIVE CITY COMMISSION UPDATES AND ADOPT A RESOLUTION APPOINTING THE CITY'S DELEGATE AND ALTERNATE DELEGATE TO THE INDEPENDENT CITIES FINANCE AUTHORITY GOVERNING BOARD

City Clerk Julia Fritz presented the staff report and responded to Councilmember questions.

Motion by Councilmember Rivas, seconded by Vice Mayor Lopez to approve updates to the Councilmember Liaison and Ad Hoc Committee List Assignments and create a new Cesar Chavez Memorial Site Redesign Ad Hoc Committee and appoint Mayor Garcia and Councilmember Rivas to serve on the committee. The motion carried, unanimously.

Motion by Councilmember Mendoza, seconded by Mayor Garcia to adopt Resolution No. 8476 appointing Mayor Garcia as the City's delegate and Vice Mayor Lopez as the alternate delegate to the Independent Cities Finance Authority Governing Board. The motion carried, unanimously.

16) DISCUSSION AND CONSIDERATION REGARDING COORDINATION AND SUPPORT FOR THE INDEPENDENT CITIES ASSOCIATION PRESIDENTIAL INSTALLATION CEREMONY

Councilmember Mary Solorio presented the staff report.

Motion by Councilmember Mendoza, seconded by Vice Mayor Lopez to provide administrative and logistical support, in coordination with the ICA Executive Team, for the planning of the Independent Cities Association Presidential Installation Ceremony to be held at the San Fernando Aquatic Center. The motion carried, unanimously.

17) DISCUSSION AND CONSIDERATION TO REQUEST CITY CO-SPONSORSHIP FOR A BACKPACK GIVEAWAY

Councilmember Sean M. Rivas presented the staff report.

Motion by Councilmember Rivas, seconded by Vice Mayor Lopez to City Council approved moving the date of giveaway event to coincide with City's birthday event, approved co-sponsorship (logo on flyer and promote on city's social media) allowing highlight to be Vice Mayor Lopez and Councilmember Rivas as the backpack giveaway representatives, and authorize staff to allow for co-sponsoring if other Councilmembers wanted to host a giveaway at the City's birthday with like conditions. The motion carried, by the following vote:

ROLL CALL

AYES:	Rivas, Solorio, Lopez, Garcia - 4
NAYES:	None
ABSTAIN:	Mendoza - 1
ABSENT:	None

19) DISCUSSION REGARDING CREATION OF A PATROL SYSTEM TO ADDRESS PUBLIC WORKS AND PUBLIC SAFETY ISSUES IN THE CITY

Mayor Victoria Garcia presented the staff report.

The City Council directed staff to 1) Return with a plan and check how staff is checking on the maintenance issues; 2) Refresh social media on promoting the use of the San Fernando App, with a potential video on how to use the App that will include the Public Works phone line; 3) Request signage at restrooms at parks that alerts the community that the facility is closed or not working; 4) Staff to take proactive approach putting sign up for repairs and when the facility will be reopened; and 5) Return with last 6 months of reports of service and response time to include information submitted through the App, email, telephone calls to include a report on how staff is addressing the issues.

17) DISCUSSION AND CONSIDERATION OF AMENDMENTS TO THE SAN FERNANDO POLICE DEPARTMENT AUTOMATED LICENSE PLATE READER POLICY TO STRENGTHEN DATA PRIVACY PROTECTIONS AND ENSURE COMPLIANCE WITH CALIFORNIA CIVIL CODE

Councilmember Mary Solorio presented the staff report.

Note: This item was combined with discussions on Agenda Item No. 20. See Item No. 20 for action.

20) DISCUSSION REGARDING FLOCK CAMERAS

Mayor Victoria Garcia presented the staff report.

Motion by Councilmember Solorio, seconded by Vice Mayor Lopez to direct staff to return to a future meeting with information on consequences of early termination of the Flock contract, explore potential internal policy amendments to strengthen language forbidding sharing of Flock data out-of-state and with the Federal government, and delineation between mobile and standalone ALPR in the policy, bring back data showing how many cases where Flock was used as an investigative tool, number of vehicles recovered, dollar amount of merchandise recovered, and an audit of sharing information with outside agencies. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Commission updates:

- Planning and Preservation Commission:
  - August 10 meeting cancelled due to lack of scheduled items
- Public Safety and Transportation Commission:
  - At the August 6 meeting, staff will present parking restriction modifications to change 2 hr. parking to 4 hr. parking, on San Fernando Rd., from Kittridge St. to Wolfskill St.
- Parks, Wellness, & Recreation Commission:
  - Next meeting scheduled for August 13, agenda not yet finalized
- Education Commission:
  - At the July 28 meeting, ongoing programs were discussed, including the Annual Principal's Brunch, the Student of the Month award, the Teacher's Highlight, and Education Commission Scholarship funds.

Assistant to the City Manager Pettener provided updated on the following: Walk the Block scheduled for 8/5 cancelled due to extreme heat warning; Summer Concerts – 8/15, from 7-9PM at Pioneer Park; Community Recognition Meeting – 8/24, from 6-8PM at City Hall; City Beautification Updates including pressure washing and maintenance conducted at the Bank of America City-owned Parking Lot and biannual palm tree trimming completed.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rivas thanked colleagues and staff for their work.

Councilmember Solorio thanked Police Chief Perez for all his work and wished him well.

Councilmember Mendoza thanked Police Chief Perez for all his work and wished him well.

Vice Mayor Lopez thanked Police Chief Perez for all his work and wished him well and welcomed Interim Police Chief Anthony Miranda.

Mayor Garcia noted she attended the WSS shoe grand opening, movies at the park, participated in the Coffee with the Mayor event, thanked Policy Chief Perez and staff for their work and spoke briefly regarding meeting logistics.

ADJOURNMENT 10:32 pm

The meeting adjourned to the regular meeting of August 17, 2026.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the August 3, 2026, 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 Victoria Garcia and Councilmembers

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

Date: October 5, 2026

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 26-101 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Division prepares a Warrant Register for City Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the City 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 City 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. 26-101, including:
Exhibit A: Payment Demands/Voucher List

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 26-101

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. 26-101

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 5th day of October, 2026.

Victoria Garcia, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

RES. NO. 26-101

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. 26-091, 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 5th day of October, 2026, 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 October, 2026.

Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246452	10/5/2026	894315 AG LAWNMOWER SHOP	1005		SMALL POWER EQUIPMENT & HAND T	
				13717	070-383-0000-4310	43.89
			1006		SMALL POWER EQUIPMENT & HAND T	
				13717	043-390-0000-4300	141.81
					Total :	**185.70**
246453	10/5/2026	894975 ALL STAR ELITE SPORTS	6231		UNIFORMS FOR RCS SPORTS PROGR	
				13736	001-423-0000-4300	822.68
			6262		UNIFORMS FOR RCS SPORTS PROGR	
				13736	001-423-0000-4300	1,836.65
			6289		UNIFORMS FOR RCS SPORTS PROGR	
				13736	001-423-0000-4300	129.72
					Total :	**2,789.05**
246454	10/5/2026	100184 ANDERSON TROPHY CO.	731345		TROPHIES FOR RCS SPORTS PROGR/	
				13718	001-423-0000-4300	2,636.39
					Total :	**2,636.39**
246455	10/5/2026	100222 ARROYO BUILDING MATERIALS, INC	323224		SUPPLIES AND U CARTS OF CONCRET	
				13785	070-383-0000-4310	313.53
					Total :	**313.53**
246456	10/5/2026	102530 AT & T	818-270-2203		PD NETWORK LINE-JUNE 2025	
					001-222-0000-4220	245.73
					Total :	**245.73**
246457	10/5/2026	893176 AUTOZONE STORE 5681	5681945368		INSPECTION CAMERA LINE	
					041-320-0000-4320	123.76
			5681945370		VEHICLE MAINT-VEH NO 1988	
					041-320-0225-4400	36.56
					Total :	**160.32**
246458	10/5/2026	893013 AYSON, LEILANI	SEPT 2026		INCLUSIVE ZUMBA INSTRUCTOR	
				13751	001-423-0000-4260	280.00
					Total :	**280.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246459	10/5/2026	892784 BARAJAS, MARIA BERENICE	SEPT 2026		TOTAL BODY CONDITIONING INSTRUC	
				13752	001-423-0000-4260	682.50
					Total :	**682.50**
246460	10/5/2026	892426 BEARCOM	6084047		CITY-WIDE RADIO SYST & WIRELESS E	
				13746	001-222-0000-4320	2,287.54
					Total :	**2,287.54**
246461	10/5/2026	895106 CANON U.S.A., INC.	6016852020		LASERFICHE SUBSCRIPTION-AUG 202	
				13733	001-115-0000-4260	644.60
					Total :	**644.60**
246462	10/5/2026	894600 CARGILL, INCORPORATED	2912825508		NSF CERTIFIED BULK WHITE CRYSTAL	
				13712	070-384-0000-4300	6,356.20
			2912875215		NSF CERTIFIED BULK WHITE CRYSTAL	
				13712	070-384-0000-4300	6,398.95
					Total :	**12,755.15**
246463	10/5/2026	103948 CDW GOVERNMENT, INC.	AK7AC5N		PW WIFI COMPONENT & SOFTWARE P	
				13652	072-360-0000-4290	253.00
				13652	070-381-0000-4290	253.00
				13652	041-320-0000-4320	253.00
			AK7AG8N		WIRELESS ACCESS POINT REPLACEM	
				13685	001-135-0000-4260	1,440.30
			AK7NL5R		WIRELESS ACCESS POINT REPLACEM	
				13685	001-135-0000-4260	11,468.22
			AK7TC2C		PW WIFI COMPONENT & SOFTWARE P	
				13652	072-360-0000-4290	706.36
				13652	070-381-0000-4290	706.36
				13652	041-320-0000-4320	706.36
					Total :	**15,786.60**
246464	10/5/2026	101957 CITY OF LOS ANGELES, FIRE DEPT	SF270000001		FIRE SERVICES-JULY 2026	
					001-500-0000-4260	300,687.08
			SF270000002		FIRE SERVICES-AUG 2026	
					001-500-0000-4260	300,687.08
			SF270000003		FIRE SERVICES-SEPT 2026	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246464	10/5/2026	101957 CITY OF LOS ANGELES, FIRE DEPT	(Continued)			
					001-500-0000-4260	300,687.08
					Total :	**902,061.24**
246465	10/5/2026	103029 CITY OF SAN FERNANDO	9230-9259		REIMB. TO WORKER'S COMP ACCT	
					006-1038	14,062.91
					Total :	**14,062.91**
246466	10/5/2026	892687 CORE & MAIN LP	Z524403		WATER SERVICE & FIRE HYDRANT SU	
				13762	070-383-0000-4310	9,475.46
			z639936		WATER SERVICE & FIRE HYDRANT SU	
				13762	070-385-0700-4600	21,967.10
					Total :	**31,442.56**
246467	10/5/2026	102003 COUNTY OF LOS ANGELES	RE-PW-26090801089		INDUSTRIAL WASTE LAB CHARGES-AU	
					072-360-0000-4450	2,220.40
			RE-PW-26090801109		INDUSTRIAL WASTE CHARGES-AUG 2(	
					072-360-0000-4450	10,135.37
					Total :	**12,355.77**
246468	10/5/2026	895022 CRAFTWATER ENGINEERING INC	24-088-17		CARLISLE STREET GREEN ALLEY PRO	
				13424	010-310-0847-4260	8,420.50
			24-088-18		CARLISLE STREET GREEN ALLEY PRO	
				13424	010-310-0847-4260	5,333.00
					Total :	**13,753.50**
246469	10/5/2026	895387 CRUZ, SILVIA MAYA	860830		FACILITY RENTAL DEP REFUND	
					001-2220	165.00
					Total :	**165.00**
246470	10/5/2026	889794 CUELLAR, JULIE	Sep-26		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
246471	10/5/2026	892888 CWE	F26555		REGIONALPARK INFILTRATION PROJE	
				12523	010-310-0620-4600	1,697.50
					Total :	**1,697.50**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246472	10/5/2026	888951 DOMINGUEZ, WALTER	TRAVEL		LODGING & MILE-AXON TASER INSTRU	
					001-225-0000-4360	343.03
					Total :	**343.03**
246473	10/5/2026	101152 DUARTE, JULIE	REIMB.		CC MEMBERS' PHOTOS & MILEAGE RE	
					001-101-0000-4300	12.40
					001-105-0000-4370	34.81
					Total :	**47.21**
246474	10/5/2026	891650 ENTERPRISE FM TRUST	FBN5682161-PO13719		LEASE TO PURCH 8 NEW VEHICLES F(	
				13719	070-385-0000-4500	32,776.59
			FBN5682161-PO13766		PHASE 3-YR1 VEHICLE LEASE PAYME	
				13766	041-311-0000-4500	2,716.34
				13766	041-312-0000-4500	2,096.38
			FBN5682161-PO13767		PHASE 1-YR 4 VEHICLE LEASE PAYME	
				13767	041-420-0000-4500	816.84
				13767	041-152-0000-4500	1,520.80
				13767	041-390-0000-4500	7,728.43
			FBN5711187-PO13719		LEASE TO PURCH 8 NEW VEHICLES F(	
				13719	070-385-0000-4500	9,130.73
			FBN5711187-PO13766		PHASE 3-YR1 VEHICLE LEASE PAYME	
				13766	041-311-0000-4500	2,716.34
				13766	041-312-0000-4500	1,156.55
			FBN5711187-PO13767		PHASE 1-YR 4 VEHICLE LEASE PAYME	
				13767	041-420-0000-4500	816.84
				13767	041-152-0000-4500	1,520.80
				13767	041-390-0000-4500	6,805.94
					Total :	**69,802.58**
246475	10/5/2026	890879 EUROFINS EATON ANALYTICAL, INC	3800140709		FULL SERVICE ENVIRONMENTAL DRIN	
				13721	070-384-0000-4260	9,094.90
					Total :	**9,094.90**
246476	10/5/2026	101147 FEDEX	9-459-51910		COURIER SERVICES	
					001-133-0000-4260	98.31
					Total :	**98.31**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246477	10/5/2026	890602 FERGUSON ENTERPRISES LLC #3326	0310900		METER LOCKS	
					070-383-0000-4340	600.61
					Total :	**600.61**
246478	10/5/2026	893029 FERGUSON WATERWORKS #1083	0078538		WATER SERVICE & FIRE HYDRANT SU	
				13763	070-383-0000-4310	2,082.13
			0083269		WATER SERVICE & FIRE HYDRANT SU	
				13763	070-383-0000-4310	1,314.95
					Total :	**3,397.08**
246479	10/5/2026	894334 FRIEND, ERICA	Sep-26		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
246480	10/5/2026	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191-		CITY YARD AUTO DIALER	
					070-384-0000-4220	188.21
			818-361-2385-012309-		MTA PHONE LINE	
					007-440-0441-4220	105.71
					001-190-0000-4220	211.43
			818-361-2472-031415-		PW PHONE LINE	
					070-384-0000-4220	1,087.22
			818-361-6728-080105-		ENGINEERING FAX LINE	
					001-310-0000-4220	99.00
			818-361-7825-120512-		RUDY ORTEGA PARK IRR SYTM	
					001-420-0000-4220	116.98
			818-365-0026-071223-		PD NON EMERGENCY PHONE LINE	
					001-222-0000-4220	472.01
			818-365-5097-120298-		POLICE NARCOTICS VAULT	
					001-222-0000-4220	96.98
			818-831-5002-052096-		PD SPECIAL ACTIVTIES PHONE	
					001-222-0000-4220	66.61
			818-837-2296-031315-		VARIOUS CITY HALL LINES	
					001-190-0000-4220	925.37
			818-837-7174-052096-		PD SPECIAL ACTIVTIES PHONE	
					001-222-0000-4220	96.98
			818-898-7385-033105-		LAS PALMAS PARK FAX LINE	
					001-420-0000-4220	95.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246480	10/5/2026	892198 892198 FRONTIER COMMUNICATIONS	(Continued)		**Total :**	**3,561.99**
246481	10/5/2026	893953 GALE, PAUL JOHN	SEPT 2026		KARATE CLASS INSTRUCTOR	
				13755	001-423-0000-4260	157.50
					Total :	**157.50**
246482	10/5/2026	895041 GARCIA, RONALD	TRAVEL		PER DIEM-ICSC@WESTERN 2026 CON	
					001-150-0000-4370	199.02
					Total :	**199.02**
246483	10/5/2026	101376 GRAINGER, INC.	9023234231		MISC SUPPLIES FOR BLDG, ELECTRIC	
				13764	043-390-0000-4300	234.30
			9036164623		MISC SUPPLIES FOR BLDG, ELECTRIC	
				13764	043-390-0000-4300	277.59
			9070076311		MISC SUPPLIES FOR BLDG, ELECTRIC	
				13764	043-390-0000-4300	152.24
			9070188462		MISC SUPPLIES FOR BLDG, ELECTRIC	
				13764	043-390-0000-4300	242.19
			9932387781		MISC SUPPLIES FOR BLDG, ELECTRIC	
				13764	043-390-0000-4300	1,625.22
					Total :	**2,531.54**
246484	10/5/2026	894407 GRAYBAR FINANCIAL SERVICES	20881725		VOIP MONTHLY LEASE PAYMENT-SEPT	
					001-190-0000-4220	946.60
					001-222-0000-4220	946.60
					001-420-0000-4220	405.69
					070-384-0000-4220	405.69
					Total :	**2,704.58**
246485	10/5/2026	101386 GRIDLEY ELEMENTARY SCHOOL	FY26/27		CIF: REFRESHMENTS-MURAL DEDICAT	
					053-101-0107-4430	300.00
					Total :	**300.00**
246486	10/5/2026	888647 HDL SOFTWARE, LLC	SIN068410		HDL BUSINESS LICENSE ADMIN SERVI	
				13739	001-130-0000-4260	5,391.02
					Total :	**5,391.02**
246487	10/5/2026	891937 HERNANDEZ, JOSE	REIMB.		REIMB-SENIOR CLUB ACTIVITIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246487	10/5/2026	891937 HERNANDEZ, JOSE	(Continued)			
					004-2380	423.26
					Total :	**423.26**
246488	10/5/2026	895390 HERNANDEZ, LENIN	91926		BAND-DIA DE LOS MUERTOS EVENT	
					001-424-0000-4260	500.00
					Total :	**500.00**
246489	10/5/2026	893804 INDUSTRIAL SHOEWORKS	100-1500006		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	001-311-0000-4310	265.20
			100-1500527		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	228.74
				13797	043-390-0000-4310	265.20
				13797	001-311-0000-4310	303.82
			100-1500656		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	142.55
			100-1501421		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	001-311-0000-4310	228.74
			100-1501952		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	001-311-0000-4310	344.76
			100-1502091		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	228.74
			100-1502217		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	205.53
			100-1502452		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	228.74
			100-1503077		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	070-381-0000-4325	134.81
			105-0064992		ANNUAL SAFETY WORK BOOTS FOR F	
				13797	001-310-0000-4310	170.17
					Total :	**2,747.00**
246490	10/5/2026	891777 IRRIGATION EXPRESS	15327848-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	070-383-0000-4310	609.06
			15337563-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	001-311-0000-4310	112.77
			15337574-00		MISCELLANEOUS IRRIGATION SUPPLII	

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246490	10/5/2026	891777 IRRIGATION EXPRESS	(Continued)			
				13723	001-311-0000-4310	17.03
			15337811-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	043-390-0000-4300	233.45
			15337884-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	001-311-0000-4310	261.88
			15337998-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	070-384-0000-4310	538.98
			15338044-00		MISCELLANEOUS IRRIGATION SUPPLII	
				13723	043-390-0000-4300	108.30
					Total :	**1,881.47**
246491	10/5/2026	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN	
					070-384-0000-4210	25,008.56
			494-750-1000		WATER - 12900 DRONFIELD	
					070-384-0000-4210	284.29
			500-750-1000		ELECTRIC - 13655 FOOTHILL	
					070-384-0000-4210	104.50
			594-750-1000		ELECTRIC - 12900 DRONFIELD	
					070-384-0000-4210	6,661.71
			657-750-1000		ELECTRIC - 14060 SAYRE	
					070-384-0000-4210	9,851.02
			757-750-1000		WATER - 14060 SAYRE	
					070-384-0000-4210	31.61
			993-750-1000		WATER - 13003 BORDEN	
					070-384-0000-4210	63.17
					Total :	**42,004.86**
246492	10/5/2026	101848 LANGUAGE LINE SERVICES	12018103		INTERPREATATION SERVICES	
					001-222-0000-4260	21.62
					Total :	**21.62**
246493	10/5/2026	894319 LENCHITAS TORTILLERIA	91926		TAMALES- SENIOR DANCE-OCT 2026	
					004-2380	255.00
					Total :	**255.00**
246494	10/5/2026	892444 LICEA, ALEXANDER	TRAVEL		LODGING & MILEAGE-AXON TASER INS	

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246494	10/5/2026	892444 LICEA, ALEXANDER	(Continued)			
					001-225-0000-4360	343.03
					Total :	**343.03**
246495	10/5/2026	887115 LITTLEJOHN-REULAND, CORPORATION	0068588		URGENT ELECTRICAL REPAIRS AT WE	
				13704	070-384-0000-4260	2,735.75
			0068609		URGENT ELECTRICAL REPAIRS AT WE	
				13704	070-384-0000-4260	2,224.74
					Total :	**4,960.49**
246496	10/5/2026	893292 LOCAL GOVERNMENT	634		SENATE BILL90 STATE MANDATED CO:	
				13814	001-130-0000-4270	2,250.00
					Total :	**2,250.00**
246497	10/5/2026	894348 LOPEZ, RUDDY U.	REIMB.		CROSS CONNECTION TESTER TESTIN	
					070-383-0000-4360	355.00
					Total :	**355.00**
246498	10/5/2026	894990 LUA, MARIO	Sep-26		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
246499	10/5/2026	888468 MAJOR METROPOLITAN SECURITY	1123510		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123511		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123512		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123513		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123514		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123515		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123516		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123517		ALARM MONITORING AT ALL CITY FACI	

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246499	10/5/2026	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
				13799	043-390-0000-4260	25.00
			1123518		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123519		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123520		ALARM MONITORING AT ALL CITY FACI	
				13799	043-390-0000-4260	25.00
			1123521		ALARM MONITORING AT ALL CITY FACI	
				13799	070-384-0000-4260	25.00
			1123522		ALARM MONITORING AT ALL CITY FACI	
				13799	070-384-0000-4260	25.00
			1123523		ALARM MONITORING AT ALL CITY FACI	
				13799	070-384-0000-4260	25.00
			1123524		ALARM MONITORING AT ALL CITY FACI	
				13799	070-384-0000-4260	25.00
					Total :	**375.00**
246500	10/5/2026	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	40.01
					Total :	**40.01**
246501	10/5/2026	893200 MCKESSON MEDICAL-SURGICAL	26171418		MEDICAL SUPPLIES	
					001-225-0000-4350	229.99
					Total :	**229.99**
246502	10/5/2026	895392 MIRANDA, ANTHONY	TRAVEL		PER DIEM-LACPCA 2026 STRATEGIC P	
					001-222-0000-4370	94.75
					Total :	**94.75**
246503	10/5/2026	102226 MISSION LINEN SUPPLY	526724836		LAUNDRY SERVICES FOR PD	
				13747	001-225-0000-4350	396.96
			526758436		LAUNDRY SERVICES FOR PD	
				13747	001-225-0000-4350	396.96
					Total :	**793.92**
246504	10/5/2026	893934 MORA, JUAN LUIS	FY26/27		CIF: TRAVEL EXPENSES-MCB WORLD	

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246504	10/5/2026	893934 MORA, JUAN LUIS	(Continued)			
					053-101-0114-4430	300.00
					Total :	**300.00**
246505	10/5/2026	893050 MORALES-RODRIGUEZ, CRISTAL	CR0708-26		MARIACHI PROGRAM INSTRUCTOR	
				13780	004-2359	1,380.00
					Total :	**1,380.00**
246506	10/5/2026	894150 MORA-ZAMORA, ERENDIRA	091126		LIVE MUSIC ENTERTAINMENT FOR SEI	
				13765	004-2380	1,400.00
					Total :	**1,400.00**
246507	10/5/2026	888134 MOTOROLA SOLUTIONS, INC.	8282386026		PURCH & INSTALL EMERGENCY RADIC	
				13705	041-225-0000-4500	11,723.91
					Total :	**11,723.91**
246508	10/5/2026	893164 MY CASINO SHUTTLE	4562		TRANSPORRTATION-SR TRIP TO CHUN	
					004-2383	1,800.00
					Total :	**1,800.00**
246509	10/5/2026	893454 NACHO'S ORNAMENTAL INC	INV449304		MAINT SUPPLIES	
					043-390-0000-4300	301.36
					Total :	**301.36**
246510	10/5/2026	102325 NAPA AUTO PARTS	241260		SCAN READER	
					041-320-0000-4320	330.37
					Total :	**330.37**
246511	10/5/2026	102423 OCCU-MED, INC.	926901		MEDICAL EXAM	
					001-133-0000-4270	685.00
					Total :	**685.00**
246512	10/5/2026	894100 ODP BUSINESS SOLUTIONS , LLC	472807236001		OFFICE SUPPLIES	
					001-107-0000-4300	92.92
			478877888001		OFFICE SUPPLIES	
					072-360-0000-4300	340.23
					072-360-0000-4310	340.22
					070-383-0000-4300	340.22

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246512	10/5/2026	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			479182420001		OFFICE SUPPLIES	
					001-130-0000-4300	87.45
			479513834001		OFFICE SUPPLIES	
					001-130-0000-4300	140.81
			479575738001		OFFICE SUPPLIES	
					001-130-0000-4300	22.27
			479726335001		OFFICE SUPPLIES	
					070-381-0000-4280	110.83
			480713094001		OFFICE SUPPLIES	
					001-422-0000-4300	33.14
			480956132001		OFFICE SUPPLIES	
					001-130-0000-4300	22.15
			481613178001		BREAKROOM SUPPLIES	
					001-190-0000-4300	255.93
			481656178001		OFFICE SUPPLIES	
					001-310-0000-4300	72.96
			482012430001		OFFICE SUPPLIES & TONERS	
					001-133-0000-4300	725.00
			482013429001		TONER	
					001-133-0000-4300	245.09
			482653914001		OFFICE SUPPLIES	
					001-130-0000-4300	88.72
					Total :	**2,917.94**
246513	10/5/2026	893984 ORTEGA, ADAN	AUG 2026		MWD REPRESENTATIVE STIPEND	
					001-101-0000-4111	250.00
					Total :	**250.00**
246514	10/5/2026	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM & MIELAGE-CLEARS 2026 AI	
					001-222-0000-4370	428.63
					Total :	**428.63**
246515	10/5/2026	890324 PEREZ MONTELONGO, JUAN	092026		REFEREE SERVICES FOR YOUTH BAS	
				13782	001-423-0000-4260	1,427.50
					Total :	**1,427.50**

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246516	10/5/2026	894997 PETTENER, WILL	TRAVEL		PER DIEM & MILEAGE--MMASC ANNUA	
					001-105-0000-4370	376.64
					Total :	**376.64**
246517	10/5/2026	102624 PITNEY BOWES	1030050323		FOLDING MACHINE MAINT-THRU SEPT	
					070-382-0000-4300	330.91
					072-360-0000-4300	330.90
					Total :	**661.81**
246518	10/5/2026	894306 QUENCH USA, INC.	INV11236560		DRINKING WATER	
					001-222-0000-4300	132.74
					Total :	**132.74**
246519	10/5/2026	102738 QUINTERO ESCAMILLA, VIOLETA	SEPT 2026		MUSIC CLASS INSTRUCTOR FOR (2) S	
				13757	001-423-0000-4260	1,000.00
					Total :	**1,000.00**
246520	10/5/2026	891177 R3 CONSULTING GROUP INC.	125473		SOLID WASTE MGMT CONSULTATION S	
				13681	001-310-0000-4270	26,302.50
			125514		SOLID WASTE MGMT CONSULTATION S	
				13681	001-310-0000-4270	17,187.50
					Total :	**43,490.00**
246521	10/5/2026	895389 RAMOS, JOHNNY JAMES	1		BAND-HOLIDAY TREE LIGHTING EVEN	
					001-424-0000-4260	1,200.00
					Total :	**1,200.00**
246522	10/5/2026	895131 ROMERO-FUENTES, SONIA	Sep-26		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
					Total :	**150.00**
246523	10/5/2026	892856 SALAS, JUAN	REIMB.		COPIES OF KEYS FOR CABINETS	
					001-422-0000-4300	9.57
					Total :	**9.57**
246524	10/5/2026	891253 SAN FERNANDO SMOG TEST ONLY	5385		SMOG TEST-PW4626 (1492620)	
					041-320-0000-4450	68.00

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246524	10/5/2026	891253 891253 SAN FERNANDO SMOG TEST ONLY	(Continued)		**Total :**	**68.00**
246525	10/5/2026	103064 SAN GABRIEL VALLEY CITY	9102026		RGSTR-MNTHLY MTG - 09/16/26	
					001-105-0000-4370	80.00
					Total :	**80.00**
246526	10/5/2026	890541 SANCHEZ, FLOR	Sep-26		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
246527	10/5/2026	894795 SD DATA CENTER	DCINV4013381		VEEAM BACKUP RENEWAL (1YR)	
				13714	001-135-0000-4260	1,621.17
			DCINV4013409		VEEAM BACKUP RENEWAL (1YR)	
				13714	001-135-0000-4260	1,580.43
					Total :	**3,201.60**
246528	10/5/2026	895391 SEPULVEDA, IRMA	860721		FACILITY RENTAL DEP REFUND	
					001-2220	440.00
					Total :	**440.00**
246529	10/5/2026	103184 SMART & FINAL	118		SUPPLIES SENIOR PROGRAM	
					004-2382	151.82
			139		WATER-SENIOR CLUB TRIP	
					004-2383	34.44
			140		SUPPLIES SENIOR PROGRAM	
					004-2346	58.16
			141		SNACKS-SENIOR CLUB TRIP	
					004-2383	144.88
			149		ICE-SENIOR CLUB DANCE	
					004-2380	77.87
			42		SNACKS-SENIOR CLUB TRIP	
					004-2383	18.99
			43		SNACKS-SENIOR CLUB RAFFLE	
					004-2380	84.78
			85		FOOD-DEPART CELEBRATION	
					001-222-0000-4300	33.26
					Total :	**604.20**

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246530	10/5/2026	895156 SOS TOILETS LLC	I55019		PORTABLE RESTROOM SERVICES	
				13811	070-384-0000-4260	162.93
			I55020		PORTABLE RESTROOM SERVICES	
				13811	043-390-0000-4260	163.15
			I57392		PORTABLE RESTROOM SERVICES	
				13811	070-384-0000-4260	162.93
			I57393		PORTABLE RESTROOM SERVICES	
				13811	043-390-0000-4260	163.15
			I59912		PORTABLE RESTROOM SERVICES	
				13811	043-390-0000-4260	163.15
					Total :	**815.31**
246531	10/5/2026	895133 SOTO, ISABELLA	REIMB.		SUPPLIES-SENIOR CLUB ACTIVITIES &	
					004-2382	355.33
					001-420-0000-4390	8.12
					Total :	**363.45**
246532	10/5/2026	103251 STANLEY PEST CONTROL	2104243		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	135.00
			2104246		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	94.00
			2104249		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	85.00
			2104250		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	85.00
			2104251		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	55.00
			2104252		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	62.00
			2104881		PEST EXTERMINATION SERVICES	
				13788	043-390-0000-4260	95.00
					Total :	**611.00**
246533	10/5/2026	894275 STAPLES, INC.	6073781068		OFFICE SUPPLIES	
					001-133-0000-4300	109.91
			6074198736		OFFICE SUPPLIES	
					001-133-0000-4300	110.49

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246533	10/5/2026	894275 894275 STAPLES, INC.	(Continued)		**Total :**	**220.40**
246534	10/5/2026	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
					043-390-0000-4210	159.53
			084-220-3249-3		GAS - 505 S HUNTINGTON	
					043-390-0000-4210	61.49
			088-520-6400-8		GAS - 117 MACNEIL	
					043-390-0000-4210	24.70
			090-620-6400-2		GAS - 120 MACNEIL	
					070-381-0000-4210	4.07
					072-360-0000-4210	4.07
					043-390-0000-4210	8.13
			143-287-8131-6		GAS - 208 PARK	
					043-390-0000-4210	56.30
			162-020-7432-0		GAS - 828 HARDING	
					043-390-0000-4210	5.10
					Total :	**323.39**
246535	10/5/2026	101528 THE HOME DEPOT CRC	3342639		DOOR THRESHOLDS & SUPPLIES	
					043-390-0000-4300	205.60
			3342640		SAND BAGS	
					001-311-0000-4310	311.61
			4010288		BATTERY REPL-RAPID FLASHERS	
					001-370-0000-4310	371.41
			4233720		MATL'S FOR REPAIRS	
					043-390-0000-4300	131.96
			7523150		MISC TOOLS	
					070-383-0000-4340	72.76
			8011833		MISC TOOLS	
					070-383-0000-4340	430.78
					Total :	**1,524.12**
246536	10/5/2026	101024 THE VALLEY ECONOMIC ALLIANCE	5831		ANNUAL MEMBERSHIP DUES-FY26/27	
					001-190-0000-4380	5,000.00
					Total :	**5,000.00**
246537	10/5/2026	893905 TORRES-GAHM, GRACIELA	0-921		CLEANING SERVICE AT THE LOPEZ AD	

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246537	10/5/2026	893905 TORRES-GAHM, GRACIELA	(Continued)			
					001-420-0000-4260	475.00
					Total :	**475.00**
246538	10/5/2026	101028 TYLER TECHNOLOGIES, INC.	045-574681		ERP SOFTWARE AND IMPLEMENTATIO	
				13365	121-135-3689-4260	1,400.00
			045-577114		ERP SOFTWARE AND IMPLEMENTATIO	
				13365	121-135-3689-4260	700.00
					Total :	**2,100.00**
246539	10/5/2026	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		ACCT 15122187-POSTAGE REIMB.	
					001-190-0000-4280	1,500.00
					Total :	**1,500.00**
246540	10/5/2026	887939 ULINE SHIPPING SUPPLIES	210580806		RACK PRONGS	
					070-383-0000-4300	129.49
					Total :	**129.49**
246541	10/5/2026	894888 US BANCORP SERVICE CENTER INC	081326		LODGING-ICSC@WESTERN 2026 CONI	
					001-150-0000-4370	1,378.90
			081726		TABLET CASES	
					001-115-0000-4300	57.44
			082026		BALLOONS	
					001-115-0000-4300	24.38
					001-101-0000-4300	19.78
			082526		SUPPLIES-TINY TIKE FIELD SET UP	
					001-423-0000-4300	154.96
			082626		RGSTR-88 CITIES SUMMIT ON 10/14/26	
					001-101-0114-4370	50.00
					001-101-0112-4370	50.00
			082626		LODGING-2026 PERMIT TECH CAREER	
					001-140-0000-4370	239.81
			082626-1		BUG TRAPS AND REFILLS	
					001-222-0000-4300	49.63
			082626-2		SUPPLIES-TINY TIKE SOCCER & YOUT	
					001-423-0000-4300	165.64
			082726		SUPPLIES-TINY TIKE SOCCER & YOUT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246541	10/5/2026	894888 US BANCORP SERVICE CENTER INC	(Continued)			
					001-423-0000-4300	66.29
			082726-2		SUPPLIES-TINY TIKE SOCCER & YOUT	
					001-423-0000-4300	298.35
			090126		BUG TRAPS AND REFILLS	
					001-222-0000-4300	75.01
			090226		SUPPLIES-TINY TIKE SOCCER & YOUT	
					001-423-0000-4300	55.14
			090226-2		2027 DESK CALENDARS	
					001-105-0000-4300	15.79
			090326-2		REFUND-ICE MACHINE UNDELIVERABI	
					029-335-0000-4300	-998.37
					070-381-0000-4330	-998.37
					070-384-0000-4330	-998.36
					072-360-0000-4300	-998.37
			090326-3		2027 DESK CALENDARS	
					001-105-0000-4300	7.34
			090926		BOOTH PARTICIPATION-ICSC@ WESTE	
					001-107-0000-4260	650.00
			090926		THERMOSTATIC MIXING VALVES	
					001-422-0000-4300	216.56
			091526		SUPPLIES-CANDLE LIGHT VISUAL EVE	
					001-420-0000-4300	30.92
			091626		CREDIT-LODGING-ICSC@WESTERN 2(	
					001-150-0000-4370	-1,128.42
			091626		SUPPLIES-CANDLE LIGHT VISUAL EVE	
					001-420-0000-4300	154.68
			091726		SUPPLIES-CANDLE LIGHT VISUAL EVE	
					001-420-0000-4300	83.89
			091826		LODGING-POST MANAGEMENT COURS	
					001-225-0000-4360	993.80
			091826		JOB POSTING-RCS SUPERVISOR POSI	
					001-133-0000-4230	75.00
			091926		LODGING-MMAC CONF ON 10/27-10/29	
					001-150-0000-4370	881.75
			091926		BALLOONS RETURNED	
					001-115-0000-4300	-25.40

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246541	10/5/2026	894888 US BANCORP SERVICE CENTER INC	(Continued)			
			092026		FOLDING UTILITY HANDCART	
					001-222-0000-4300	77.34
			092126		LODGING-LEAGUE OF CA CITIES ANNU	
					001-101-0107-4370	929.73
			092226		RAM MEMORY CARD	
					001-222-0000-4300	289.76
					Total :	**1,944.60**
246542	10/5/2026	894888 US BANCORP SERVICE CENTER INC	081826		DINNER FOR CC MTG - 08/17/26	
					001-101-0000-4370	96.91
			082426		CUPCAKES-COMM RECOG MTG-08/24/	
					001-101-0000-4370	67.98
			082426		SANDWICHES-COMM RECOG MTG-08/	
					001-101-0000-4370	287.84
			090826		DINNER FOR CC MTG - 09/08/26	
					001-101-0000-4370	99.86
			091026-1		FRAMES	
					001-115-0000-4300	27.60
			091026-2		FRAMES	
					001-115-0000-4300	31.05
					Total :	**611.24**
246543	10/5/2026	891797 VALLEY POWER REPAIRS	7674		VEHICLE MAINT- VEH 8007	
					041-320-0312-4400	639.87
					Total :	**639.87**
246544	10/5/2026	895346 VASQUEZ, RUDY	SEPT 2026		DANCE INSTRUCTOR FOR LEISURE CL	
				13806	001-423-0000-4260	385.00
					Total :	**385.00**
246545	10/5/2026	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT 2026		FOLKLORICO DANCE INSTRUCTOR	
				13759	001-423-0000-4260	2,359.00
					Total :	**2,359.00**
246546	10/5/2026	889644 VERIZON BUSINESS	00549749		CITY HALL LONG DIST (Y2619454)	
					001-190-0000-4220	58.88

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246546	10/5/2026	889644 VERIZON BUSINESS	(Continued)			
			00549750		CITY YARD LONG DIST (Y2619455)	
					070-384-0000-4220	15.59
			00549751		CITY HALL LONG DIST (Y2619456)	
					001-190-0000-4220	27.16
			00549752		POLICE LONG DIST (Y2619457)	
					001-222-0000-4220	65.06
			00549753		CITY YARD LONG DIST (Y2619458)	
					070-384-0000-4220	10.59
			00549754		PARKS LONG DIST (Y2619459)	
					001-420-0000-4220	17.95
			00550259		PW-LONG DIST (Y2620611)	
					001-310-0000-4220	5.25
			00550270		CITY HALL LINES (Y2620636)	
					001-190-0000-4220	61.70
					Total :	**262.18**
246547	10/5/2026	100101 VERIZON WIRELESS-LA	6154030366		VARIOUS CELL PHONE PLANS & HS PL	
					001-101-0112-4220	38.98
					001-101-0109-4220	38.98
					001-105-0000-4220	49.97
					001-222-0000-4220	80.02
					001-152-0000-4220	180.08
					001-107-0000-4260	40.01
					043-390-0000-4310	254.17
					070-384-0000-4220	463.95
					072-360-0000-4220	102.84
					Total :	**1,249.00**
246548	10/5/2026	895393 VIRAMONTES, SARA	TRAVEL		PER DIEM-POST RECORDS CLERK TR/	
					001-222-0000-4360	368.50
					Total :	**368.50**
246549	10/5/2026	889491 WILLDAN FINANCIAL SERVICES	010-66880		LANDSCAPING AND LIGHTING ASSESS	
				13807	027-344-0000-4260	3,090.00
					Total :	**3,090.00**

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246550	10/5/2026	893501 WIL-POWER BATTERY &	178014		BATTERY-BACK-UP POWER SUPPLY	
					070-384-0000-4310	18.67
					Total :	**18.67**
246551	10/5/2026	890008 WOODWARD, BRIAN	TRAVEL-1		PER DIEM-POST MANAGEMENT COUR	
					001-225-0000-4360	473.00
			TRAVEL-2		PER DIEM-POST MANAGEMENT COUR	
					001-225-0000-4360	473.00
					Total :	**946.00**
246552	10/5/2026	894164 YUNEX LLC	90010885		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				13596	027-344-0757-4600	49,400.00
					Total :	**49,400.00**
101	**Vouchers for bank code :**	bank3			**Bank total :**	**1,318,905.85**
101	**Vouchers in this report**				**Total vouchers :**	**1,318,905.85**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246341	9/17/2026	894976 GUTIERREZ, CARLOS A.	090426		LIVE MUSIC ENTERTAINMENT FOR SEI	
				13775	004-2380	1,600.00
					Total :	**1,600.00**

1 Vouchers for bank code : bank3 **Bank total :** **1,600.00**

1 Vouchers in this report **Total vouchers :** **1,600.00**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246342	9/23/2026	101920 LIEBERT CASSIDY WHITMORE	327984-1		LEGAL SERVICES	
					001-112-0000-4270	525.00
					Total :	**525.00**

1 Vouchers for bank code : bank3 **Bank total :** **525.00**

1 Vouchers in this report **Total vouchers :** **525.00**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246343	9/25/2026	103648 CITY OF SAN FERNANDO	PR 09-25-26		REIMB FOR PAYROLL P/E 09/18/26	
					001-1003	685,873.39
					007-1003	2,551.72
					017-1003	2,155.59
					027-1003	5,307.33
					029-1003	2,431.57
					041-1003	8,154.58
					043-1003	27,044.39
					070-1003	69,437.26
					072-1003	23,872.13
					094-1003	1,210.68
					Total :	**828,038.64**

1 Vouchers for bank code : bank3 **Bank total :** **828,038.64**

1 Vouchers in this report **Total vouchers :** **828,038.64**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246344	9/23/2026	893115 P.E.R.S. CITY RETIREMENT	100000018413863		ANNUAL FEE-SS ADMIN 218	
					018-222-0000-4124	220.00
			100000018417599		LATE ENROLLMENT FEE	
					018-222-0000-4124	400.00
			VARIANCE		EMPL CONTRIB VARIANCE 08/22/26-09	
					018-222-0000-4124	469.39
					018-224-0000-4124	352.04
					018-225-0000-4124	5,045.97
					Total :	**6,487.40**

1 Vouchers for bank code : bank3 **Bank total :** **6,487.40**

1 Vouchers in this report **Total vouchers :** **6,487.40**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246345	9/25/2026	894400 MARIPOSA ECO CONSULTING	SFIWMP-9		SB1383 CONSULTING SERVICES	
				13381	110-350-3631-4270	5,100.00
					Total :	**5,100.00**
246346	9/25/2026	895371 RIO BRAVO ROCKLIN	INV29974		BIOMASS ELECTRICITY	
				13769	110-350-3631-4270	13,860.00
					Total :	**13,860.00**
2	**Vouchers for bank code :**	bank3			**Bank total :**	**18,960.00**
2	**Vouchers in this report**				**Total vouchers :**	**18,960.00**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 26-101

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246347	10/1/2026	100916 DEIBEL, PAUL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246348	10/1/2026	101926 LILES, RICHARD	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	251.75
					072-180-0000-4127	251.75
					Total :	**503.50**
246349	10/1/2026	102126 MARTINEZ, MIGUEL	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	807.05
					Total :	**807.05**
246350	10/1/2026	894908 NAVARRO, NORMA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	319.29
					Total :	**319.29**
246351	10/1/2026	892782 TIGHE, DONNA	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	97.42
					072-180-0000-4127	97.41
					Total :	**194.83**
	5 Vouchers for bank code :	bank3			**Bank total :**	**2,328.17**
	5 Vouchers in this report				**Total vouchers :**	**2,328.17**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246352	10/1/2026	894452 ABDALLAH, MARIA G.	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,310.57
					Total :	**2,310.57**
246353	10/1/2026	100091 AGORICHAS, JOHN	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,169.00
					Total :	**1,169.00**
246354	10/1/2026	895025 AGUILAR, MARY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	**194.83**
246355	10/1/2026	100104 ALBA, ANTHONY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246356	10/1/2026	100187 ANDRADE, ANGELA	26-Oct		CALPERS HEALTH REIMB	
					072-180-0000-4127	377.43
					Total :	**377.43**
246357	10/1/2026	100260 AVILA, FRANK	26-Oct		CALPERS HEALTH REIMB	
					041-180-0000-4127	1,163.88
					Total :	**1,163.88**
246358	10/1/2026	100286 BAKER, BEVERLY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	319.29
					Total :	**319.29**
246359	10/1/2026	100306 BARNARD, LARRY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
246360	10/1/2026	100346 BELDEN, KENNETH M.	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
246361	10/1/2026	892233 BUZZELL, CAROL	26-Oct		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246361	10/1/2026	892233 BUZZELL, CAROL	(Continued)			
					070-180-0000-4127	319.29
					Total :	**319.29**
246362	10/1/2026	102127 CABRERA, KATHY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,673.82
					Total :	**1,673.82**
246363	10/1/2026	891350 CALZADA, FRANK	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.58
					Total :	**800.58**
246364	10/1/2026	100642 CASTRO, RICO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,935.31
					Total :	**1,935.31**
246365	10/1/2026	103816 CHAVEZ, ELENA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	377.43
					Total :	**377.43**
246366	10/1/2026	100752 COLELLI, CHRISTIAN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,357.53
					Total :	**2,357.53**
246367	10/1/2026	893711 DAVIS, JAMES	26-Oct		CALPERS HEALTH REIMB	
					072-180-0000-4127	1,943.78
					Total :	**1,943.78**
246368	10/1/2026	100913 DECKER, CATHERINE	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	503.50
					Total :	**503.50**
246369	10/1/2026	100925 DELGADO, RALPH	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.58
					Total :	**800.58**
246370	10/1/2026	101667 DIAZ, EVELYN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,044.00

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246370	10/1/2026	101667 101667 DIAZ, EVELYN	(Continued)		Total :	1,044.00
246371	10/1/2026	100960 DIEDIKER, VIRGINIA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246372	10/1/2026	100996 DRAKE, JOYCE	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246373	10/1/2026	100995 DRAKE, MICHAEL	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	251.75
					072-180-0000-4127	251.75
					Total :	503.50
246374	10/1/2026	100997 DRAPER, CHRISTOPHER	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,357.53
					Total :	2,357.53
246375	10/1/2026	101044 ELEY, JEFFREY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,965.00
					Total :	1,965.00
246376	10/1/2026	891040 FISHKIN, RIVIAN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	194.83
246377	10/1/2026	101178 FLORES, ADRIAN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,673.82
					Total :	1,673.82
246378	10/1/2026	101182 FLORES, MIGUEL	26-Oct		CALPERS HEALTH REIMB	
					043-180-0000-4127	377.43
					Total :	377.43
246379	10/1/2026	894378 GARCIA, BERTHA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246379	10/1/2026	894378 894378 GARCIA, BERTHA	(Continued)		Total :	194.83
246380	10/1/2026	101264 GARCIA, DAVID	26-Oct		CALPERS HEALTH REIMB	
					043-180-0000-4127	755.91
					Total :	755.91
246381	10/1/2026	891351 GARCIA, DEBRA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,658.58
					Total :	2,658.58
246382	10/1/2026	101281 GARIBAY, SAUL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,849.48
					Total :	2,849.48
246383	10/1/2026	101318 GLASGOW, KEVIN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,357.53
					Total :	2,357.53
246384	10/1/2026	101333 GODINEZ, FRAZIER C.	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,224.57
					Total :	2,224.57
246385	10/1/2026	101409 GUERRA, LAUREN E	26-Oct		CALPERS HEALTH REIMB	
					072-180-0000-4127	755.91
					Total :	755.91
246386	10/1/2026	102896 GUZMAN, ROSA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	409.70
					Total :	409.70
246387	10/1/2026	891352 HADEN, SUSANNA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,248.29
					Total :	1,248.29
246388	10/1/2026	101440 HALCON, ERNEST	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	1,160.00

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246389	10/1/2026	101672 HANCHETT, NICHOLE	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,965.00
					Total :	1,965.00
246390	10/1/2026	891918 HARTWELL, BRUCE	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	1,169.00
246391	10/1/2026	101465 HARVEY, DAVID	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	194.83
246392	10/1/2026	101466 HARVEY, DEVERY MICHAEL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	1,160.00
246393	10/1/2026	101471 HASBUN, NAZRI A.	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	377.43
					Total :	377.43
246394	10/1/2026	891023 HATFIELD, JAMES	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	1,169.00
246395	10/1/2026	892104 HERNANDEZ, ALFONSO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	1,169.00
246396	10/1/2026	891024 HOOKER, RAYMOND	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246397	10/1/2026	893616 HOUGH, LOIS	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	319.29
					Total :	319.29
246398	10/1/2026	101597 IBRAHIM, SAMIR	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	551.66

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246398	10/1/2026	101597 101597 IBRAHIM, SAMIR	(Continued)		Total :	551.66
246399	10/1/2026	101694 JACOBS, ROBERT	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	1,160.00
246400	10/1/2026	892105 KAHMANN, ERIC	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	551.66
					Total :	551.66
246401	10/1/2026	101786 KLOTZSCHE, STEVEN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	916.86
					Total :	916.86
246402	10/1/2026	891043 LIEBERMAN, LEONARD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	194.83
246403	10/1/2026	101933 LITTLEFIELD, LESLEY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246404	10/1/2026	102045 LLAMAS-RIVERA, MARCOS	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,163.88
					Total :	1,163.88
246405	10/1/2026	889151 MACIAS, EULALIO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	807.05
					Total :	807.05
246406	10/1/2026	102059 MACK, MARSHALL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	755.91
					Total :	755.91
246407	10/1/2026	891010 MAERTZ, ALVIN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	677.34
					Total :	677.34

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246408	10/1/2026	888037 MARTINEZ, ALVARO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,363.69
					Total :	**1,363.69**
246409	10/1/2026	102206 MILLER, WILMA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246410	10/1/2026	102212 MIRAMONTES, MONICA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	916.86
					Total :	**916.86**
246411	10/1/2026	102232 MIURA, HOWARD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246412	10/1/2026	892106 MONTAN, EDWARD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	319.29
					Total :	**319.29**
246413	10/1/2026	102443 OKAFOR, MICHAEL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,334.08
					Total :	**2,334.08**
246414	10/1/2026	102473 ORDELHEIDE, ROBERT	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,929.74
					Total :	**1,929.74**
246415	10/1/2026	102486 ORSINI, TODD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,575.51
					Total :	**2,575.51**
246416	10/1/2026	102569 PARKS, ROBERT	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	3,560.71
					Total :	**3,560.71**
246417	10/1/2026	102580 PATINO, ARMANDO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,546.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246417	10/1/2026	102580 102580 PATINO, ARMANDO	(Continued)		**Total :**	**2,546.00**
246418	10/1/2026	102527 PISCITELLI, ANTHONY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.58
					Total :	**800.58**
246419	10/1/2026	891033 POLLOCK, CHRISTINE	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	435.00
					Total :	**435.00**
246420	10/1/2026	102735 QUINONEZ, MARIA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,163.88
					Total :	**1,163.88**
246421	10/1/2026	891354 RAMIREZ, ROSALINDA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	**194.83**
246422	10/1/2026	891034 RAMSEY, JAMES	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246423	10/1/2026	102788 RAYGOZA, JOSE LUIS	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,224.57
					Total :	**2,224.57**
246424	10/1/2026	102864 RIVETTI, DOMINICK	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
246425	10/1/2026	887872 ROSENBERG, IRWIN	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,062.05
					Total :	**2,062.05**
246426	10/1/2026	102936 RUELAS, MARCO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,248.29
					Total :	**1,248.29**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246427	10/1/2026	102940 RUIZ, RONALD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	755.91
					Total :	755.91
246428	10/1/2026	103005 SALAZAR, TONY	26-Oct		CALPERS HEALTH REIMB	
					070-180-0000-4127	916.86
					Total :	916.86
246429	10/1/2026	103118 SENDA, OCTAVIO	26-Oct		CALPERS HEALTH REIMB	
					043-180-0000-4127	1,295.34
					Total :	1,295.34
246430	10/1/2026	892107 SHANAHAN, MARK	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	551.66
					Total :	551.66
246431	10/1/2026	891035 SHERWOOD, NINA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246432	10/1/2026	103175 SKOBIN, ROMELIA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,913.79
					Total :	1,913.79
246433	10/1/2026	893677 SOLIS, MARGARITA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	690.56
					Total :	690.56
246434	10/1/2026	103220 SOMERVILLE, MICHAEL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,965.00
					Total :	1,965.00
246435	10/1/2026	889588 UFANO, VIRGINIA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	194.83
					Total :	194.83
246436	10/1/2026	103516 VAIRO, ANTHONY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,505.00

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246436	10/1/2026	103516 103516 VAIRO, ANTHONY	(Continued)		Total :	1,505.00
246437	10/1/2026	888417 VALDIVIA, LAURA	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50
246438	10/1/2026	103550 VANICEK, JAMES	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,776.10
					Total :	1,776.10
246439	10/1/2026	103562 VASQUEZ, JOEL	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,546.00
					Total :	2,546.00
246440	10/1/2026	888562 VILLALPANDO, SEBASTIAN FRANK	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	551.66
					Total :	551.66
246441	10/1/2026	103692 VILLALVA, FRANCISCO	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,224.57
					Total :	2,224.57
246442	10/1/2026	891038 WAITE, CURTIS	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	1,169.00
246443	10/1/2026	103612 WALKER, MICHAEL	26-Oct		CALPERS HEALTH REIMB	
					027-180-0000-4127	194.83
					Total :	194.83
246444	10/1/2026	103620 WARREN, DALE	26-Oct		CALPERS HEALTH REIMB	
					072-180-0000-4127	194.83
					Total :	194.83
246445	10/1/2026	895047 WATT, NANCY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	503.50

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Voucher List
CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246446	10/1/2026	893690 WATTS, STEVE M.	26-Oct		CALPERS HEALTH REIMB	
					072-180-0000-4127	551.66
					Total :	**551.66**
246447	10/1/2026	891037 WEBB, NANCY	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246448	10/1/2026	103643 WEDDING, JEROME	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	**1,169.00**
246449	10/1/2026	103727 WYSBEEK, DOUDE	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	503.50
					Total :	**503.50**
246450	10/1/2026	103737 YNIGUEZ, LEONARD	26-Oct		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,169.00
					Total :	**1,169.00**

99 Vouchers for bank code : bank3 **Bank total :** **108,316.65**

99 Vouchers in this report **Total vouchers :** **108,316.65**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 26-101

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
246451	9/28/2026	895378 EBERHARD EQUIPMENT NO.3 INC	2977		MULCHING TRACTOR	
				13800	110-350-3631-4500	22,022.64
					Total :	**22,022.64**

1 Vouchers for bank code : bank3 **Bank total : 22,022.64**

1 Vouchers in this report **Total vouchers : 22,022.64**

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager

Date: October 5, 2026

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

RECOMMENDATION:

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2026-2027 City 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 2026-2027 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: Records Retention Policy Update	January 2025
Title: Virtual San Fernando – Website Redesign & My San Fernando App	February 2026
Title: Amend City Commission Ordinance	April 2026

Community Development Department.	**Date Completed**
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
Title: Climate Action Resilience Plan (CARP) & General Plan Updates	April 6, 2026
Title: CDGB Neighborhood Cleanup Program	June 13, 2026
SCAG REAP Housing Implementation Grant	June 30, 2026

REVIEW: ☐ Deputy City Clerk/Management Analyst ☒ Assistant to the City Manager

COMPLETED PROJECTS CONTINUED:

Finance.	**Date Completed**
Title: American Rescue Plan Act (ARPA) Allocations	February 18, 2025
Title: Online Bill Payment System (Paymentus)	February 2025
Title: Microsoft 365 (M365) Upgrade	December 2025

Police Department.	**Date Completed**
Title: Police Department Overtime	February 2025
Title: Law Enforcement Technology Improvements –	
Handheld Ticket Writers	April 8, 2025
eSubpoena	May 19, 2025
Title: Mental Health Clinician Program	September 29, 2025
Cameras/ Access Control Project	May 2025
UASI EOC 2023	December 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
Title: Phase 1: Fog Seal Coating Public Parking Lots	September 15, 2025
Title: Well 2A Refurbishment Project	December 14, 2025
Title: Bus Shelter Rehabilitation Project	January 5, 2026
Title: Residential Water Service Shut Off Policy	January 1, 2026
Title: Outdoor Dining in Public ROW	February 17, 2026
Title: Crosswalk Safety at Bike Path	February 25, 2026
Title: Implementation of California Daylighting Law (AB 413)	February 25, 2026
Title: Las Palmas HVAC Project	March 2026
Title: School Zone Signage Safety Enhancement Initiative	March 2026
Title: City Facility Condition Assessment Report	June 2026
Title: City Owned Right-of-Way Beautification	June 2026
Title: Pacoima Wash Bikeway and Pedestrian Path	September 8, 2026

Recreation & Community Services.	**Date Completed**
Title: San Fernando 115 Birthday Celebration Discussion	March 2026

Active Projects

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
	City Manager's Office					
1.	Opportunity Sites Analysis (Formerly Downtown Master Plan)	Approved FY 22-23 budget to develop a DTMP with robust community outreach. Guides future actions for revitalization of Downtown San Fernando. Budget: $297,675.	• 12-2023 to 3-2024: Multimodal Survey • 3-11-2024: Ad Hoc Mtg #1 • 4-11-2024: CAC Mtg #1 • 4-27-2024: Outreach "Walkshop" • 4-2024 to 5-2024: Online Survey • 7-2024: Existing Conditions Analysis • 9-16-2024: Phase 1 Findings to Council + PPC • Contract extended to Dec 2025 • 6-11-2025: Ad Hoc Mtg #2		December 2026	Kanika Kith/ Ron Garcia

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• 11-17-2025: Council approved Option 1 – Opportunity Site Analysis • Opportunity Sites Analysis Kick Off Meeting January 2026			
2.	East San Fernando Valley Light Rail Transit Project	Metro project to build light rail line in two phases: Phase 1 – 6.7 miles along Van Nuys Blvd with 11 stations. Phase 2 – 2.5 miles from Pacoima to Sylmar/San Fernando Metrolink. Funded by Measure R & M.	• 2017-2020: City comments on Draft EIR • 12-2010: Metro Board certified Final EIR with safety/design conditions • 4-2022 to 9-2022: Grade Crossing Analysis • 1-2024 to summer 2024: Supplemental Phase 2 studies • Status updates to Council (2020, 2022, 2025)	Staff will return to Council with a third-party funding agreement related to the rail crossing safety improvement project at the October 19 City Council meeting.	Phase 1 – 2031; Phase 2 – TBD	Will Pettener

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• 6-2025: CPUC Sec. 130 safety funding discussions • 6-25-2025: Multi-agency safety improvements discussion • 7-7-2025: Public outreach results presented • 9-18-2025: Council approved conditional support for Scenario 2 • 12-4-25: Metro Board of Director's approved planning work on Scenario 2, including early action safety improvements on rail crossings in the City. • 4-23-26: Metro's Board of Directors approved design and environmental review for early			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			action safety improvements at all at-grade crossings in the City and two nearby crossings in the City of LA. The scope of work was approved at a value of $10,701,189. • 5-28-26 and 7-2-26: Staff met with Metro to discuss third-party funding agreement. Staff is awaiting breakdown of proposed funding from Metro. • Staff met with Metro's Project team on 9-25-26 for a presentation of their proposed third-party funding agreement and future project scope.			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
3.	CDBG Small Business Assistance Grant Program (SBAP)	Provides grants to businesses/property owners for storefront improvements (signage, paint, anti-graffiti, landscaping, etc.). Total funding: $137,861.	• 3-5-25: Application period was opened to the public. Application period was extended to April 20, 2026. • 4-9-26: Staff hosted a SBAP workshop where 11 prospective businesses attended to learn more about the application process. • 4-20-26: 39 applications were received for the grant. • 5-12-26: A review panel met to evaluate and select 19 tentative grantees. • June and July 2026: Staff completed agreements with 16 businesses and issued checks.	Staff will bring forward updated programming guidelines for Council consideration in October 2026.	June 2026 for FY 25-26; FY 26-27 is estimated to be completed by February 2027.	Linden Johnson/Ron Garcia

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• 9-8-16: Updated FY 26-27 SBAP Guidelines brought to council for consideration			
4.	Partnership with Asociación de Jaliscienses Unidos en Acción (AJUA)	Partnership with AJUA to provide services to the immigrant community.	• 9-3-25: Staff met with AJUA representatives to discuss scope of services and future events. • 10-6-25: City Council approved MOU with AJUA. • AJUA will started on 11-17-25 at BCRC. • Ongoing monthly dates have been scheduled for Q1 2026. • 8-31-26 – AJUA hosted an open house at Rec Park from 11am-3pm. There were 300+ people there	None	Ongoing	Cristina Moreno

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			requesting their service.			
5.	Strategic Plan Development	A new plan will be developed to replace the current plan set to expire in 2026.	• City Council approved agreement with Baker Tilly on 12-1-25 for Strategic Planning Consulting services. • 1-23-26: staff met with Baker Tilly to develop a roadmap and determine next steps for outreach. • In February 2026, Baker completed phase 1 of their engagement process by interviewing City Council, Department Heads, and facilitating a citywide staff survey • 3-3-26: Executive Staff took part in a workshop with Baker Tilly	A draft of the Implementation Action Plan (IAP) is scheduled to return to Council for consideration on 10-19-26	Strategic Plan has been completed. The IAP has an anticipated completion date of 10-19-26	Will Pettener

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• 3-23-26: a City Council Strategic Plan workshop was held at Las Palmas Park. • On 4-6-26, a community survey was posted on the City's website. • On 4-8-26 and 4-15-26, Baker hosted community workshops for the public to provide feedback on the process. • 5-18-26: City Council approved the proposed strategic plan. • June and July 2026: Staff held weekly meetings with Baker Tilly to develop an Implementation Action Plan Template • August & September 2026: CMO held			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			meetings with all City Departments to establish actionable goals and timelines for key initiatives.			
	City Clerk's Office					
1.	Amend City Recognition Requests Policy/Procedure	Expands the City's Recognition Requests Policy/Procedure to include clear descriptions and guidelines for Council-issued recognitions (Resolutions, Proclamations, Certificates, official acknowledgments) honoring contributions, achievements, or service to the community.	• May 2025 – Council adopted revised Recognition Requests Policy/Procedure (replacing Awards Program). • 8-4-25: Council directed staff to return with revisions to add guidelines for Resolutions, Proclamations, and recognitions. • 9-2-25: Council directed staff to return with options to add Certificate of Commendation, potential Resolution	October 5, 2026	October 5, 2026	Julia Fritz

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			adoption, and enhanced certificate design options.			
2.	Quarterly Special City Council Meeting Celebration Event	Host Quarterly Celebration Meetings to acknowledge Community members, businesses and organizations for their contribution to the community.	• Pre-Planning for Next Celebration Event Scheduled for: January 26, 2026 • Pre-Planning for 2nd quarterly Celebration Event for: July 27, 2026 • On 1-5-2026, Staff was directed to reschedule the January and July 2026 Celebration Events to February and August.	None	Next Event: February 22, 2027	Julia Fritz
	Community Development Department					
1.	Community Preservation – Commercial Property Education Program	Education & maintenance program to support beautification of commercial corridors.	• 9-19-24: Presented to Council • 3-26-25: Postcards distributed	None at this time	December 2026	Rigoberto Guerrero

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		Officers work directly with business community.	• 3-30-25 & 5-7-25: Workshops • 5-12-25: Walking inspections began • 7-28-25: 22 businesses recognized • 10 -27- 2025: 19 businesses recognized • February 2026: 55 to be recognized • 1-20-26: Walking inspections will resume			
	Public Works Department					
1.	Carlisle Green Alley Reconstruction Project	Revitalizes alley with 200+ trees, bioswales, permeable surfaces, lighting, and bike/pedestrian path.	• PSA with TreePeople approved Sep 3, 2024 • PSA with Craftwater approved Jan 6, 2025 • Tentative design/ construction timeline set (2025–2026)	None at this time	April 2028	Patsy Orozco

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• Craftwater submitted 60% plans, staff is currently reviewing them. • Craftwater has received Second Amendment to contract and is now able to proceed with rest of survey work at Las Palmas Park, on April 4, 2026 • Public engagement workshops were completed on April 4, 2026, April 11, 2026, and May 30, 2026. • Staff is reviewing 100% plans and bid documents • Going out to bid from January to February 2027. • Anticipate to finish construction by April 2028 .			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
2.	Calles Verdes Project Phase 2	Workman Drainage Improvement/ Infiltration Project	• Received feasibility study from CWE - Aug 6, 2025 • In May 2026, the Project received full funding for the design phase from the Safe, Clean Water Program • Granting agency to send agreement to the city TBD..	No action is needed at this time.	TBD	Manuel Fabian
3.	Las Palmas Park Revitalization Project	Multi-field and facility renovations, splash pad, ADA playground, lighting, exercise equipment.	• Phase II construction cost estimate completed for RPOSD Grant application • Phase I and Phase II of project presented at Parks, Wellness, and Recreation Meeting on 9/11/25 • Scope modifications presented and approved at 2/17/26 City Council Meeting	None at this time	June 2027	Patsy Orozco / Willdan

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• Staff presenting scope modifications to granting agency for final approval. Pending state's response and approval as of March through July 2026. • Sent monthly reminder email to the state on August 3, 2026.			
4.	Pacoima Wash Connectivity Project (aka Cindy Montañez Natural Park Improvements)	$7.5M Caltrans grant for Pacoima Wash Path extension, lighting, restrooms, landscaping, and permanent memorial sign.	• On March 14, 2026, the City held the first Community Outreach Workshop at Cindy Montañez Natural Park. • On May 18, 2026. Kimley-Horn presented project concept to City Council. • On May 30, 2026, the City held the last	10/5/26	October 2027	Patsy Orozco / Willdan

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			public outreach event at Foodzilla. • On August 3, 2026, Kimley-Horn presented final concept to the City Council. • On October 5, 2026, Kimley-Horn will present final concept design to City Council and seek approval to release a Notice Inviting Bids for the construction.			
5.	San Fernando Mission Trail Restoration Project (Phase I–III)	Restores bike path lighting with LED/solar tech, smart controls, and sustainability features.	• Scope includes assessment, design, implementation, and maintenance planning • Project pending funding availability.	TBD	TBD	Patsy Orozco / Willdan
6.	HSIP Traffic Signal Modification Project	Upgrades signals at 9 intersections with poles, pedestrian	• Project closeout underway	Construction acceptance – September 2026	September 2026	Manuel Fabian / Willdan

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		heads, controllers, signage, and striping.				
7.	Citywide Traffic Signal Synchronization Project	Synchronizes signals at 13 intersections with new GPS units, controllers, and timing charts.	• Construction started on December 1, 2025. • Contractor installed all GPS units on June 28, 2026. Contractor is working on removing the old antennas from traffic signals. • Anticipate to accept the project in September 2026.	Project acceptance – September 2026	September 2026	Manuel Fabian / Willdan
8.	Citywide Signage Upgrades	Citywide replacement of 3,100+ signs (wayfinding, regulatory, trolley).	• Phase I (wayfinding/trolley signs) complete • Phase II starts FY 2025–26 • Staff has commenced ordering signs for Phase II . Signs include school zone signs, parking restriction signs for	None at this time	Phase I completed March 2026 Phase 2 pending available funding. 8/19/2026 Waiting on funding	Manuel Fabian/ Rodrigo Mora

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			recently painted curbs and other signage to address recent safety concerns • Signs received. Public Works to schedule installation of signs • Staff began installing signs around San Fernando Middle School and O'Melveny Elementary School. School areas completed. • Additional signs ordered. Waiting for the sign delivery to start phase II. Phase II finished 4-1-2026. New sign to be ordered 4-1-2026. Quotes were received for the missing city street signs. Will order signs			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			on 4/29/2026. Signs were ordered. 75% finished. 2/12/2026.			
9.	Residential Permit Parking (RPP) Program	Updates to residential/commercial parking policies, smart meters, data collection, and enforcement guidelines.	• Data collection and engagement completed • 400+ survey responses received • Code amendments split for Council review Sep 2, 2025 • Meeting with Finance, Police and Public Works Departments conducted on November 3, 2025. • Staff is currently evaluating the Administrative Guidelines and tentatively scheduled for the October City Council meeting.	Administrative Guidelines will be presented to Council in October 2026.	Winter 2026	Greg Steigerwald / Dixon Resources Unlimited

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
10.	Fixed Route ADA Sidewalk Improvement Project	Upgrading damaged and non-ADA compliant sidewalks, drive approaches, curbs, gutters, and ramps along key transit routes (Truman St., Hubbard Ave., 7th St., Harding Ave.).	• Field-check sites • Prepare cost estimates • Prepare project specifications • Identify conflicting utilities • Identify business access impacts • Complete project specifications, construction quantities, and advertise project for construction.	Award construction contract (tentatively September 2026)	January 2027	Manuel Fabian / Willdan
11.	Emergency Generator Installation at Las Palmas and Recreation Park Facilities	Installation of generators to ensure park cooling centers remain operational during outages/extreme weather. Supports resilience, emergency services, and community safety.	• Two generators received and placed on pads • Design for connection to switching mechanism/ building in plan check • Project remains in plan check;	Approve Notice of Completion	TBD	Rodrigo Mora

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			Engineering coordinating with Community Development to finalize. Waiting on Fire Department approval. Engineering firm hired to create the wiring plans will submit UL specifications to the fire department again. • Waiting for Fire Department approval 1/21/2026. Waiting for Fire Department approval. 2-25-2026. Same wait 4-1-2026. Waiting on the fire department and plans from the contractor. 4/28/2026. • Plans were approved by the fire			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			department, waiting on our building department to approve. 5/12/2026. • 7/8/2026 Revising plans to comply with regulations and budgeting. • 7/20/2026 Revising plans to comply with regulations and budgeting. Plans still being revised 8/19/2026. • 8/31/2026			
12.	Recreation Park Bathroom Renovation	Renovation of existing restrooms to create safe, accessible, sustainable facilities.	• Assessment & planning underway • Design criteria and cost estimates in progress Procurement of contractors next • Construction to be phased • Post-construction inspection and	To Be Determined	To Be Determined	Rodrigo Mora

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			feedback planned. TBD • Scope of work and funding TBD waiting for funding and approval 2-25-2026.. Waiting on funding and direction 8/19/2026. 8/31/2026			
13.	Downtown Trash Enclosures	Renovation of City-owned trash enclosures in the Mall area.	• Community Engagement Event was held 10/8/25 and 7/30/26 • Design concepts were scheduled for the August 3, 2026 City Council meeting and was tabled to a future meeting.	Council discussion on preliminary design – September 2026	TBD	Manuel Fabian / Willdan
14.	Sidewalk Condition Assessment	Citywide assessment and mitigation plan for sidewalk hazards.	• Precision Concrete Cutting awarded contract • Sidewalk cuts in Grid F, G, E and D are complete.	No Council action required	October 2026	Patsy Orozco

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• Contractor currently working on sidewalk cuts in Grid C			
15.	Project Labor Agreement	Evaluation of PLA benefits, costs, and legal requirements.	• Conducting research on scope, costs, legal compliance • Preparing report for Council.	To be scheduled for Council consideration	TBD	Richard Padilla / Bonnie Tam
16.	City Fleet Replacement & Heavy Equipment Program	Replacement and optimization of City fleet and heavy equipment.	• Needs assessment in progress • Quinn Company developing loader/backhoe specifications • PD vehicle right-sizing under review. Backhoe was purchased along with 3 new Police vehicles, and 8 Water Division trucks were leased. Operations approved fleet order has been placed and waiting for Ford Motor Company to build.	Recommendations to be included in FY 25–26 Budget Need direction on other fleet procurement.	Ongoing	Bonnie Tam

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			Waiting on Ford to build the new vehicles 4-1-2026. Waiting for the PO change order for the Quinn attachments per Erica Melton. 5/12/2026. Two new Operations vehicles have arrived, waiting on 11 more. 3/31/2026, One more vehicles has been delivered, waiting on ten more.			
17.	Overhead Mast Arm Street Name Sign Replacement Project	Replacement of outdated/damaged street name signs.	• Citywide survey planned • Design to include reflective/LED signs • Coordination with Caltrans required.	Ongoing	TBD	Manuel Fabian
18.	Phase 2: Fog Seal Coating Public Parking Lots	Additional pavement treatments and repairs for 5 lots.	• 4 bids received Sept 4, 2025 • Staff reviewing bids. • Project scheduled for FY26/27 paused due	Rejection of Bids, and approval of project specs: September 8, 2026	N/A	Manuel Fabian

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			to the outdate of bids received in September 2025.			
19.	Recreation Park Field Rehabilitation	Replacement of failed sod installation.	• RFP for consultant under development.	TBD	TBD	Manuel Fabian/Willdan
20.	IPS Smart Meter Installation	Replacement of coin meters with smart meters.	• 91 smart meters installed March 2025 • Noncompliant meters removed • Phase 3 financial analysis underway.	No Council action required	Ongoing	Greg Steigerwald/Walter Dominguez (PD)
21.	Well 2A Nitrate Water Treatment Facility Project	Construction of a new nitrate removal treatment facility capable of reducing nitrate concentrations to levels compliant with State Water Resources Control Board – Division of Drinking Water (DDW) standards.	• 9-2-25 - City Council approval • Envirogen designing new 2000 gpm system and coordinating with Civiltec and General Pump for the new building design – On Going • Well Treatment Plant design had to be reduced to 1600 gmp due to liner installed	No Council action anticipated.	Construction December 30 2027 – DDW permit to operate by January 2028	Victor Meza, Alex Mendez and Manuel Fabian

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			reduces diameter of casing . Staff is working with Civiltec and Envirogen to design treatment plant, As of June 8th 2026 staff has begun to receive ION Resin for new system. Staff is preparing to receive equipment related to the new treatment plant from Envirogen and as a result have to relocate bins from Well2 to a new temporary location in preparation of construction activities.			
22.	Well 2A Building Expansion Project	Site improvements and building upgrades to house the treatment process, improve security, and	• 9-2-25 - City Council approval for design drawing • Civiltec currently working with Envirogen and	Next update will be presented at the October 5, 2026 City Council meeting.	June 2028	Victor Meza, Alex Mendez and Manuel Fabian

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		extend the useful life of the facility.	General Pump for design of building. Geotech services conducted on Week of Oct 6, 2025 • Staff received notice of Sovern Immunity for this project allowing the City to control its own set backs and permitting • Staff is requesting an 2 year extension from Granting Agency to complete the project-Approved • Civiltec developing submittals for long lead time equipment MMC panels to get these going asap. • NPDES permit fees are being processed and – Driveway expansion is being requested through LACity PW. June 8th			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			2026 CEQA Documents have been developed and are currently under review • Permit A was filed with the City of Los Angeles in July 2026. •			
23.	Phase 4: Annual Street Resurfacing Program	Various	• Developing Funding for Annual Street Resurfacing Program • Staff will begin working with consultant to prepare bid package • Bid Package under review before publishing • Project Scheduled for FY26/27. Developing specifications in August 2026.	Bid Release Authorization to go to Council on October 5, 2026	June 2027	Manuel Fabian / Willdan
24.	Graffiti Abatement Program	Public Works monitors and	Addressed as reported. Graffiti	N/A	Ongoing	Bonnie Tam

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		addresses as situations arise.	continues to be addressed daily, additionally Community Development, Police and Public Works have implemented a joint team effort to combat graffiti. Staff continue addressing graffiti and conducting meetings on how to improve the process. 2-25-2026. Ongoing, over 4000 SQFT has been removed 4-1-2026.			
25.	Crosswalk Safety at SF Middle School	To be included in the slurry seal project.	• Quotes from LA County Public Works and Contractor received for discussion. Finished by LA County Public Works.	TBD	2026	Bonnie Tam

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
26.	Milkweed Project	City Council has requested the installation of additional Milkweed at City parks, including Cindy Montanez Park. The City will also seek out opportunities to add milkweed signage at the park and create citywide milkweed initiatives.	• Staff will assess costs to implement Council's request. • Funding and scope of work to be determined. • Finished phase 1. 1/26/2026 Need funding for further phases. Ongoing, waiting for direction and funding. 2-25-2026. Waiting on direction. In addition, a project is in the planning stages for the Cindy Montañez Park project, where additional milkweed could be installed 4/1/2026). • Project will be included in the Cindy Montanez project. 7/20/2026 Project will be included in	First Council Meeting in January	FY 2026-2027	Public Works Operations

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			the Cindy Montanez project. • • Project will be included in the Cindy Montanez project. 8/19/2026.			
	Police Department					
1.	Police Station Cameras and Parking Lot Security Improvement Project	Enhancing Police Station security with UASI 2022 grant funds. Includes new cameras, upgraded resolution, modern access control (key fobs), and parking lot security improvements (controlled access gate, wrought iron fence, mesh screen). Budget: $114,408 (cameras/access control) and $89,982 (parking lot security).	• Council approved contract amendment with BearCom on Nov 18, 2024 • Cameras/Access Control implementation began Nov 2024, completed May 2025 • Staff received 2024 UASI Subaward Agreement from City of LA • Parking Lot Security project pending draft of RFP	• Cameras/ Access Control: No further action • Parking Lot Security: 2024 UASI Subaward Approved. • Approve RFP for parking lot improvements	Parking Lot Security: Dec 2027	CJ Chiasson

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
2.	Police Officer Staffing Update	City Council approved $40,000 recurring budget for Corporal Program and $15,000 for recruitment enhancements. Supports succession planning and filling vacancies.	• 30 sworn positions filled • 1 in field training • 4 applicants in background process • 1 Officer in the police academy and another Officer awaiting the start of Module I of the academy. • 2nd commander promoted.	• No additional Council action required	Ongoing	CJ Chiasson
	Administrative Services Department					
1.	Enterprise Resource Planning Software (Finance System)	The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. Staff is preparing for transition to a new system. Phase I goals include development of General Ledger –	• Initial vendor demonstrations held in June–July 2024. • Two vendors invited for onsite presentations in Aug–Sept 2024. • City Council approved Tyler	Additional hardware needs (e.g., AP/Payroll check printer, check scanner/receipt printer, cashiering drawers, barcode scanners, etc.) to be included in FY 2025-2026 Budget.	Implementation began Apr 2025; up to 24 months across 3 phases (Financials, Utility Billing, HR/Payroll) but was paused due to staffing shortages. Deadline for full	Art Ziyalov

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		Financials and data migration. The FY 2024-2025 Budget includes $100,000 for implementation and $40,000 for ongoing subscription costs.	Technologies ERP on Nov 18, 2024. • Project kickoff call held Mar 19, 2025 (timeline, resources, multi-phase plan reviewed). • Test environment deployed. • Weekly project meetings underway.		completion by October 2027.	
2.	Update on City's OPEB/Pension Liabilities	The City provides full-time employees with CalPERS pension benefits and OPEB for certain retirees. Council requested informational presentation on OPEB actuarial report and investments from the City's financial advisor.	• Staff coordinating with actuarial consultant (Foster & Foster). • Data provided to consultant for updated valuation report (FY ending June 30, 2025). • Presentation provided to City Council on Feb 21, 2025. • Appropriation of $724,340 approved	Updated Pension and OPEB presentation to Council to be provided along with new valuation report and long-range financial forecast (January 2027)	Ongoing	Erica Melton

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			in FY 2025-2026 Budget to continue OPEB pre-funding. • Pension and OPEB presentation provided to Council on 08/17/2026 along with pension obligation tax levy recommendation.			
3.	Alternative Insurance Risk Management Pool Review	City Council direction provided on 11/10/2025 to review California Joint Powers Insurance Authority (JPIA) as an alternative to current Independent Cities Risk Management (ICRMA) for any cost savings.	• Initial contact sent to California JPIA in November 2025 for new public agency partner criteria, but no response received. • Additional inquiry sent in Dec. 2025. • On January 13, 2026, CJPIA responded to the City's inquiry and stated that the risk pool takes a conservative approach in	• October 2026 – Staff will return to City Council with risk management pool options and associated costs	October 2026	Sergio Ibarra

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			accepting new members with a Police Department. • Additional information was requested from CJPIA on January 23, 2026, regarding their new membership application process and their ideal risk loss history for new members. • On 2/9/2026 - Staff met with the CJPIA Representative to review their Risk Management Programs. CJPIA provided additional information regarding their ideal risk management profile for Cities that have their own Police Departments and looking at a 10 Year			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			Loss Run. CJPIA Staff stated they are highly selective for new members. • Additionally, CJPIA staff will provide clarification if they provide insurance for Cities that have their own Water Systems. • Staff followed up with CJPIA regarding next steps for membership evaluation. • 05/18/26 – City Council approved issuing notice of intent for withdrawal to ICRMA • 05/29/26 – Notice of Withdrawal Letter issued to ICRMA for including in June 2026 Meeting Agenda			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
			• 08/18/26 – Response received from CJPIA that membership could not be considered as they are not accepting any agencies with police exposure due to the increasing cost of liability coverage and carriers' concerns • 08/20/26 – Staff attended ICRMA Board Meeting and received presentation on future pool options • 08/21/26 – Staff met with Alliant Broker Services to review various options for the City Risk Management Pool Insurance needs.			

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
	Recreation & Community Services					
1.	Campana de Libertad Home Placement	Permanent home for the 440-pound bronze and copper Liberty Bell replica, donated by Mexican dignitaries and unveiled in San Fernando on September 16, 2023.	11-2025: Discuss with Public Works regarding potential location.	Council directed Public Works and Recreation Department to look at the possibility of housing the Bell at City Hall.	FY 26-27	Julio C Salcedo
2.	City of San Fernando - FTBMI MOU for Rudy Ortega Park	Update to existing Agreement between the City of San Fernando and the Fernandeño Tataviam Band of Mission Indians for Rudy Ortega Sr. Park.	12/2025 Internal meeting held and direction gotten from City Manager's Office on Working on an all encompassing MOU with FTBMI and having the different existing MOUs as subsections.	Tentatively for June 2026	FY 26-27	Julio C Salcedo
3.	Cesar Chavez Memorial MOU with Pueblo Y Salud	Current MOU was extended on March 2022 to March 2027. This allows PYS access, with advance City approval, to hosts fundraisers and	No scheduled programming at the moment.	Tentatively November 2026.	MOU Expires March 2027.	Julio C Salcedo

	Project Title	Description	Status / Completed Actions	Next City Council Action	Tentative Completion Date	Staff Project Lead
		educational programming benefitting the upkeep and maintenance of the memorial				
4.	Rudy Ortega FTBMI Sign Project	The installation of interpretive signage depicting the Native people of the region and highlighting their cultural importance.	Staff is currently making sure that an MOU is secured before looking into bringing this project in front of council. There are long term maintenance assurances that need to be addressed.	Approve MOU once draft has been finalized and agreed to by City staff and FTBMI.	TBD	Julio C Salcedo

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 2026-2027 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. Legislative Advocacy Updates

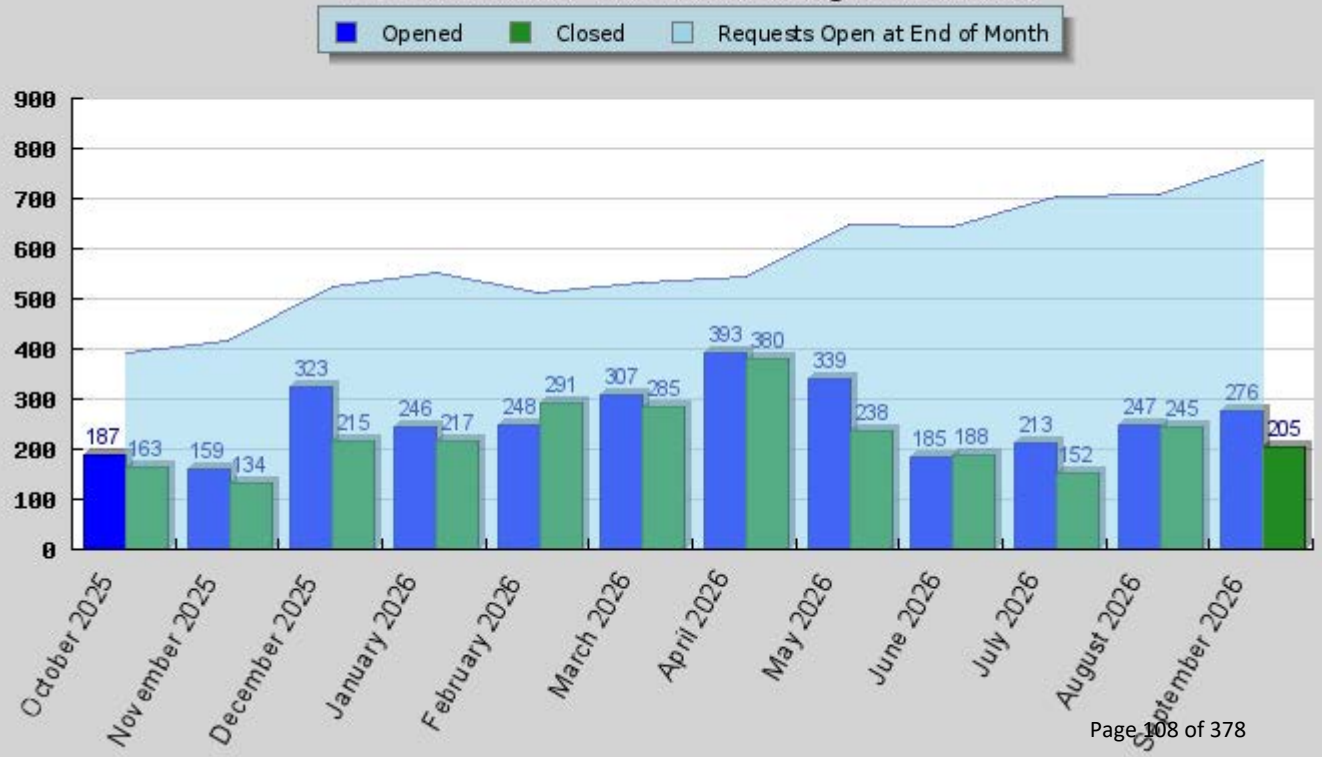
ATTACHMENT "A"

One Year Analysis of Opened Requests
Ending September 2026

	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul	26-Aug	26-Sep	Total
Community Development													
Building Code Violation	7	7	4	8	6	3	12	10	5	13	11	14	**100**
Homelessness Outreach	11	9	19	20	35	11	25	30	4	7	15	2	**188**
Property Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total - Community Development	18	16	23	28	41	14	37	40	9	20	26	16	288
Police													
Abandoned Vehicle	9	4	10	8	4	6	16	7	11	4	16	12	**107**
Illegal Fireworks	1	3	1	1	0	0	0	1	3	8	1	0	**19**
Total - Police	10	7	11	9	4	6	16	8	14	12	17	12	126
Public Works													
Bus Stop/Shelter Maintenance	0	0	0	0	0	0	0	1	1	0	1	0	**3**
City Trees	9	7	4	4	4	6	14	42	13	22	19	44	**188**
Graffiti and Sign Posting on P	50	32	79	58	82	102	103	72	51	61	70	54	**814**
Graffiti on Private Property	14	4	37	8	21	15	64	40	16	19	18	14	**270**
Illegal Dumping and Litter	50	56	87	67	44	59	53	56	44	33	51	58	**658**
Park Maintenance	5	3	7	1	0	3	3	7	1	10	6	11	**57**
Sidewalk Repair	1	6	9	4	6	6	10	8	7	6	5	8	**76**
Storm Drain and Flooding	1	0	3	0	0	1	2	0	4	1	2	5	**19**
Street Lighting	12	15	30	36	20	20	19	16	5	3	7	9	**192**
Street Repair	1	5	12	17	12	10	8	13	6	3	5	8	**100**
Street Signage	7	3	14	5	8	55	55	28	7	20	17	34	**253**
Traffic Signal	9	5	7	9	6	10	9	8	7	3	3	3	**79**
Total - Public Works	159	136	289	209	203	287	340	291	162	181	204	248	2709
All Topics													
Total All Topics	187	159	323	246	248	307	393	339	185	213	247	276	**3123**

Open Vs. Closed Requests by Month

For Date Period 10/01/2025 through 09/30/2026



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	778,612	71,388
6	In Progress	Homeless Outreach Services	300,000	297,531	2,469
7	Complete	Pioneer Park Project	255,235	255,235	-
8	In Progress	Downtown Master Plan	250,000	177,890	72,110
9	Complete	Annual Street Repavement - Phase III	250,000	250,000	-
10	In Progress	Technology Improvements	179,845	54,356	125,490
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	113,452	36,548
12	In Progress	City Mobile App - Virtual San Fernando	148,101	106,662	41,439
13	Complete	Feasibility Study - New City Park Space	49,592	49,592	-
14	In Progress	Sidewalk Repairs	1,016,991	977,004	46,143
15	In Progress	First Time Home Buyer & Rehab Loan Program Revolv	50,000	31,128	18,872
21	In Progress	Bus Shelter Project	114,939	114,939	-
16	In Progress	Las Palmas HVAC Project	399,848	392,011	7,837
17	Complete	Citywide Curb Repainting	200,000	200,000	-
18	Complete	City Hall Beautification	99,770	99,770	-
19	Complete	Park IT Server Room Transition	45,611	45,611	-
20	Complete	Wifi at LP & Recreation Park w/Computer Rooms	20,254	20,254	-
		Total	**5,818,339**	**$ 5,402,199**	**$ 422,296**

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.*

ATTACHMENT "C"

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Dept.
2556	6/10/2026	8/3/2026	John Perez	Acting Police Chief	HR
2413	8/4/2025	8/4/2026	My Valley Pass	City Marketing Campaign	CMO
2281	8/5/2024	8/5/2026	Enterprise Fleet Management	Lease of 2024 Chrysler Voyager LX Passenger Van, taxes, titles, registration, destination charges, outfitting to support implementation of SAHMSA grant	PW
2507	5/5/2026	8/5/2026	Clean Energy	Assessment of Repairs at CNG Station	PW
2464(a)	8/5/2026	8/6/2026	GEC Events	First Amendment to Special Event Production and Support Services	CMO
2521	5/19/2026	8/15/2026	James Elliott Entertainment	2026 Summer Concert Performance	RCS
2514	4/20/2026	8/22/2026	Stone Soul	Summer Concert Series Entertainment	RCS
2522	5/28/2026	8/29/2026	Dominguero	Entertainment for City's 115th Birthday Event	RCS
2554	7/1/2026	8/31/2026	RCS Investigations	Executive Background Investigation Services)	HR
2287(a)	9/1/2025	9/1/2026	Habitat for Humanity of Greater Los Angeles (Habitat LA)	First Amendment to Administer a Home Rehabilitation Program	CMO
1997	9/20/2021	9/30/2026	Utility Systems Science and Software, Inc.	Professional Services Agreement for Sewer Overflow Monitoring Services	PW
2433	10/6/2025	9/30/2026	California Office of Traffic Safety (OTS)	Selective Traffic Enforcement Program (STEP) Grant funds	PD
2473	1/5/2026	9/30/2026	University Corporation at California State University, Northridge (CSUN)	Provide Volunteer Income Tax Assistance (VITA) services and Financial Literacy Workshops	RCS
2524	6/17/2026	9/30/2026	Little John-Reuland Corporation	On Call Electrical Services for Water Division Infrastructure System	PW
2577	6/4/2026	9/30/2026	Strategic Engineering & Automation Systems	SCADA RF Radio Communications Restoration, Network Assessment, Ethernet Cabling Work, and Device Testing for Schneider-Electric JR900 and Trio Systems	PW
2434	10/6/2025	10/6/2026	Asociación de Jaliscienses Unidos en Acción (AJUA)	Provide Mexican Consular Services	CMO
2206	10/16/2023	10/16/2026	Paymentus Corporation	Master Services Agreement for electronic/ online Payment Services	FIN

2206(a)	9/19/2024	10/16/2026	Paymentus Corporation	Amendment No. 1 to Master Services Agreement for electronic/ online Payment Services (Increasing scope of work)	FIN
2302(a)	10/7/2025	10/18/2026	I Ramirez Corp	First Amendment to On-Call Street and Sidewalk Repair Services for Water Division	PW
2299(a)	11/17/2025	10/21/2026	North Valley Caring Services	First Amendment to Provide Comprehensive Homeless Services	CMO
2300(b)	11/17/2025	10/21/2026	Home Again LA	Second Amendment to Provide Comprehensive Homeless Services and Financial Assistance Program	CMO
2122	10/23/2022	10/23/2026	BKK Working Group	Second Tolling Agreement - Successor Agreement to 2019 Agreement that tolled any Applicable Statute of Limitations governing Claims that could Assert against City or vice versa	ADM
2301	10/7/2024	10/31/2026	Acorn Technology Services	Provide Information Technology Managed Services	FIN
2301(a)	10/6/2025	10/31/2026	Acorn Technology Services	First Amendment to Provide Information Technology Managed Services (Expanding Scope of Work to Include M365 Migration)	FIN
2569	7/1/2026	10/31/2026	Moore & Associates	Federal Transit Administration (FTA) Title VI Program Plan Development	PW
2448	11/1/2025	11/1/2026	CoStar	License for Real Estate Data Website	CD
2562	10/24/2026	11/3/2026	Los Angeles County Registrar/Recorder	Check-In Center Plan November 3, 2026 General Election at Lot 6N	CLK
2581	8/28/2026	11/6/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Election Plan for Recreation Park for November 3, 2026 Election	CLK
2582	8/28/2026	11/6/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Election Plan for Las Palmas Park for November 3, 2026 Election	CLK
2494	3/18/2026	11/9/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Facility Use Agreement for Recreation Park, Multi-Purpose Room for June 2, 2026 Election	CLK
2495	3/18/2026	11/9/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Election Plan for Recreation Mark, Multi-Purpose Room for June 2, 2026 Election	CLK
2496	3/18/2026	11/9/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Facility Use Agreement for Las Palmas Park, Arts and Crafts Room for June 2, 2026 Election	CLK
2497	3/18/2026	11/9/2026	Los Angeles County Registrar-Recorder/County Clerk (Elections)	Vote Center Election Plan for Las Palmas Park, Arts and Crafts Room for June 2, 2026 Election	CLK
2038(a)	11/19/2024	11/19/2026	Michael Baker International	First Amendment for CDBG Program Implementation and Administration Services (Utilizing (2) one-yr extensions	ED
2214	11/28/2023	11/30/2026	Susan Saxe-Clifford and Associates	Psychological and Fitness for Duty Evaluations for Police Officer applicants, current staff, and Concealed Carry Weapon (CCW) license evaluations for CCW applicants.	PD

2205(c)	8/11/2026	12/5/2026	Initiating Change in Our Neighborhoods Community Development Corporation (ICON CDC)	Third Amendment to MOU to Provide Free Services to entrepreneur and Small Business Owner in the City	CMO
2046(b)	12/1/2025	12/6/2026	GMU Pavement Engineering Services	Second Amendment to Pavement Design Services	PW
2044(c)	1/14/2026	12/6/2026	CWE	Third Amendment to Water and Wastewater Engineering Services	PW
2428(a)	6/15/2026	12/30/2026	Civiltec Engineering, Inc.	First Amendment for Water Master Plan Development Services	PW
1875(b)	1/1/2024	12/31/2026	Los Angeles Department of Water and Power, Crescenta Valley Water District, Cities of Glendale, Burbank, and San Fernando	Amendment No. 2 to the Cost Sharing Agreement Regarding the Allocation of Costs of Watermaster Services and Watermaster's Legal Services for the Upper Los Angeles River Area Groundwater Basins (ULARA)	ADM
2286	9/3/2024	12/31/2026	TreePeople	Project Management, Grant Administration, Community Engagement, and Landscape Planting for Carlisle Green Alley Project, CNRA - UG2106-0, Job No. 7628, Plan No. P-745	PW
2309	10/21/2024	12/31/2026	Precision Concrete Cutting	Sidewalk Assessment, Repair and Maintenance Services (Cooperative Purchase: Keystone Purchasing Network Contract No. KPN-202201-04)	PW
2041(a)	11/18/2024	12/31/2026	Bear Communications, Inc. dba BearCom	First Amendment to City-Wide Radio System and Wireless broadband Video Network Maintenance Services, and Installation and Maintenance of Security Camera System and Access Control System (Extending Scope of Work and increasin compensation)	PD
2107(b)	11/5/2025	12/31/2026	RJM Design Group	Second Amendment for Design of Las Palmas Park Revitalization Project	RCS
2147(d)	12/24/2025	12/31/2026	Dudek	Fourth Amendment for Downtown Master Plan	CD
2424(a)	3/25/2026	12/31/2026	Civiltec Engineering, Inc.	First Amendment for Engineering Services for Well 2A Nitrate Treatment System	PW
2576	8/17/2026	12/31/2026	Baker Tilly Advisory Group, LLP	Fiscal Model and Financial Heath Indicators Development Services	AS
2475	1/20/2026	1/20/2027	Strategic Leadership Consultants (SLC)	SFPD Consulting Services for the Police Department's Implements of Policy, Accountability, Culture, and Risk-management Reforms	PD
2477	1/20/2026	1/31/2027	The Merino Group	Public Relations and Crisis Communications Consulting Services	CMO
2518	6/8/2026	1/31/2027	Civiltec Engineering, Inc	Development of an America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan	PW
1731(b)	8/15/2022	2/14/2027	Republic Services	Solid Waste Collection Services (3 year extension)	PW
2493	4/6/2026	2/15/2027	R3 Consulting Group, Inc.	Solid Waste Management Consulting Services	PW

ATTACHMENT "D"

THE CITY OF SAN FERNANDO

To: Mayor Victoria Garcia and Councilmembers

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

Date: October 5, 2026

Subject: Summary of 2026 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, 2026 – Present):

1. **Oppose LA County Motion (Mitchell)** re: General Sales Tax Increase to Offset Healthcare Funding Shortfall (2/4)
2. **Oppose AB 1768 (Bryan)** - Transactions and Use Taxes: Los Angeles County (5/21)
3. **Support for SB 1270 (Richardson)** - Wildfire mitigation program: financial assistance to counties (5/27)
4. **Support SB 1422 (Durazo)** – Medi-Cal Eligibility: Immigration Status (5/27)
5. **Support AB-2600 (Bonta)** – Immigration: Access to Legal Counsel (5/27)
6. **Letter to Metro over SB 79 Concerns** – Regarding concerns over future Metrolink double-tracking triggering an SB 79 zone in the City (6/30)
7. **Support Proposition 36 Funding** – Support Request for $400 Million in Funding for Recovery Support Services and Substance Use Treatment (7/16)
8. **Oppose Governor Proposed Wildfire Recovery Reforms** – Oppose Proposed reform package that would bail out electric utilities and limit how cities can recover damages following a utility-caused wildfire (8/11)

Additionally, the City has submitted letters of support for funding requests and initiatives for the following community-based organizations and legislators (January 1, 2026 – Present):

1. **Habitat LA** – Commemorative Letter for the Los Angeles Builders Ball (2/10)
2. **Congresswoman Rivas, Senator's Schiff and Padilla** – In Support of Pacoima Wash Greenway Segment 1b Project (2/18)
3. **Congresswoman Rivas** - In Support of San Fernando Community Health Community Project Funding Request (3/4)
4. **Congresswoman Rivas** - In Support of Northeast Valley Health Corporation Community Project Funding Request (3/4)
5. **Congresswoman Rivas, Senator's Schiff and Padilla** – In Support of FTBMI's Federal Appropriations Requests (3/11)

6. **Senator's Schiff and Padilla** - In Support of Northeast Valley Health Corporation Community Project Funding Request (3/11)
7. **Letter to LAUSD** - In Support of Renaming Cesar Chavez Learning Academies (4/8)
8. **Letter to Republic Services** - In Support of Renaming Cesar Chavez Scholarship (4/8)
9. **Substance Abuse and Mental Health Services Administration** (SAMSHA) - El Centro de Amistad Zero Suicide Grant (4/11)
10. **State Senator Menjivar & Assemblymember Rodriguez** - Request to Change the Date of United Farm Workers Day (4/15)
11. **Congresswoman Rivas, Senator's Schiff and Padilla** – Advocating for Congressional Action to Strengthen Investigations into Abuse Against Women (5/27)
12. **Letter to Safe Clean Water LA** - In Support of Pacoima Wash Greenway Segment 1b Project (6/9)
13. **Supervisor Horvath** –Discretionary Funds for Home Again LA Programming (6/24)

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager
By: Anthony Miranda, Interim Police Chief
CJ Chiasson, Administrative Commander

Date: October 5, 2026

Subject: Consideration to Award a Professional Services Agreement to J&B Electronic Doors for the Installation of Security Gates and Perimeter Upgrade Enhancements at the Police Department Facility

RECOMMENDATION:

It is recommended that the City Council:

a. Award a Professional Services Agreement to J&B Electronic Doors (Attachment "A" – Contract No. 2588) for installation of security gates and perimeter upgrade enhancements at the Police Department Facility located at 910 First Street; and

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

BACKGROUND:

1. In October 2023, the Police Department submitted a grant application to the Los Angeles County Police Chiefs Association (LACPCA) for 2024 Urban Area Security Initiative (UASI) grant funds to address security vulnerabilities in the Police Department's Detective Parking (West) Lot at the Police Department facility located at 910 First Street.

2. On November 29, 2023, the Police Department received notification of a 2024 UASI grant award in the amount of $82,982 to fund security improvements to the Detective Parking Lot.

3. On July 7, 2025, the City Council approved the 2024 UASI Subaward Agreement (Contract No. 2393) and adopted Resolution No. 8395 amending the Fiscal Year (FY) 2025-2026 Budget to appropriate the grant expenditures and revenues for the UASI 2024 grant funds.

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

4. On May 4, 2026, the City Council approved the release of a Request for Proposals (RFP) for the installation of security gates and perimeter upgrade enhancements at the Police Department.

5. On May 7, 2026, the City released the RFP seeking qualified, licensed contractors to furnish and install the grant-funded security improvements. The RFP included a mandatory site walk-through on May 22, 2026 and established June 11, 2026 as the deadline for proposal submissions.

6. On June 11, 2026, the City received proposals from J&B Electronic Doors and LTS Property Services in response to the RFP.

7. On June 26, 2026, staff requested revised proposals to reduce project costs within the available grant budget. Revised proposals were submitted by J&B Electronic Doors and LTS Property Services on July 3, 2026.

8. Following receipt of the revised proposals, a three-member evaluation panel, consisting of the Police Department's Administrative Commander, Operations Commander, and Detective Sergeant, independently reviewed and scored the proposals using the criteria established in the RFP.

ANALYSIS:

The Urban Area Security Initiative (UASI) Grant Program provides federal funding to help local jurisdictions strengthen their ability to prevent, prepare for, respond to, and recover from terrorism and other emergencies. The Police Department receive $82,982 in 2024 UASI grant funds to address security vulnerabilities in the Detective Parking Lot.

The grant-funded improvements are intended to restrict unauthorized access and surveillance, improve public safety, and protect Department vehicles and equipment. The Department has until January 2027 to complete the project and expend grant funds.

To implement the project, the City issued a Request for Proposals (RFP) seeking a qualified, licensed contractor to furnish and install the security improvements. The original scope of work outlined in the RFP included a motorized controlled access sliding gate and pedestrian access at the Detective Parking Lot, integration with the Department's existing access-control system, guardian-style wrought iron fencing, mesh privacy screening at the Patrol (East) Parking Lot and related electrical and safety components.

The City received two (2) proposals in response to the RFP. After reviewing the proposals, staff determined that the proposed project costs exceeded the available UASI grant budget of

$82,982. Staff subsequently requested revised proposals that would reduce project costs while maintaining the intent and purpose of the grant-funded project. Proposers were permitted to remove certain project components (the mesh screen, guardian-style fence topper, and/or second pedestrian gate) or propose alternative modifications to reduce costs.

A three-member evaluation panel independently reviewed and scored the revised proposals using the criteria established in the RFP:

- Demonstrated experience and qualifications (35%)
- Cost competitiveness and completeness (30%)
- Proposed schedule and ability to meet UASI deadlines (20%)
- Quality of proposed materials, approach, and compliance (10%)
- References (5%)

The RFP provides that the City may select the proposal that best meets the City's needs, which may not be the lowest-cost proposal. The evaluation results are summarized below:

Proposer	Proposal Amount
J&B Electronic Doors	$89,205
LTS Property Services	$82,520

Although J&B Electronic Door Service, Inc. submitted the higher-cost proposal, it received the highest overall evaluation score based on the criteria established in the RFP. J&B received higher scores in demonstrated experience and qualifications, proposed schedule and ability to meet the UASI deadlines, and overall cost competitiveness and completeness. Based on the evaluation of the criteria established in the RFP, staff determined that J&B Electronic Doors submitted the proposal that best meets the City's needs.

BUDGET IMPACT:

The City received $82,982 in 2024 UASI grant funds for the Police Station Security Enhancement project (Account #010-220-3753-4600). The recommended contract with J&B Electronic Doors is $89,205, which exceeds the current grant award by $6,228.

The Department has consulted with its UASI grant manager regarding the additional project costs. The grant manager has indicated that additional UASI grant funds may become available as other projects close out, which could offset the City's cost variance. Staff will pursue reimbursement for all eligible expenditures through the UASI grant. If sufficient UASI funds are not available to cover the full contract amount, the excess amount of $6,228 will be transferred

from the Department's equipment maintenance account (Account #001-222-0000-4320) to fund the balance of the capital project (Account #001-222-3753-4600).

CONCLUSION:

Staff recommends that the City Council award a professional services agreement to J&B Electronic Doors in an amount not to exceed $89,205 for the installation of security gates in the Detective Parking Lot and perimeter upgrades to the Police Department facility located at 910 First Street.

ATTACHMENT:

A. Contract No. 2588, including:
    Exhibit "A": City's RFP
    Exhibit "B": J&B Electronic Doors Proposal
    Exhibit "C": J&B Electronic Doors Revised Proposal

ATTACHMENT "A"
CONTRACT NO. 2588

2026
PROFESSIONAL SERVICES AGREEMENT
(Parties: J&B Electronic Door Service, Inc. and City of San Fernando)
(Engagement: Installation of Detective Parking Lot Security Gate)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 5th day of October, 2026 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and J&B ELECTRONIC DOOR SERVICE, 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 professional services for the installation of an electronic access security gate at the Police Facility Detective Parking Lot; and

WHEREAS, on May 7, 2026, CITY issued Request for Proposals soliciting proposals from qualified firms to provide electronic gate installation services; and

WHEREAS, CONSULTANT submitted a proposal in response to the Request for Proposals and was selected by CITY to provide the required services; 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 October 5, 2026, 2026, under Agenda Item No. 4; 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 "INSTALLATION OF SECURITY GATES AND PERIMETER UPGRADE ENHANCEMENTS AT THE POLICE DEPARTMENT FACILITY" (hereinafter, "CITY RFP") and

the written proposal of CONSULTANT entitled "J&B ELECTRONIC DOOR SERVICE, INC. ESTIMATE/CONTRACT" (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 and shall complete all of the Work by or before January 1, 2027 (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 "J&B ELECTRONIC DOOR SERVICE, INC. ESTIMATE/CONTRACT" which is attached and incorporated hereto as **Exhibit "B"** (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 Not-to-Exceed Sum of **EIGHTY-NINE THOUSAND TWO HUNDRED FIVE DOLLARS ($ 89,205.00)** (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: Upon execution of this Agreement, CONSULTANT may submit an invoice for a deposit equal to forty percent (40%) of the Not-to-Exceed Sum. The remaining balance will be due upon completion of the Work and acceptance by CITY. in monthly increments as the Work are completed. CONSULTANT will submit to CITY itemized invoices that identify the amount due and provide sufficient supporting documentation for the Work performed and costs incurred, as applicable. 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 the Administrative Commander (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 Paul R. Parker 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 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.

2.7 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 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.

2.8 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 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.

2.9 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.

2.11 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 The insurance coverage requirement set forth under this Article 3 are in addition to any coverage requirements set forth under Section D (Insurance Coverages) of the CITY RFP.

3.8 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.

3.9 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.

WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless 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 to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.

CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and 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.

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 authorized volunteers.

CONSULTANT 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 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 authorized 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.

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.

The duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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:**
J&B Electronic Door Service, Inc.	City of San Fernando
11415 Ilex Ave., San Fernando, CA 91340	Police Department
Attn: Paul R. Parker	910 First Street
Phone: 818-403-6366	Attn: Chief of Police
	Phone: 818-898-1250

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: _____
Kanika Kith, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

J&B ELECTRONIC DOOR SERVICE, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

REQUEST FOR PROPOSALS

The Police Department is requesting proposals for:

Installation of Security Gates and Perimeter Upgrade Enhancements at the Police Department Facility

RELEASE DATE: May 7, 2026

RESPONSE DUE: June 11, 2026

GENERAL INFORMATION

The City of San Fernando is soliciting proposals from qualified, licensed contractors to furnish and install security upgrades at the San Fernando Police Department (SFPD). These upgrades are funded by the Urban Area Security Initiative (UASI) 2024 Grant Program and must meet all federal procurement, construction, and equipment requirements associated with the grant.

The intent of this RFP is to select one contractor to provide a turn-key solution, including fabrication, installation, electrical work, safety devices, and project coordination.

BACKGROUND

The San Fernando Police Department was awarded $82,982 in UASI 2024 funding to address security vulnerabilities at the Police Station. Improvements were approved to enhance safety, prevent unauthorized access, and reduce the ability for surveillance of police operations.

The project includes security enhancements to both the Detective Parking Lot and the Patrol Parking Lot, including motorized gate installation, wrought iron fencing, mesh privacy features, and safety/operational components.

This project must comply with all grant requirements outlined in UASI Subaward Agreement (Exhibit "A"), including procurement standards, allowable cost rules, reimbursement documentation, and federal construction requirements.

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

Please direct any questions regarding this RFP to Jennifer Spatig, Management Analyst, via e-mail at jspatig@sanfernando.gov. Questions must be received by **5:30 p.m.** on **Friday, May 29, 2026**. All questions received prior to the deadline will be collected and responses will be posted by **Friday, June 5, 2026**.

C. Submission of Bid Proposals

Proposers shall submit one (1) unbound original hard copy, and one (1) electronic copy of the proposal.

All submittals must be delivered to:

City of San Fernando
Attn: City Clerk Department
117 Macneil Street
San Fernando, CA 91340

Deadline for submittals is **5:00 pm on Thursday, June 11, 2026**. Late submissions 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 contract services agreement, included as Exhibit “B”, will be signed subsequent to City Council review and approval of the recommended firm. Proposals must include a statement accepting the City’s contract services agreement as drafted or denote any exceptions to the agreement that should be taken under consideration by the Evaluation Team.

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 WORK

The selected contractor shall provide all labor, equipment, materials, permits, engineering, and installation services necessary to complete the following elements:

A. **Detective Parking Lot (North Side)**
1. One (1) motorized controlled sliding access gate, 20 ft x 8 ft
2. One (1) wrought iron pedestrian door
3. One (1) wrought iron manual sliding gate
4. One (1) slide gate operator, including integration with existing access control
5. 90 ft of 3-ft-high guardian-style wrought iron fencing atop the NW block wall
6. Safety features, including (1) safety loop and (1) open loop Electrical connections, trenching, conduit, and integration with existing security infrastructure

B. **Patrol Parking Lot (South/Brand Side)**
1. 55 ft of 8-ft-high mesh privacy screening added to existing security gates
2. Work must align with existing gate structure and avoid disruption to PD operations

C. **General Requirements**
1. All metal work shall be powder-coated or finished with a specialized protective coating designed to prevent iron and steel from corroding which match existing SFPD fencing.
2. Fabrication and installation must meet applicable building codes, ADA requirements, and City code and standards.
3. Contractor shall provide shop drawings for approval prior to fabrication.
4. Contractor shall coordinate work to minimize operational impacts to police personnel.
5. All work must be completed within the UASI performance period and satisfy federal documentation/audit requirements.

FIRM QUALIFICATIONS

Contractors must meet the following qualifications:

- Valid California contractor's license.
- Minimum of five years' experience installing commercial/motorized security gates and wrought iron fencing.
- Demonstrated experience working on public safety, municipal, or secured facility projects.
- Ability to comply with all federal procurement, construction, labor, and documentation requirements under 2 CFR 200, DHS/FEMA requirements, and UASI special conditions

ADDITIONAL TERMS AND FEDERAL REQUIREMENTS

This project is funded by a federal Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) Urban Area Security Initiative (UASI) grant. The selected contractor must comply with all applicable federal, state, and local requirements.

A. Federal Compliance

Contractor shall comply with all applicable provisions of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including procurement standards, allowable costs, and record retention requirements. Contractor shall maintain all project records and make them available for inspection, audit, or review by the City, FEMA, or other authorized entities.

B. Prevailing Wage and Labor Compliance

This project is subject to California prevailing wage requirements. Contractor shall comply with all applicable provisions of the California Labor Code, including payment of prevailing wages, maintenance of certified payroll records, and registration with the California Department of Industrial Relations (DIR). Contractor is responsible for ensuring all subcontractors are properly registered and compliant.

C. Permits and Inspections

The contractor shall be responsible for obtaining all required permits and coordinating all inspections necessary to complete the project. All work must comply with applicable federal, state, and local codes and regulations.

D. Insurance Requirements

The selected contractor shall maintain insurance coverage meeting the City's requirements, including but not limited to general liability, workers' compensation, and automobile liability. Proof of insurance and required endorsements must be provided prior to contract execution.

E. Indemnification

The contractor shall indemnify, defend, and hold harmless the City of San Fernando, its officers, officials, employees, and volunteers from any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the work.

F. Debarment and Suspension

Contractor shall comply with all applicable federal debarment and suspension requirements and certify that neither the firm nor its principals are debarred, suspended, or otherwise excluded from participation in federally funded projects.

G. Non-Discrimination

Contractor shall comply with all applicable federal and state non-discrimination laws and regulations.

H. Reimbursement and Documentation Requirements

This is a reimbursement-based grant project. Contractor invoices must include detailed documentation, including itemized costs, proof of payment, and any supporting documentation required for federal reimbursement.

WARRANTY REQUIREMENTS

The contractor shall provide a minimum two (2) year warranty on all workmanship and installation from the date of project completion. Manufacturer warranties for all equipment and materials shall be provided to the City upon project completion.

SCHEDULE FOR SELECTION

RFP Release:	May 7, 2026
Mandatory Site Walk-Through:	May 22, 2026
Deadline for Submittal of Questions:	May 29, 2026
Response to Questions:	June 5, 2026
Deadline for Submittal of Proposal:	June 11, 2026
City Review and Selection:	June 26, 2026
Agreement Presented to Council for Review & Approval:	July 6, 2026
Project Completion:	November 1, 2026

METHOD OF SELECTION AND NOTICES

Proposals will be evaluated based on the following criteria:

Criteria	Weight
Demonstrated experience and qualifications	35%
Cost competitiveness and completeness	30%
Proposed schedule and ability to meet UASI deadlines	20%
Quality of proposed materials, approach, and compliance	10%
References	5%

The City reserves the right to reject any or all proposals, waive minor irregularities, request clarification, or negotiate final pricing.

Proposals will be reviewed by a selection committee and the City may, at its discretion:

A. Request clarifications from proposers
B. Conduct interviews
C. Request revised or best and final offers

The City reserves the right to select the proposal that best meets the needs of the City, which may not be the lowest cost proposal.

INFORMATION TO BE SUBMITTED

Proposals must include the following:

A. <u>Cover Letter that includes:</u>
1. Firm name, address, point of contact, and acknowledgment of the scope of work

B. <u>Firm Qualifications and Project Experience including:</u>
1. Summary of qualifications
2. Summary of relevant experience
3. List of at least three (3) comparable projects completed within the last five years

C. <u>Detailed Work Plan including:</u>
1. Description of fabrication and installation approach
2. Proposed timeline
3. Any anticipated site access requirements and impact to parking and building access

D. Cost Proposal

1. An itemized cost breakdown corresponding to all components listed in the Scope of Work
2. Include a clear statement on whether all required parts or materials are in stock; note any anticipated procurement delays, and outline expected lead times
3. Labor, materials, equipment, permits, and optional costs clearly identified

E. Required Forms

1. Proof of contractor license
2. Certificate of insurance meeting City requirements
3. W-9
4. Any subcontractor lists

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/7/2025

FROM (DEPARTMENT): Mayor's Office of Public Safety

CONTACT PERSON: An Joon Ang PHONE: (626) 465-6773

CONTRACT NO.: C-203507

COUNCIL FILE NO.: C.F. #24-0975

ADOPTED BY COUNCIL: 03/05/2025
DATE

APPROVED BY BPW: _____
DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: City of San Fernando

TERM OF CONTRACT: September 1, 2024 THROUGH: May 31, 2027

TOTAL AMOUNT: $82,982.00

PURPOSE OF CONTRACT:

UASI 24 Memorandum of Agreement between the City of Los Angeles and City of San Fernando for Station Security, Physical Access Control enhancements.

Period of performance: September 1, 2024 through May 31, 2027
Total Contract Amount / Subaward: $82,982.00

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

SUBAWARD AGREEMENT

Subrecipient: City of San Fernando

Title: FY 2024 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-203507

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2024 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment Form

AGREEMENT NUMBER C-203507 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND CITY OF SAN FERNANDO

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of San Fernando, (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2024 Urban Area Security Initiative Grant Program, FAIN #EMW-2024-SS-05088, CFDA #97.067, Federal Award Date September 1, 2024. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of $49,119,978.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	**$82,982.00**
Subaward Period of Performance ("Term"):	**September 1, 2024 to May 31, 2027**

Match Requirement:	**None**
Subrecipient Identifier:	868471335
Indirect Cost Rate for Subaward:	**None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Robert Clark, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: robert.clark@lacity.org
Party:	City of San Fernando
Authorized Representative:	Jennifer Spatig
Authorized Department:	San Fernando Police Department
Address, Phone, Fax, E-mail:	910 1st Street, San Fernando, CA 91340 Email: jspatig@sfcity.org
Copy to:	

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 24-0975, 3/5/2025).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
c. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") **(Exhibit A),** (3) FEMA Information Bulletins ("IB"), (4) CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") **(Exhibit B),** (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http:///www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward **(Exhibit C).**

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.

D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation ("EHP") request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES ***prior*** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.

E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for Covid-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of

federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending

those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1) Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of 1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections* and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 24 Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, canceled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also

submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to

certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to

assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

1. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

2 In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

3 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

A. Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

B. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

C. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

D. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney Barak Vaughn By: _____ Barak Vaughn, Deputy City Attorney Date: 11/07/2025	For: THE CITY OF LOS ANGELES KAREN BASS, Mayor By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract. By: Karen Bass Karen Bass, Mayor Date: 11/10/2025
ATTEST: Patrice Y. Lattimore, City Clerk Rita Ramirez By: _____ Deputy City Clerk Date: Nov 13, 2025	
APPROVED AS TO FORM: Signed by: By: Richard Padilla Richard Padilla, City Attorney Date: 07/09/2025 | 10:57 AM PDT	For: CITY OF SAN FERNANDO Signed by: By: kanika kith Kanika Kith, Interim City Manager Date: 07/22/2025 | 12:03 PM PDT
ATTEST: Signed by: By: Julia Fritz Julia Fritz, City Clerk Date: 07/22/2025 | 12:41 PM PDT	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #24-0975; Date of Approval: 3/5/25
City Contract Number: C-203507

EXHIBIT A

FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

FY 2024 DHS STANDARD TERMS AND CONDITIONS

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

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Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

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XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

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6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

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XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

EXHIBIT B

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CONTRACT NO. 2393

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As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

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(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

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(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

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6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

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(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

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12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

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17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

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24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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29. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement
If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM
If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

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government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001
The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags
The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)
In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: LA-LB UASI

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 1/15/2025

EXHIBIT C

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	Line #				Project Information										
National Priority	Project Letter	Master Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Department	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Mster Item #'s Total Allocated
	G	22	82	31	IJ-3	San Fernando	Police	Station Security - Physical Access Control	HSGP-UASI	LE	Equipment	Physical Security Enhancement Equipment	N/A	$ 82,982.00	

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the $ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Grant Specialist to complete		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	$ -		*Equipment Ledger*		*EHP*	
Revised Amount	$ -		*Training Ledger*		*Sole Source*	
Amendment Y/N?			*Organization Ledger*		*EOC*	
25% Increase	$ -		*Planning Ledger*		*Watercraft*	
Council/14.8 Y/N?			*Exercise Ledger*		*Aircraft*	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
From							Train				$ -		
From											$ -		
From											$ -		
From											$ -		
From											$ -		
										Total:	$ -		

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
										Total:	$ -		

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

EXHIBIT E

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REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION

Grant Program:	List the grant the procurement being charged to.	
Grant Award No.(s):	List the grant award number(s) – if multiple awards, list each award number separately, and number. Continue using these numbers to link remaining information in this section to applicable grant award.	**FIPS #:** Cal OES assigned FIPS # of the direct subrecipient.
Subrecipient Name:	List the name of the Cal OES direct subrecipient.	
If Subaward, list second-tier Subrecipient:	If applicable, list the name of the second-tier Subrecipient (entity initiating the procurement).	
Project No.(s):	List the project number(s) for this procurement.	**Feedback # (if applicable):** If applicable, list the CSTI assigned feedback number(s) for the HSGP related training(s).
Project Title(s):	List the project title(s).	
Requested Amount:	Enter the requested amount(s) under the Grant award(s).	**Contract Total:** Enter the contract total.
Vendor:	List the name of the vendor that is providing item(s)/service(s) for this procurement.	

Please complete the following questions based on the entity making the purchase.

1. **Describe what the proposed vendor/contractor will provide:**
   Provide a short synopsis about what you are attempting to purchase.

2. **Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**

   ☐ Yes ☐ No

   If Yes, attach the most recent Cal OES approval letter and Noncompetitive Procurement Authorization form.
   No further supporting documentation needed, at this time.

3. **Is this noncompetitive procurement being made under a multi-year contract?**
   Is the term of the contract longer than one year?

   ☐ Yes ☐ No

   If No, proceed to question 6.

4. **If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**

☐ Yes ☐ No

If No, proceed to question 6.

5. **If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**
Have there been any amendments to the contract such as an extension or increase in the contract amount since the last approval?

☐ Yes ☐ No

Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) *including modifications. Modifications include any change to the original contract, including extensions.*

If Yes, proceed to question 8.
If No, proceed to question 10.

6. **Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below.**
Choose one of the following and insert the details of those circumstances on the form.

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

7. **Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).**
Insert here the description of your organization's procurement procedures, including approval thresholds, and noncompetitive procurement approval procedures.

8. **Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.**

9. **Do you have documentation to support profit negotiation?**
Documentation to be retained in subrecipient procurement file.

☐ Yes ☐ No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

10. Certification:			
This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.			
Purchasing Agent:	Name: Purchasing Agent of entity conducting procurement.	Signature:	Date:
Primary Subrecipient:	Name: This should be Cal OES' direct Subrecipient.	Signature:	Date:

Cal OES Internal Use Only	
Date Submitted:	
Procurement Type: ☐Single Source ☐Public Emergency ☐Inadequate Competition	
Attachments enclosed: ☐ Previous Approval Letter ☐ Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s) ☐ Cost/Price Analysis ☐ Other Supporting Documents: _____	
Program Representative Review - Comments:	
Unit Chief Review - Comments:	
☐ Approved ☐ Denied Grants Procurement Compliance Manager – Comments:	
Grants Procurement Compliance Manager:	Date:

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CONTRACT NO. 2393

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 3/31/2026

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 7.2833 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process***. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: https://www.fema.gov/environmental-planning-and-historic-preservation-compliance.

Submit the completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (**Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx**).*

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Recipient: _____

Recipient POC: _____

Mailing Address: _____

E-Mail: _____

Sub-recipient: _____

Sub-recipient POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, and how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

   a. Specify the equipment, and the quantity of each: _____

   b. Complete Section D.

2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____

   b. Provide the location of the training or exercise (physical address or latitude-longitude): _____

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

   - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
   - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude-longitude coordinates): _____
   - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
   - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
   - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

   d. Would any equipment or structures need to be installed to facilitate training? _____

   - If yes, complete Section D.

3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

   a. Provide capacity of the generator (kW): _____

   b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____

   c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____

   d. Complete Section D.

5. ☐ **New construction/addition.**

   a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____

   b. Provide technical drawings or site plans of the proposed project: ☐ Attached

   c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

   a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____

   b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

   c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____

   d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____

   • If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____

   e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

   • If guy wires are required, state the number of bands and the number of wires per band: _____

   • Explain why a guyed tower is needed to meet the requirements of this project: _____

   f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____

   g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____

   h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture, water body, marsh): _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

- Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to the nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

- If yes, describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

- If yes, provide Registration #: _____
- If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

- If yes, describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

- If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" diameter x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site: _____

2. ☐ **Age of structure/building at project site**

a. Provide the year the existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/. ☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color ground-level photographs of the project site: ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
- Labeled, color aerial photographs of the project site: ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/ structure is more than 45 years old): ☐ Attached

b. Are there technical drawings or site plans available? ☐ Yes ☐ No

- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document prepared for this project? ☐ Yes ☐ No

- If yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)[1] or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photograph. There are multiple online sources for aerial photographs.
2. For the aerial photograph, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photograph editing software, such as Paint, or PhotoShop[1]. Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Appendix A. Supporting Photographs for EHP Grant Submissions

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.

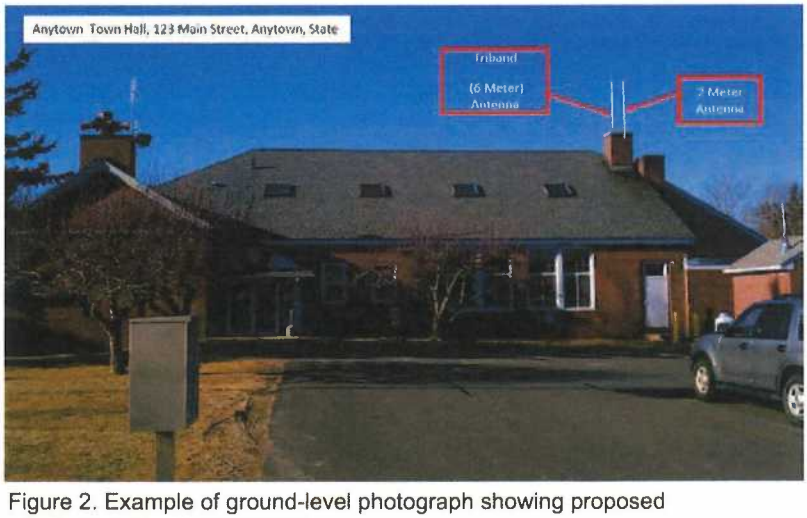


Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint[1], this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

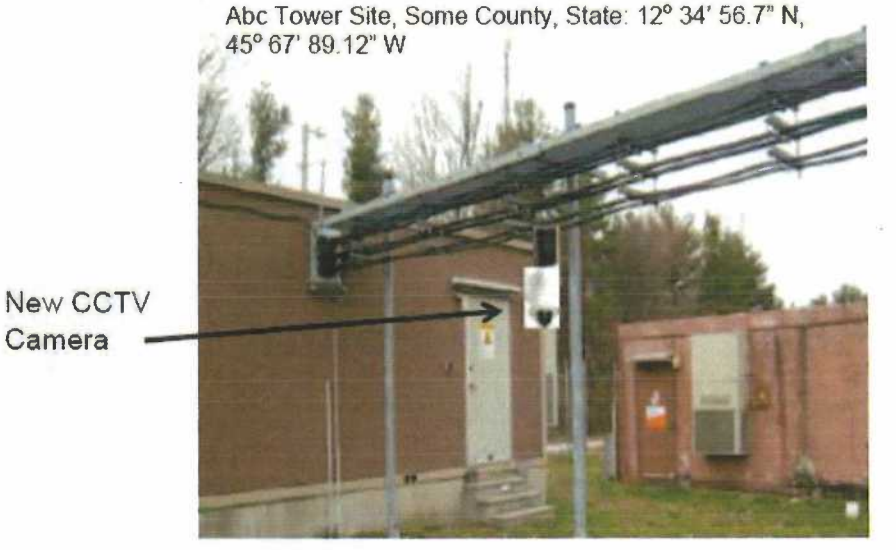


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

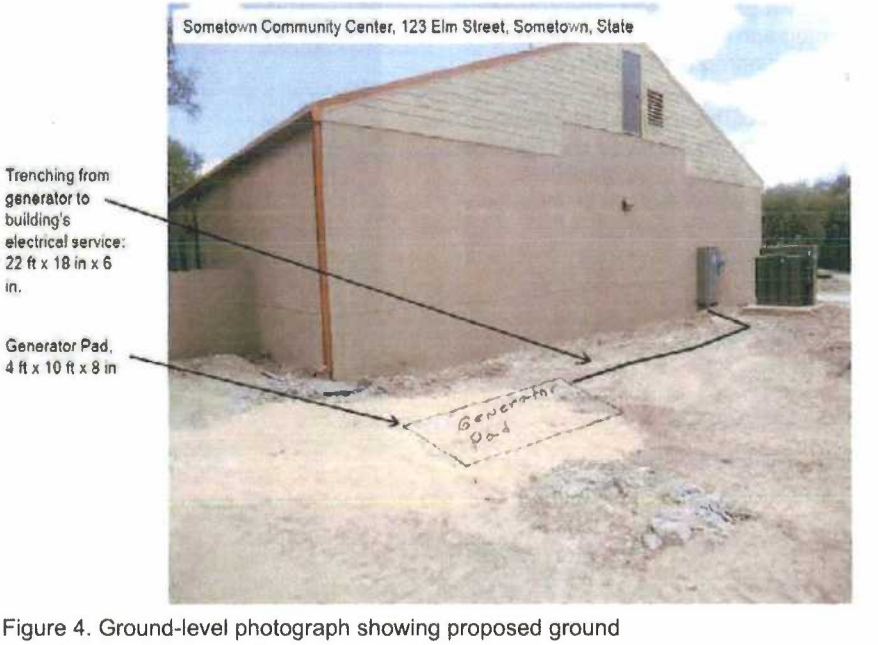


Figure 4. Ground-level photograph showing proposed ground disturbance area.

Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

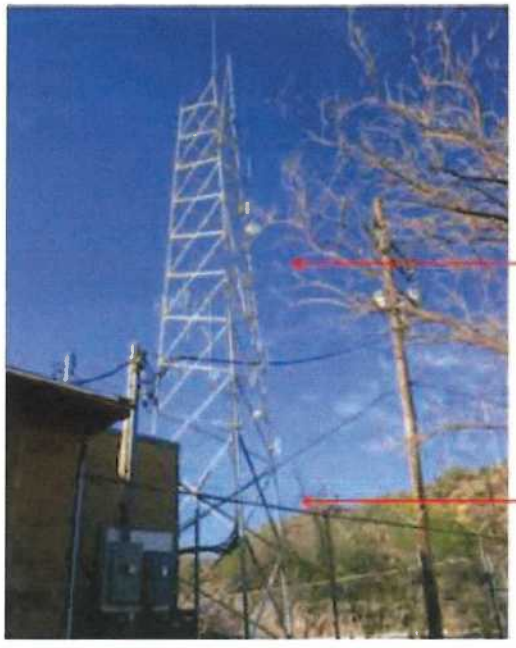


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

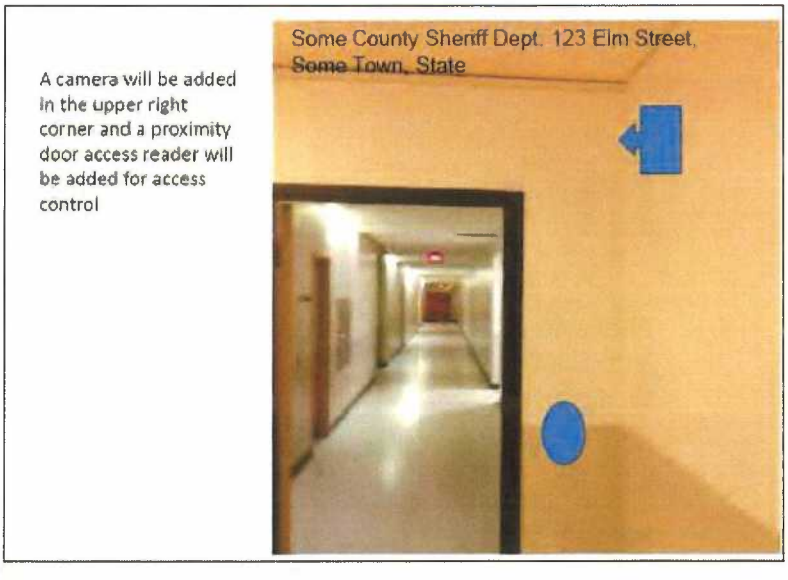


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

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CONTRACT NO. 2393

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____ Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.

5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.

6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

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California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ _____ Date: _____

(Name) (Signature)

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CONTRACT NO. 2393

REQUEST FOR AVIATION OR AVIATION-RELATED EQUIPMENT

Subgrantee Name: _____

Homeland Security Grant Program FY_____Grant Number____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft ☐	Aviation-Related Equipment ☐

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL#

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

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4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.

5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

Docusign Envelope ID: 2518CD68-0630-4D59-A86F-64A157A19BF5

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____
(Name) (Signature)

EXHIBIT F

Docusign Envelope ID: 2518CD68-0630-4D59-A86F-64A157A19BF5

CONTRACT NO. 2393

Mayor's Office of Public Safety
City of Los Angeles
Subrecipient Grants Management Assessment

Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Risk Assessment	11/03/25					
Grant Name and Grant Year	UASI 2024					
Subrecipient Name	City of San Fernando					
Type of Non-Federal Entity (Local,JPA,Non-Profit)	Local Government					
Grant Administration	**Yes**	**In Progress**	**No**	**N/A**	**Comments**	**Scoring**
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If yes, please indicate the total number of Federal awards in the Comments section.	✓				5	
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurement, travel, and contractual services and records retention?	✓					
3. Does the organization have a method in place to track projects performed under Federal awards?	✓					
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?	✓					
5. Does the organization have a method in place to track costs incurred against the approved grant budget?	✓					
Personnel	**Yes**	**In Progress**	**No**	**N/A**	**Comments**	**Scoring**
6. Are the individuals with primary responsibility for fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?	✓					
7. Does the organization have a structure in place whereby the preparer of documents is diffferent than the approver?	✓					
8. Are timesheets used to track the time staff spend on specific grants?	✓					
Audits	**Yes**	**In Progress**	**No**	**N/A**	**Comments**	**Scoring**
9. Did the organization receive more than $750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.			✓			
10. Was a single audit completed per OMB Ciruclar A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	**Yes**	**In Progress**	**No**	**N/A**	**Comments**	**Scoring**
13. Does the organization have documented policies and procedures in place related to fraud investiagations and reporting?	✓					
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?	✓					
15. Does the organization inventory grant-funded equipment at least every two years?	✓					
					Final Score	

Jennifer Spatig, Management Analyst
Name/Title of Preparer

Jennifer Spatig
Signature

Date

Name/Title of Mayor's Office Reviewer #1

Signature

Date

Name/Title of Mayor's Office Reviewer #2

Signature

Date

EXHIBIT "B"

2025
CONTRACT SERVICES AGREEMENT
(Contractor: Insert Name)
(Nature of Engagement: Insert Description Of Deliverable Work)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____, 2026, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONTRACTOR NAME (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 insert the kind of work required; 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

[INSERT ADDITIONAL RECITALS AS WARRANTED]

WHEREAS, approval authority for this Agreement is by the City Manager pursuant to a specific provision of the San Fernando Municipal Code. OR that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 2025, under Agenda Item No. _____.

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

Section 1. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to perform those various tasks and services described on page(s) insert pages of that certain IDENTIFY

TYPE AND TITLE OF SOLICITATION dated INSERT DATE (the "Baseline Service Requirements"), and on page(s) insert pages of the written proposal of CONTRACTOR entitled TITLE OF PROPOSAL and dated INSERT DATE (the "Contract Services Proposal"). The Baseline Service Requirements and the Contract Services Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the Baseline Service Requirements and the Contract Services 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 Baseline Service Requirements and the provisions of the Contract Service Proposal, the requirements of the Baseline Service Requirements 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 but only to the extent of the conflict or inconsistency and no further.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, 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 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 CONTRACTOR's cessation or abandonment.

Section 2. Performance Period.

A. Time is of the essence of this Agreement and each and every provision contained herein.

The Work shall be commenced within insert NUMBER (XX); default number is three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed by insert time to be completed by or Insert date to be completed by of CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

B. 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.

Section 3. Performance of Work.

A. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors, or agents.

B. CONTRACTOR 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 CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR 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 CONTRACTOR 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.

C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

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

F. *[IF RELEVANT OTHERWISE DELETE]* 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.

Section 4. Compensation.

A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth on page(s) insert page(s) of Insert Contractor's Proposal Title (the "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum [NOTE: Not-to-Exceed Sum may be defied as Annual, Fiscal Year or Aggregate, depending on the Term(s) involved.] of **INSERT WRITTEN AMOUNT ($ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.

B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work were provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work were performed, the subtotal for each Work performed and a grand total for all Work 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 CONTRACTOR.

Section 5. Standard of Care.

A. CONTRACTOR agrees as follows:

1. CONTRACTOR will perform all Work using 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;

2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;

3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;

4. CONTRACTOR shall comply with all applicable federal, State, and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;

5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and

6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and to time complete all Work as specified by the Scope of Work or other written order.

7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in 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 Representative in writing in the City Representative's sole and absolute discretion.

B. CONTRACTOR acknowledges and agrees 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. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 6. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Insert City Representative (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.

B. Contractor Representative. For the purposes of this Agreement, **insert contractor representative**, is hereby designated as the primary representative of CONTRACTOR

authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 7. Contractor's Personnel.

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other related tasks contemplated under this Agreement.

B. 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 Work.

C. CONTRACTOR shall be solely responsive for the payment of 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 Work.

D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.

E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.

F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

G. **[OPTIONAL TO THE EXTENT KEY PERSONNEL ARE SIGNIFICANT TO CONTRACTOR'S PERFORMANCE]** CONTRACTOR represents to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement immediately for cause. The key personnel for performance of this Agreement are as follows: Insert Name And Title.

Section 8. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

B. Hours of Work.

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.

2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY $25 for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.

2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the Work that are subject to this Section that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

   (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

   (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

   (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.

   (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.

3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    (i) The information contained in the payroll record is true and correct.

    (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

    The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 9. Conflicts of Interest.

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

B. CONTRACTOR 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 Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR 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 CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR 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 CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

C. 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 absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 10. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR 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.

Section 11. Non-Discrimination.

A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 12. Indemnification.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code §2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement

is subject to Civil Code §2782(b).

B. Attorneys and other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section 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 for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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, subcontractors, volunteers 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.

D. 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.

E. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section 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.

F. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.

G. CONTRACTOR's obligations under this Section or any other provision of this Agreement 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 the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

H. The provisions of this Section shall survive the termination of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 13. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

4. [IF RELEVANT OTHERWISE DELETE]: Cyber Security Liability Insurance for 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.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that 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.

H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and

other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

M. 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 CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

N. 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.

Section 14. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 15. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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

shall be cured, which shall not be less than the applicable cure period set forth in this Section 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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

    ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "[if appropriate, insert LETTER of exhibit relevant to proposal]"** that is not

susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

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

CONTRACTOR shall 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.

7. 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.

Section 16. Force Majeure. The Completion Date may be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:
City of San Fernando
City Department
City Address
Attn: Department Director
Phone: City Phone Number

If to CONTRACTOR:
Contractor Name
Contractor Address
Attn: Contractor Contact Name
Phone: Phone Number

Section 18. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 19. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 20. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 21. Governing Law; Jurisdiction. 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.

Section 22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 23. 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.

Section 24. Execution. 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.

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, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

CONTRACTOR NAME:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACT NO. 2588 **EXHIBIT "B"**

J&B ELECTRONIC DOOR SERVICE, INC.

11415 Ilex Ave. San Fernando, CA 91340
(818) 403-6366 FAX (818) 403-6488
jnbeds@aol.com
License #493813

ESTIMATE/ CONTRACT

DATE: June 11, 2026

TO: San Fernando Police Department
910 1st. St.
San Fernando, CA 91340
Attn: Jennifer
PHONE: (818) 898-1254
EMAIL: JSpatig@sanfernando.gov

JOB SITE: Same

This Agreement is between J & B Electronic Door Service, Inc., hereinafter referred to as J & B and **San Fernando Police Department** Hereinafter referred to as CUSTOMER/CONTRACTOR and they agree as follows:

1. Sawcut approximately 65' trench. Install conduits as needed and backfill trench with concrete.
2. Install seven (7) 8' high 4" x 4" x ¼" posts. Four (4) posts set 2' below grade in concrete. Three (3) posts to be surface mounted.
3. Install 70' of 8' high guardian style wrought iron fence. *Fence construction: 2 x 2 top and bottom rails with 1" guardian style pickets, covered with ½" 16-gauge diamond shaped mesh, primer painted semi-gloss black.*
4. Install one (1) 3' x 8' wrought iron pedestrian door.
5. Install one (1) hydraulic door closer.
6. Install one (1) 8' x 5' wrought iron swinging gate (manual).
7. Install one (1) 20' x 8' wrought iron gate sliding in style. *Gate construction: See item #3 above.*
8. Install 40' of surface mounted ground track.
9. Install one (1) set of Elite power wheels.
10. Install one (1) set of guide rollers.
11. Install one (1) HySecurity commercial rated slide gate operator (Model Slide Smart DC 15, 24 Volt, Continuous Duty, UL325 Compliant).
12. Install two (2) monitored photocells (as per UL 325).
13. Sawcut one (1) safety loop on each side of gate. Lay loops and fill saw cuts with natural mortar.
14. Sawcut one (1) open loop. Lay loop and fill saw cuts with natural mortar.
15. Install two (2) plug in detectors.
16. Install one (1) hold open toggle switch.
17. Install one (1) gooseneck at driveway entrance.
18. Install surface mounted conduit from gooseneck to building corner.
19. Install approximately 90' x 2' guardian style wrought iron fence panels on new block wall.

WARRANTY: FIVE YEARS ON THE OPERATOR BY THE MANUFACTURER
ONE YEAR ON ALL OTHER PARTS / MATERIAL INSTALLED BY J&B
SIX MONTHS LABOR
VANDALISM AND MISUSE EXCLUDED
WARRANTY WORK PERFORMED DURING NORMAL WORKING HOURS
GENERAL MAINTENANCE NOT COVERED UNDER WARRANTY

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

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CONTRACT NO. 2588

ESTIMATE/ CONTRACT

DATE: June 11, 2026

TO: San Fernando Police Department
910 1st. St.
San Fernando, CA 91340
Attn: Jennifer
PHONE: (818) 898-1254
EMAIL: JSpatig@sanfernando.gov

JOB SITE: Same

NOTES:

1. ***This quote is based on NON-PREVAILING WAGE. ***
2. **Customer to provide 120 Volt 20amp circuit to corner of building.**
3. **Customer to provide and install voice communication and readers.**

BUDGETARY QUOTE: **NINETY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS ($95,427.00)**

A. Payment Schedule To Be As Follows:
40 % DEPOSIT WITH SIGNED CONTRACT
BALANCE DUE UPON COMPLETION

J & B shall retain title to all materials used until CUSTOMER/CONTRACTOR has made all payments due hereunder. However risk of loss shall be with CUSTOMER/CONTRACTOR for all materials delivered to the job location.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE UNTIL FINAL PRODUCTION MEASUREMENTS CAN BE TAKEN.

Dated _____ Dated: _____

J & B ELECTRONIC DOOR SERVICE, INC.

By: _____ _____
Paul R. Parker Customer/Contractor
Contractor's License No. _____

THIS CONTRACT IS SUBMITTED TO YOU IN GOOD FAITH AND THE RETURN OF THE DATED AND SIGNED CONTRACT BY YOU OR YOUR AUTHORIZED REPRESENTATIVE SHALL CONSTITUTE A BINDING CONTRACT. ANY MODIFICATIONS OF THIS CONTRACT MADE BY YOU SHALL CONSTITUTE A COUNTER-CONTRACT WHICH SHALL BE SUBJECT TO OUR ACCEPTANCE OR REJECTION. THIS CONTRACT INCLUDES ALL TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGE.

1. **NORMAL WORKING HOURS** - J & B normal working hours for purposes of this agreement are 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays.

2. **ADDITIONAL HOURS** - J & B will charge CUSTOMER/CONTRACTOR $575.00 its established hourly rate for work required outside its normal working hours which include Saturdays, Sundays and holidays.

3. **ADDITIONAL SERVICES AND MATERIALS** - If CUSTOMER/CONTRACTOR requests services and/or materials outside, extra, altering, or modifying those listed hereinabove, they will be furnished by J & B at its established prices in addition to the contract price herein and upon a signed change order with a stated price.

4. **SUBCONTRACTORS AND LABORERS** - J & B expressly reserves the right to hire any subcontractors and/or laborers that are needed to complete this contract.

5. **CLEAN-UP** - Upon completion of the work under this contract J & B shall clean all surfaces, fixtures, equipment, etc., relative to the performance of this contract.

6. **WORKMANSHIP** - Every part of the work herein described shall be executed in accordance with the contract in sound, workmanlike, and substantial manner. All materials used in the work herein described shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work and shall be new, except such materials as may be expressly provided in this contract.

7. **PLANS AND SPECIFICATIONS** - The job will be performed and constructed according to governmental approved plans and specifications which have been verified and signed by CUSTOMER/CONTRACTOR and furnished to J & B.

8. **DELAY AND LIABILITY** - J & B shall be excused for any delay in completion of this contract caused by acts of God, acts of CUSTOMER/CONTRACTOR or CUSTOMER'S/CONTRACTOR'S agents or representatives, poor weather, labor disputes, acts of public utilities, public entities or inspectors, extra work, failure of prompt payment by CUSTOMER/CONTRACTOR or other unforeseen contingencies beyond reasonable control of J & B. J & B shall not be liable for any delay or damages resulting from existing structural defects, from settling and/or subsidence of the CUSTOMER'S/CONTRACTOR'S structure or for the work of other contractors or subcontractors.

9. **LIMITATIONS** - No action arising from or related to this contract or performance thereof shall be commenced by either party against the other after one (1) year from completion or cessation of work under this contract.

10. **RIGHT TO STOP WORK** - J & B shall have the absolute right and privilege to stop work if payment due shall not be made promptly and shall not recommence work until payment is made in full.

11. **INSURANCE** - While work is being performed under this contract, CUSTOMER/CONTRACTOR shall continuously provide, entirely at CUSTOMER'S/CONTRACTOR'S own expense, adequate property damage, and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work, as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, J & B shall continuously provide, entirely at J & B's own expense, appropriate worker’s compensation coverage and liability insurance to protect against any results of J & B’S own negligence.

12. **ASSIGNMENT** - Neither party may assign this contract or any part thereto without written consent of the other party. Any assignment in violation of this provision shall be null and void.

13. **ATTORNEY'S FEES** - In any litigation or arbitration between the parties regarding the terms of or performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

14. **NOTICES** - All notices required or permitted by this contract or by law may be delivered personally to the party addressed; or in lieu of person delivery, may be sent by first-class mail, postage prepaid, addressed to the party as listed on the first and last page of this contract.

15. **SOLE AND ENTIRE AGREEMENT** - This contract constitutes the sole and only agreement of the parties to this contract concerning the job and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect.

EXHIBIT "B"
CONTRACT NO. 2588
EXHIBIT "C"

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/7/2025

FROM (DEPARTMENT): Mayor's Office of Public Safety

CONTACT PERSON: An Joon Ang PHONE: (626) 465-6773

CONTRACT NO.: C-203507 COUNCIL FILE NO.: C.F. #24-0975

ADOPTED BY COUNCIL: 03/05/2025 (DATE)

APPROVED BY BPW: _____ (DATE)

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: City of San Fernando

TERM OF CONTRACT: September 1, 2024 THROUGH: May 31, 2027

TOTAL AMOUNT: $82,982.00(submitted 10/2023) Revised Quote $89,205.00 (07/2026)

PURPOSE OF CONTRACT:

UASI 24 Memorandum of Agreement between the City of Los Angeles and City of San Fernando for Station Security, Physical Access Control enhancements.

Period of performance: September 1, 2024 through May 31, 2027
Total Contract Amount / Subaward: ~~$82,982.00~~

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

J&B ELECTRONIC DOOR SERVICE, INC.

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(818) 403-6366 FAX (818) 403-6488
jnbeds@aol.com
License #493813

CONTRACT NO. 2588

ESTIMATE/ CONTRACT

DATE: June 11, 2026
REVISED: July 2, 2026

TO: San Fernando Police Department
910 1st. St.
San Fernando, CA 91340
Attn: Jennifer
PHONE: (818) 898-1254
EMAIL: JSpatig@sanfernando.gov

JOB SITE: Same

This Agreement is between J & B Electronic Door Service, Inc., hereinafter referred to as J & B and **San Fernando Police Department** Hereinafter referred to as CUSTOMER/CONTRACTOR and they agree as follows:

1. Sawcut approximately 65' trench. Install conduits as needed and backfill trench with concrete.
2. Install five (5) 8' high 4" x 4" x ¼" posts. Three (3) posts set 2' below grade in concrete. Two (2) posts to be surface mounted.
3. Install 70' of 8' high wrought iron fence. *Fence construction: 2 x 2 top and bottom rails with 1" stamped spear style pickets, covered with ½" 16-gauge diamond shaped mesh, primer painted semi-gloss black.*
4. Install one (1) 3' x 8' wrought iron pedestrian door.
5. Install one (1) hydraulic door closer.
6. Install one (1) 20' x 8' wrought iron gate sliding in style. *Gate construction: See item #3 above.*
7. Install 40' of surface mounted ground track.
8. Install one (1) set of Elite power wheels.
9. Install one (1) set of guide rollers.
10. Install one (1) HySecurity commercial rated slide gate operator (Model Slide Smart DC 15, 24 Volt, Continuous Duty, UL325 Compliant).
11. Install two (2) monitored photocells (as per UL 325).
12. Sawcut one (1) safety loop on each side of gate. Lay loops and fill saw cuts with natural mortar.
13. Sawcut one (1) open loop. Lay loop and fill saw cuts with natural mortar.
14. Install two (2) plug in detectors.
15. Install one (1) hold open toggle switch.
16. Install one (1) gooseneck at driveway entrance.
17. Install surface mounted conduit from gooseneck to building corner.
18. Install approximately 50' stamped spear wrought iron fence panels on north west block wall (surface mounted).

WARRANTY: FIVE YEARS ON THE OPERATOR BY THE MANUFACTURER
ONE YEAR ON ALL OTHER PARTS / MATERIAL INSTALLED BY J&B
SIX MONTHS LABOR
VANDALISM AND MISUSE EXCLUDED
WARRANTY WORK PERFORMED DURING NORMAL WORKING HOURS
GENERAL MAINTENANCE NOT COVERED UNDER WARRANTY

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JOB SITE: Same

NOTES:

1. ***This quote is based on NON-PREVAILING WAGE. ***
2. **Customer to provide 120 Volt 20amp circuit to corner of building.**
3. **Customer to provide and install voice communication and readers.**

BUDGETARY QUOTE: **EIGHTY NINE THOUSAND TWO HUNDRED FIVE DOLLARS ($89,205.00)**

A. Payment Schedule To Be As Follows:
40 % DEPOSIT WITH SIGNED CONTRACT
BALANCE DUE UPON COMPLETION

J & B shall retain title to all materials used until CUSTOMER/CONTRACTOR has made all payments due hereunder. However risk of loss shall be with CUSTOMER/CONTRACTOR for all materials delivered to the job location.

NOTE: ALL MEASUREMENTS ARE APPROXIMATE UNTIL FINAL PRODUCTION MEASUREMENTS CAN BE TAKEN.

Dated _____ Dated: _____

J & B ELECTRONIC DOOR SERVICE, INC.

By: _____
Paul R. Parker

_____
Customer/Contractor
Contractor's License No. _____

THIS CONTRACT IS SUBMITTED TO YOU IN GOOD FAITH AND THE RETURN OF THE DATED AND SIGNED CONTRACT BY YOU OR YOUR AUTHORIZED REPRESENTATIVE SHALL CONSTITUTE A BINDING CONTRACT. ANY MODIFICATIONS OF THIS CONTRACT MADE BY YOU SHALL CONSTITUTE A COUNTER-CONTRACT WHICH SHALL BE SUBJECT TO OUR ACCEPTANCE OR REJECTION. THIS CONTRACT INCLUDES ALL TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGE.

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8. **DELAY AND LIABILITY** - J & B shall be excused for any delay in completion of this contract caused by acts of God, acts of CUSTOMER/CONTRACTOR or CUSTOMER'S/CONTRACTOR'S agents or representatives, poor weather, labor disputes, acts of public utilities, public entities or inspectors, extra work, failure of prompt payment by CUSTOMER/CONTRACTOR or other unforeseen contingencies beyond reasonable control of J & B. J & B shall not be liable for any delay or damages resulting from existing structural defects, from settling and/or subsidence of the CUSTOMER'S/CONTRACTOR'S structure or for the work of other contractors or subcontractors.

9. **LIMITATIONS** - No action arising from or related to this contract or performance thereof shall be commenced by either party against the other after one (1) year from completion or cessation of work under this contract.

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11. **INSURANCE** - While work is being performed under this contract, CUSTOMER/CONTRACTOR shall continuously provide, entirely at CUSTOMER'S/CONTRACTOR'S own expense, adequate property damage, and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work, as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, J & B shall continuously provide, entirely at J & B's own expense, appropriate worker's compensation coverage and liability insurance to protect against any results of J & B'S own negligence.

12. **ASSIGNMENT** - Neither party may assign this contract or any part thereto without written consent of the other party. Any assignment in violation of this provision shall be null and void.

13. **ATTORNEY'S FEES** - In any litigation or arbitration between the parties regarding the terms of or performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

14. **NOTICES** - All notices required or permitted by this contract or by law may be delivered personally to the party addressed; or in lieu of person delivery, may be sent by first-class mail, postage prepaid, addressed to the party as listed on the first and last page of this contract.

15. **SOLE AND ENTIRE AGREEMENT** - This contract constitutes the sole and only agreement of the parties to this contract concerning the job and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force and effect.

CONTRACT NO. 2588

J & B ELECTRONIC DOOR SERVICE, INC.
11415 Ilex Avenue • San Fernando • CA 91340
TEL (818) 403-6366 • FAX (818) 403-6488
Lic. #493813

July 3, 2026

City of San Fernando
Attn: City Clerk Department
117 Macneil Street
San Fernando, CA 91340

Re: Contract No. C-203507

To Whom It May Concern,

We are submitting our revised estimate as of July 3, 2026.

Contact person for this project is Paul Parker, Operations Manager. He can be reached at (818) 403-6366 or by email at jnbeds@aol.com.

The scope of work has been modified due to budget constraints per email dated 6/26/26 from Jennifer Spatig. Our revised estimate does not include powder coating. As per our proposal, all wrought iron to be primer painted semi-gloss black.

Scope of work:

Section A:
Item 3 has been deleted.
Item 5 has been modified to 50'.

Section B:
Is not included in this proposal (see estimate dated 6/16/2026).
This work was never included in the original estimate 10/2023.

Section C:
Item number 1, all wrought iron to be primer painted semi-gloss black.
If powder coating is required a change order will be required, approximate cost is $30.00 per linear foot.

Additional Terms and Federal Requirements:

Section B – Prevailing Wage and Labor Compliance: **as per City of San Fernando this project is bid as non-prevailing wage.**
Section C – Permits and Inspections: a permit will be pulled as required. Cost to be deferred as per City of San Fernando.

Warranty Requirements: J&B Electronic Door Service, Inc. will be providing a six-month labor warranty with this proposal. If a two- year labor warranty is required, customer to be charged accordingly.

Sincerely,

Paul R. Parker
Operations Manager
J&B Electronic Door Service, Inc.

Enclosures

INFORMATION TO BE SUBMITTED

Section B: Firm Qualifications and Project Experience:

1. CSLB Since June 1986 (C-7, C61/D28)
2. Multiple government facilities; LADWP, LASD, SFPD, NASA (Edwards Air Force Base).
3. FotoKem (Burbank), Frymer Construction (West LA), First Service Residential (gated communities)

Section C: Detailed Work Plan:

1. Field measurements / drawings. Saw cutting, trenching, conduits and concrete work. Installation of wrought iron. Installation of automation (operator, loops, etc.).
2. Approximately four weeks.
3. No access to parking lot during trenching and concrete work (approximately one week). Limited access during installation of wrought iron (approximately one to two weeks). Limited access during automation of sliding gate (approximately one week).

Section D: Cost Proposal:

1. Not applicable. Contract price.
2. All products are stock items through local distributors.
3. This quote includes labor and materials. Permits fees to be waived by City of San Fernando as per Jennifer Spatig, Management Analyst.

Section E: Required Forms:

1. Copy of Contractors License included.
2. COI included.
3. W-9 included.
4. **Subcontractors:**

   J M I Steel, Inc. – 8983 San Fernando Rd. – Sun Valley, CA 91352 License # 709127

   Performance Construction – 7767 Variel Ave. – Canoga Park, CA 91340 License # 750550

CONTRACT NO. 2588

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **493813** Entity CORP

Business Name J & B ELECTRONIC DOOR SERVICE INC

Classification(s) C61/D28 C-7

Expiration Date 06/30/2028 www.cslb.ca.gov

JANDBEL-01 DSATHISHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178

CONTACT NAME: IDA Certificate Team
PHONE (A/C, No, Ext): (212) 603-0200 FAX (A/C, No):
E-MAIL ADDRESS: idacertificates@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Champlain Specialty Insurance Company	16834
INSURER B : AmGUARD Insurance Company	42390
INSURER C : Berkley Assurance Company	39462
INSURER D : Insurance Company of the West	27847
INSURER E :	
INSURER F :	

INSURED
J and B Electronic Door Service, Inc.
11415 Ilex Avenue
San Fernando, CA 91340

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		CSAR-CGL-0007226-01	5/21/2025	9/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			JBAU661025	9/30/2025	9/30/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			VUMC0366171	9/30/2025	9/30/2026	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WPH 5057390 05	9/30/2025	9/30/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of San Fernando is named as additional insured where the above box is checked per attached endorsement(s) on the General Liability when required by written contract, fully executed prior to the Named Insured's Work.

CERTIFICATE HOLDER

City of San Fernando
117 MacNeil Street
San Fernando, CA 91340

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R J Strozak

ACORD 25 (2016/03)

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CONTRACT NO. 2588

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

J&B Electronic Door Service, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11415 Ilex Ave.

Requester's name and address (optional)

6 City, state, and ZIP code

San Fernando, CA 91340

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	4	0	4	8	7	1	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kevin Kunzel Date ▶ 7/3/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager
By: Alejandro Mendez, Acting Water Operations Manager

Date: October 5 , 2026

Subject: Receive and File Status Update on Well 2A Nitrate Treatment Plant Expansion Project No. 7630

RECOMMENDATION:

It is recommended that the City Council receive and file the status report for the Well 2A Nitrate Treatment Plant Expansion Project No. 7630.

BACKGROUND:

1. On May 22, 2025, staff identified a critical mechanical failure at Well 2A, rendering it inoperable.

2. On June 2, 2025, the City Manager authorized urgency procurement and repair Well 2A. This action enabled General Pump to mobilize for immediate repair.

3. On September 2, 2025, the City Council awarded Contract No. 2424 to Civiltec Engineering, Inc. for Professional Engineering Design Services for a new Well 2A Nitrate Treatment Plant Expansion System and approved Contract No. 1920(d) to Envirogen Technologies, Inc. for a proprietary Ion Exchange Nitrate Removal Treatment System for Well 2A Nitrate Treatment Plant Expansion System.

4. On September 3, 2025, a Notice to Proceed was issued to both Civiltec Engineering, Inc. and Envirogen Technologies for professional engineering design services and purchase of a proprietary Ion Exchange Nitrate Removal Treatment System at Well 2A.

5. On October 27, 2025, the City received approval from the State Water Resources Control Board, Division of Drinking Water, to return Well 2 to service following the completion of rehabilitation work performed by General Pump.

6. On December 10, 2025 the City received an extension to the state grant awarded by the State Water Resources Control Board (SWRCB) through the Drinking Water State Revolving Fund (DWSRF) Program, Grant Agreement No. D2202021. The new deadline date is June 30, 2028.

REVIEW: ☒ City Clerk ☒ Director of Admin Services ☒ City Manager

7. On June 15, 2026, the City Council continued the item to a special City Council meeting on June 29, 2026.

8. On June 29, 2026, the City Council directed staff to bring back quarterly updates on Well 2A Nitrate Treatment Plant Expansion Project No. 7630.

ANALYSIS:

Maintaining and upgrading the City'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 the higher cost of 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 key part of the City's water supply. The table below shows the City's wells and production:

Groundwater Sources		
Source	**Status**	**Capacity GPM (Gals. Per Min.)**
Well 2A	Active	2,030 gpm
Well 3	Active	1,100 gpm
Well4A	Active	400 gpm
Well 7A	Active	900 gpm

Well 2A, located at 14060 Sayre Street, Sylmar, CA (Attachment "A"), is the City's highest-capacity well, capable of producing approximately 2,030 gpm, enough to meet the City's full daily water demand on its own (approximately 2,030 gpm during normal climate conditions and 3,000 gpm during peak operating conditions in the summer). Restoring Well 2A to full operation is critical to maintaining the City's long-term water independence and supply reliability. Relying on MWD water or other outside sources, when necessary, is potentially more expensive to the residents of San Fernando than treating the City's own groundwater. For example, a single-family residence with a ¾-inch meter using the current average of 30 units of water would pay significantly more under MWD pass-through rates. For illustrative purposes, the cost would be approximately $85 more per billing cycle—about 35.6% higher—than if the same water were supplied from the City's groundwater:

	City Usage ($3.28/unit)	MWD Pass-Thru Usage ($6.10/unit)
Usage Fee	$98.40	$183.00
Service Fee	$56.63	$56.63
Sewer Fee	$82.40	$82.40
Total Bill:	**$237.43**	**$322.03**

Project Overview for Well 2A.

The project involves design and construction of a new nitrate removal treatment system using a proprietary regenerable ion exchange (IX) system supplied by Envirogen Technologies, which is the same approach used successfully at Wells 3 and 7A. Key components include:

- Nitrate removal treatment system and associated components
- Building expansion, HVAC, piping, and site improvements
- Electrical equipment upgrades with automatic auxiliary generator
- On-site bathroom facility and chlorine room relocations
- Flush-to-waste discharge infrastructure

The following summarizes the project status by phase:

Phase	Status Summary
Phase 1 – Project Management	**Ongoing.** Communication protocols and work plan established. Monthly progress meetings held with Civiltec, Envirogen, and City staff.
Phase 2 – Data Gathering	**Complete.** Utility records reviewed, topographic survey completed, field investigations conducted, geotechnical drilling and percolation testing done.
Phase 3 – 30% Preliminary Design	**Complete.** 30% submittal delivered December 11, 2025; City review completed December 25, 2025; review meeting held December 26, 2025.
Phase 4 – Final Design (60/90/100%/Final)	**In Progress**. 80% drawings submitted by Civiltec Engineering firm to the City on August 31, 2026. Following the City's review of the 80% drawings, the next submittal will be 90-95% design. Follow up is currently scheduled, however, with the Los Angeles Department of Water and Power (LADWP) regarding logistical constraints of the brine tank location and the requirements for the new electrical service. The City will coordinate with LADWP for solutions and /or waivers.
Phase 5 – Permitting & CEQA	**In Progress.** • Industrial waste disposal permit is confirmed and paid, pending final inspection when plant is operational.

	• The City of Los Angeles A-Permit is required for sidewalk, curb/gutter, driveway, which was submitted to the City of Los Angeles on September 2, 2026. • The S-Permit is pending submittal to connect a new sewer lateral on the property. • The U-Permit is anticipated to be not required due to the sewer house connection lateral is already extended to the property line and work to connect to this will not encroach into public right-of-way. •
Phases 6 & 7 – Bid & Construction	**Upcoming.** Bidding to commence December 2026; construction scheduled April 2027 – December 2027. Project closes out by February 2028.

BUDGET IMPACT:

The project is fully funded by a state grant awarded by the State Water Resources Control Board (SWRCB) through the Drinking Water State Revolving Fund (DWSRF) Program, Grant Agreement No. D2202021. No additional funds are requested at this time.

Funding Source	Amount
State Grant – SWRCB / DWSRF (Principal Forgiveness)	$7,000,000
Total Estimated Project Budget	**$7,000,000**

CONCLUSION:

Staff recommends that the City Council receive and file the status update on Well No. 2A Treatment Plant Expansion Project No. 7630.

ATTACHMENT:

A. Project Vicinity/Location Map

ATTACHMENT "A"

Google Maps 14060 Sayre St



Imagery ©2026 Google, Map data ©2026 , Map data ©2026 Google 20 ft

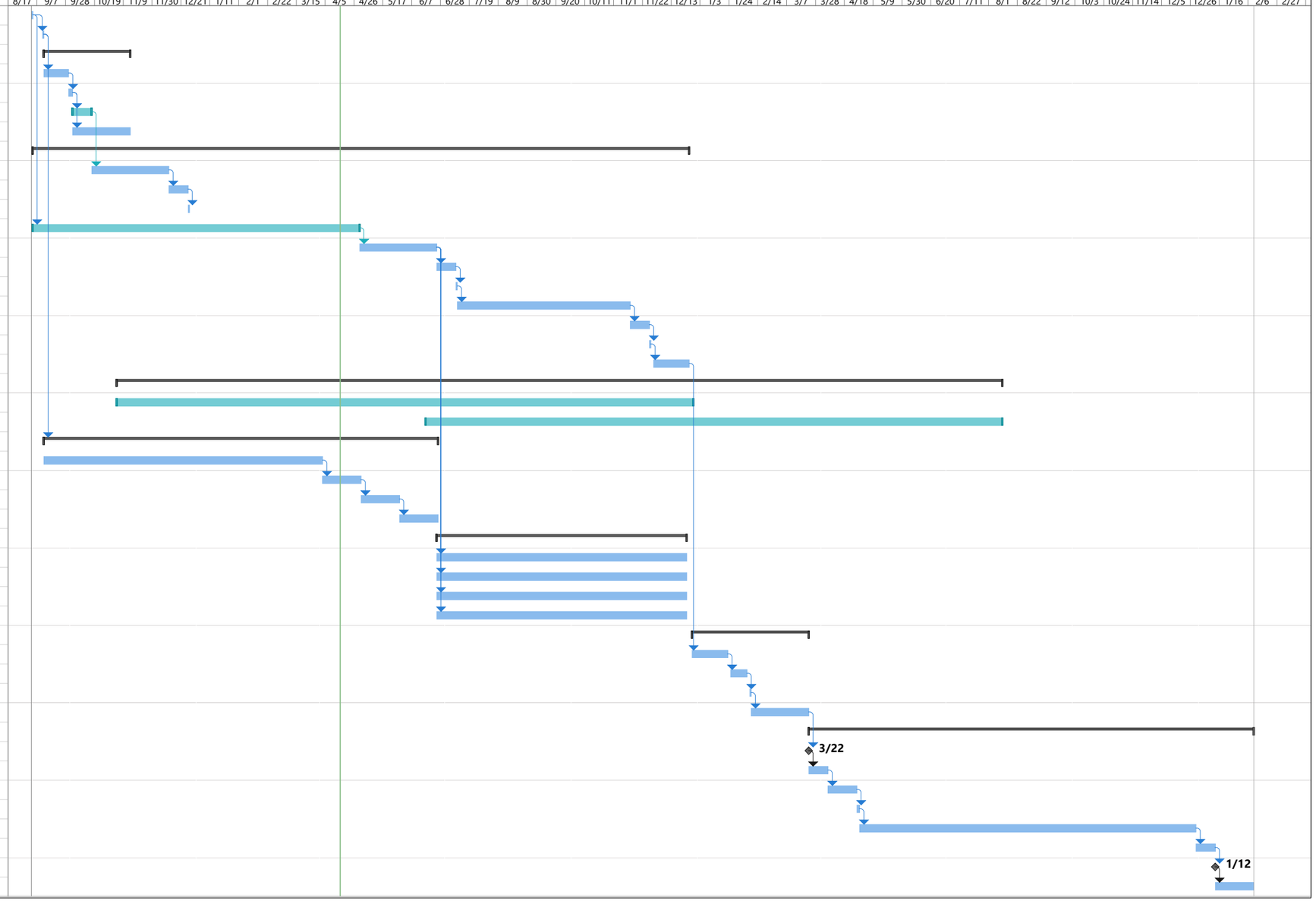


Photos

ATTACHMENT "B"

City of San Fernando
Well 2A
Nitrate Treamtent Plant

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Wed 9/3/25	Wed 9/3/25
2	Kick-Off Meeting	1 day	Thu 9/11/25	Thu 9/11/25
3	**Data Gathering and Site Investigation**	**45 days**	**Fri 9/12/25**	**Thu 11/13/25**
4	Research and Review	12 days	Fri 9/12/25	Mon 9/29/25
5	Topographic Survey	3 days	Tue 9/30/25	Thu 10/2/25
6	Base Mapping	10 days	Fri 10/3/25	Thu 10/16/25
7	Geotech Investigation	30 days	Fri 10/3/25	Thu 11/13/25
8	**Construction Documents**	**342 days**	**Thu 9/4/25**	**Fri 12/25/26**
9	Prepare 30% Submittal	40 days	Fri 10/17/25	Thu 12/11/25
10	City 30% Submittal Review	10 days	Fri 12/12/25	Thu 12/25/25
11	30% Submittal Review Meeting	1 day	Fri 12/26/25	Fri 12/26/25
12	Envirogen Treatment Drawings	170 days	Thu 9/4/25	Wed 4/29/26
13	Prepare 60% Submittal	40 days	Thu 4/30/26	Wed 6/24/26
14	City 60% Submittal Review	10 days	Thu 6/25/26	Wed 7/8/26
15	60% Submittal Review Meeting	1 day	Thu 7/9/26	Thu 7/9/26
16	Prepare 90% Submittal Review	90 days	Fri 7/10/26	Thu 11/12/26
17	City 90% Submittal Review	10 days	Fri 11/13/26	Thu 11/26/26
18	90% Submittal Review Meeting	1 day	Fri 11/27/26	Fri 11/27/26
19	Prepare Final Signed and Stamped PS&E	20 days	Mon 11/30/26	Fri 12/25/26
20	**Equipment Pre-Purchase**	**461 days**	**Tue 11/4/25**	**Tue 8/10/27**
21	Envirogen Treatment Package	300 days	Tue 11/4/25	Mon 12/28/26
22	Switchgear and MCC	300 days	Wed 6/17/26	Tue 8/10/27
23	**CEQA**	**205 days**	**Fri 9/12/25**	**Thu 6/25/26**
24	Prepare Admin Draft	145 days	Fri 9/12/25	Thu 4/2/26
25	Lead Agency and Responsible Party Review	20 days	Fri 4/3/26	Thu 4/30/26
26	Final CEQA Draft	20 days	Fri 5/1/26	Thu 5/28/26
27	City Council Adoption and Final Filing	20 days	Fri 5/29/26	Thu 6/25/26
28	**City Permits**	**130 days**	**Thu 6/25/26**	**Wed 12/23/26**
29	San Fernandio Building and Safety Permit	130 days	Thu 6/25/26	Wed 12/23/26
30	City of LA A-Permit	130 days	Thu 6/25/26	Wed 12/23/26
31	City of LA S-Permit	130 days	Thu 6/25/26	Wed 12/23/26
32	City of LA U-Permit	130 days	Thu 6/25/26	Wed 12/23/26
33	**Bidding Phase**	**61 days**	**Mon 12/28/26**	**Mon 3/22/27**
34	Advertise for Bids	20 days	Mon 12/28/26	Fri 1/22/27
35	Evaluate Bids	10 days	Mon 1/25/27	Fri 2/5/27
36	Bid Award	1 day	Mon 2/8/27	Mon 2/8/27
37	Contract Execution	30 days	Tue 2/9/27	Mon 3/22/27
38	**Construction Phase**	**232 days**	**Mon 3/22/27**	**Wed 2/9/28**
39	Contractor Notice to Proceed	0 days	Mon 3/22/27	Mon 3/22/27
40	Material Submittals	10 days	Tue 3/23/27	Mon 4/5/27
41	Materials Procurement	15 days	Tue 4/6/27	Mon 4/26/27
42	Mobilization	2 days	Tue 4/27/27	Wed 4/28/27
43	Construction	175 days	Thu 4/29/27	Wed 12/29/27
44	Final Punchlist	10 days	Thu 12/30/27	Wed 1/12/28
45	Project Closeout	0 days	Wed 1/12/28	Wed 1/12/28
46	As-Built Drawings	20 days	Thu 1/13/28	Wed 2/9/28



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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

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

Date: October 5, 2026

Subject: Consideration to Approve a Professional Services Agreement with Bob Murray & Associates for Executive Recruitment Services for the Police Chief Position

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a Professional Services Agreement with Bob Murray & Associates (Attachment "A" - Contract No. 2592) for Executive Recruitment Services for the Police Chief Position, in an amount not-to-exceed $30,000; and

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

BACKGROUND:

1. On June 4, 2026, the City received a notice of retirement from Police Chief Fabian Valdez with a last date of City Service for June 19, 2026.

2. On June 10 2026, City Manager Kith appointed John Perez as Acting Police Chief.

3. On August 3, 2026, the City Council approved Resolution Nos. 8474 and 8475 (Attachment "B") authorizing contracts of appointments for Acting Police Chief (John Perez) from June 10, 2026 through August 3, 2026, and Interim Police Chief (Anthony Miranda) starting August 4, 2026; and approved release of a Request for Proposals (RFP) for Executive Recruitment Services for the Police Chief Position.

4. On August 4, 2026, city staff released the RFP for Executive Recruitment Services for the Police Chief Position.

5. By September 10, 2026, the City received proposals from seven (7) firms and evaluated viability based on scope of services, timeline for service delivery, comparative and relevant experience, and project costs.

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

ANALYSIS:

The Police Chief is responsible for directing and managing all operations of the City's Police Department, including law enforcement services, crime prevention, and crime suppression. This position is essential to maintaining uninterrupted departmental operations and ensuring the safety and welfare of the San Fernando community. To provide leadership continuity during this transition, the City Council authorized John Perez, to serve in an acting capacity through August 3, 2026 and subsequently, Anthony Miranda, to serve as the San Fernando Police Department Interim Police Chief until the position is permanently filled.

To move forward with a permanent replacement, the City Council authorized the recruitment and selection of the next Police Chief to be conducted by a professional executive recruitment firm, ensuring a comprehensive process with meaningful community involvement. An RFP was released on August 4, 2026 to solicit proposals from qualified consultants specializing in public sector and public safety executive placements to support the City in its recruitment of the next Police Chief.

By the deadline of September 10, 2026, seven (7) proposals were received for consideration from the following vendors:

FIRM NAME	PROPOSED COST ($)
Alliance Resource Consulting	22,000
Bob Murray & Associates	30,000
Civic Leadership Search Partners	42,000
CPS HR Consulting	30,000
MGT Impact Solutions, LLC	44,500
Strategic Government Resources	32,919
WBCP, Inc.	31,000

Staff conducted initial evaluations of all proposals based on completeness and comprehensiveness, responsiveness to the City's issues; potential benefit to the City; experience providing similar services to other municipalities, cost effectiveness, and quality of proposed project staff. Three finalists were then interviewed for additional information. Staff determined that Bob Murray & Associates, based on their proposal (Exhibit "A" to Attachment "A") and interview, met all required criteria outlined in the RFP. The firm demonstrated a strong understanding of the intended scope of services and has specific experience in public sector and public safety leadership placements. Their proposal presented a solid, cost-effective approach for a flat, all-inclusive fee of $30,000 with a clearly defined recruitment and placement timeline of approximately 13 to 16 weeks.

Bob Murray & Associates is a premier public safety executive recruitment partner for the Western United States with over 34 years of experience and a network of more than 40,000 professionals and organizations. The firm brings a proven track record of success having conducted numerous national and regional searches for police chiefs with a deep understanding

of policing and first-responder culture as well as evolving community expectations enables us to deliver exceptional results tailored to your community's unique needs.

Scope of Services.
The scope of the agreement with Bob Murray & Associates includes the management of a comprehensive, inclusive, and competitive recruitment effort for the next Police Chief in a two (2) phase process: (1) Community & Stakeholder Engagement and (2) Recruitment & Selection. The process will include conducting multilingual community-oriented processes that will allow staff, residents, business owners and community stakeholders opportunities to participate in identifying ideal characteristics of the next San Fernando Police Chief. More details regarding the process and required services include, but are not limited to the following:

- *Phase I – Community & Stakeholder Engagement:* Bob Murray & Associates will begin the process by developing the candidate profile. Through this initial step, the values, culture, and priorities of San Fernando will be captured.
    - The firm will begin by conducting a comprehensive stakeholder engagement to gather input from elected officials, police department employees, residents, and business community members regarding the qualities and characteristics of the ideal candidate. This outreach may include virtual meetings, one-on-one discussions, online stakeholder surveys, and town hall sessions, all structured to ensure multilingual access and equitable participation.
    - Following completion of the comprehensive stakeholder meetings, Bob Murray & Associates will compile the feedback and develop an Ideal Candidate Profile that accurately reflects community input and organizational needs. This profile will be presented to the City Council, prior to advancing to subsequent recruitment phases.

- *Phase II – Recruitment & Selection:* Bob Murray & Associates will use the ideal candidate profile to produce a professional recruitment brochure and marketing materials for distribution across national law enforcement and executive networks; vet applicants through resume reviews, preliminary interviews, and credential verification, then present a list of qualified candidates with summaries of their experience, interview impressions, strengths, and concerns; design structured interview processes, develop questions and evaluation tools, and facilitate interviews and related assessment activities with City staff; and conduct background reviews and reference checks for finalists and support the City with negotiations and onboarding for the selected candidate.

BUDGET IMPACT:

The total cost of the Professional Services Agreement with Bob Murray & Associates shall not exceed $30,000. The City anticipates a cost savings due to the vacancy in the permanent Police Chief position. The projected cost savings in retirement and other benefit expenses is estimated to offset the cost of the contract. Staff recommends transferring these salary savings (Account #001-222-0000-various) to professional services (Account #001-222-0000-4270), which will provide sufficient funding to support the costs associated with this Agreement.

CONCLUSION:

Staff recommends that the City Council approve a Professional Services Agreement with Bob Murray & Associates (Contract No. 2592) for Executive Recruitment Services for the Police Chief Position, in an amount not-to-exceed $30,000; and authorize the City Manager, or designee, to execute the agreement and make non-substantive edits.

ATTACHMENTS:

A. Contract No. 2592, including:
   Exhibit “A”: Bob Murray & Associates – Proposal
B. Resolution No. 8474 and 8475

CONTRACT NO. 2592

2026
PROFESSIONAL SERVICES AGREEMENT
(Parties: Bob Murray & Associates and City of San Fernando)
(Engagement: Executive Recruitment Services for the Police Chief Position)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 5th day of October, 2026 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Bob Murray & Associates (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 executive recruitment services for the Police Chief position; 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, CITY staff has determined the position of Police Chief constitutes a hard-to-fill classification and has historically experienced significant turnover; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of October 5, 2026, 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 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 "EXECUTIVE RECRUITMENT SERVICES FOR POLICE CHIEF" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "A PROPOSAL TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF POLICE CHIEF" (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, while expanding the community and stakeholder engagement to multilingual, multistage process consisting of:

- Conducting a comprehensive stakeholder engagement to gather input from elected officials, police department employees, and resident and business community members regarding the qualities and characteristics of the ideal candidate. This outreach may include virtual meetings, one-on-one discussions, online stakeholder surveys, and town hall sessions, all structured to ensure multilingual access and equitable participation.
- Compiling the feedback and developing an Ideal Candidate Profile that accurately reflects community input and organizational needs. This profile will be formally presented to the City Council prior to advancing to subsequent recruitment phases.

1.2 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 and shall complete all of the Work by or before March 31, 2027 (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 Exhibit B. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, may not exceed the aggregate sum of **THIRTY THOUSAND DOLLARS ($30,000)** (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.

1.4 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 Director of Administrative Services, Erica Melton (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 Jon Lewis, Senior Executive Recruiter 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: Jon Lewis, Senior Executive Recruiter.

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.

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:
Bob Murray & Associates
1544 Eureka Road, Suite 180
Roseville, CA 95661
Attn: Jon Lewis
Phone: 916-784-9080
Email: jonl@bobmurrayassoc.com

CITY:
City of San Fernando – Admin Services
117 Macneil Street
San Fernando, CA 91340
Attn: Erica Melton
Phone: 818-898-7307
Email: emelton@sanfernando.gov

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: _____
Kanika Kith, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

BOB MURRAY & ASSOCIATES:

By: _____

Name: _____

Title: _____

Date: _____

BOB MURRAY & ASSOCIATES
Experts In Executive Search

A Proposal to Conduct an Executive Recruitment

for the Position of

POLICE CHIEF

on behalf of the

THE CITY OF SAN FERNANDO

1544 Eureka Road, Suite 180
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

September 3, 2026

Ms. Kanika Kith
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Submitted via email to: SIbarra@sanfernando.gov

Dear Ms. Kith:

Bob Murray & Associates is pleased to submit a proposal to conduct the Police Chief recruitment for the City of San Fernando. The following details our unique qualifications and describes our systematic–yet flexible–method of identifying, recruiting, and screening outstanding candidates on your behalf. Bob Murray & Associates is proud to offer straightforward, ***all-in pricing***, eliminating surprises and making the experience simple and stress-free. This proposal includes information on our proven process, a timeline, and a guarantee.

When you work with Bob Murray & Associates, you're partnering with the premier public safety executive recruitment partner for the Western United States. Our firm brings a proven track record of success having conducted numerous national and regional searches for police chiefs, fire chiefs, public safety directors, and other key public safety executives. We embed equity at every stage of our process–from stakeholder engagement and community input, to inclusive outreach strategies. Our *deep* understanding of policing and first-responder culture as well as evolving community expectations enables us to deliver exceptional results tailored to your community's unique needs.

We combine nationwide reach with a personalized, hands-on approach. Our comprehensive recruitment process–from stakeholder engagement and community input to candidate outreach, vetting, and final selection–ensures a diverse, qualified, and mission-aligned pool of candidates. We are proud of our strong reputation for professionalism, discretion, and our unwavering commitment to inclusivity, ethics, and excellence.

Our public safety Executive Recruiters are experienced former police executives–professionals who are passionate about public service and attuned to current trends in government leadership. With over 34 years of experience and a network of more than 40,000 professionals and organizations, we've built a strong reputation for delivering exceptional executives and achieving repeat success with our clients.

Current and recent recruitments we have completed similar in scope to your upcoming search include the following:

2026

- City of Richmond, CA (Assistant Police Chief) - *Current*
- City of Redding, CA (Police Chief) - *Current*
- City of Anaheim, CA (Deputy Police Chief)
- CSU San Bernardino, CA (Chief of Police)
- UC Santa Barabara, CA (Chief of Police)
- City of Pasco, WA (Police Chief)
- City of Rohnert Park, CA (Director of Public Safety)
- City of Roseville, CA (Police Chief)
- City of Palmdale, CA (Director of Public Safety)

2025

- City of Fountain Valley, CA (Police Chief)
- City of Richmond, CA (Police Chief)
- City of Walnut Creek, CA (Police Chief)
- City of Soledad, CA (Police Chief)
- City of Burbank, CA (Police Chief)
- City of Newport Beach, CA (Police Chief)
- City of Pacific Grove, CA (Police Chief)
- City of Ventura, CA (Police Chief)

2024

- City of Santa Ana, CA (Police Chief)
- City of Los Angeles, CA (Police Chief)
- City of Salinas, CA (Police Chief)
- Burbank-Glendale-Pasadena Airport, CA (Deputy Police Chief)
- City of Cotati, CA (Police Chief)
- City of Newport Beach, CA (Deputy Police Chief)
- City of Palos Verdes Estates, CA (Police Chief)
- City of Petaluma, CA (Police Chief)
- City of Ridgecrest, CA (Police Chief)
- City of San Diego, CA (Police Chief)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Adele Fresé, Jon Lewis, Jeff Mori, Mike Ishii, or Ian Schmutzler, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project. Your Recruiter's biography is attached for your review.

To learn first-hand about the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 17 of the attached proposal. We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive first-responder executive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 34+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of San Fernando's needs will be key to a successful search. Adele Fresé, Jon Lewis, Jeff Mori, Mike Ishii, or Ian Schmutzler will meet virtually with the City Manager and key stakeholders to learn as much as possible about the ideal candidate for the Police Chief position. Key stakeholders often include:

- Council/Board Members – up to five virtual one-on-one meetings with the Recruiter
- Internal Stakeholders (e.g. Department Heads) – up to two virtual group meetings with the Recruiter
- External Stakeholders (e.g. Chamber of Commerce, Community Groups) – one virtual one-on-one or group meeting with the Recruiter

Internal and External Stakeholders

We find that many of our clients value a recruitment process that opens the opportunity for employees, community members, business leaders, and organization representatives to provide input regarding the ideal candidate. Our recruiters are skilled in virtually facilitating group staff meetings, forums for the business community, and/or town hall meetings that provide for equitable involvement from a variety of constituencies.

If the City of San Fernando desires, we will work with the City Manager to create a customized virtual community and/or staff input process. *Please note: Virtual facilitation of stakeholder meetings is included in the professional fee. On-site Recruiter facilitation is available for an additional fee – please refer to "Costs and Guarantee" on page 9 for pricing information.*

Online Stakeholder Surveys

Sometimes clients are seeking input from a wider range of stakeholders—such as community members, business leaders, and organization representatives—online surveys are ideal to solicit input regarding qualities of the ideal candidate. Our experienced recruiters excel at crafting targeted, thoughtful, open-ended questions and can design a customized survey, providing a link for easy sharing on your website.

After closing, your dedicated Recruitment Coordinator will send you the survey response data for your review and analysis. This proposal includes one Online Survey. Additional Online Surveys are available under Optional Services (please refer to page 9).

We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of San Fernando.

Your Recruiter will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Manager and your Recruiter will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Step 2 Design/Distribute Brochure and Advertisements

Your Recruiter and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of San Fernando to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of San Fernando that you feel best represent your organization and your community.

Upon your approval, your Recruiter will send the brochure by email (and postal mail if desired) to a targeted audience, personally inviting potential candidates to apply for the Police Chief position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your Recruiter will also design an effective advertising campaign appropriate for the Police Chief recruitment. Our broadest outreach comes through our active social media involvement on LinkedIn as well as our monthly newsletter where upcoming and current positions are featured. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Police Chief field.

Suggested Law Enforcement-specific advertising sources for the City of San Fernando's search include:

- California Police Chiefs Association
- Hispanic American Police Command Officers Association
- International Association of Chiefs of Police
- National Organization of Black Law Enforcement Executives

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is **proud of its commitment to attracting and placing diverse candidates**. Nearly 50% of our last 100 placements were women; Hispanic placements 25%; African American placements 13%; Asian placements 21%; and Native American placements at 1%. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Your Recruiter will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of San Fernando, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Police Chief position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through **over 2,100 successful placements**, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time–time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Police Chief recruitment.

Step 4 Screen Candidates

Following the closing date for the recruitment, your Recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and your Recruiter will discuss with the City Manager how the City of San Fernando wishes to proceed with these candidates.

Step 5 Conduct Preliminary Interviews

Your Recruiter will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Teams, or other convenient videoconferencing applications.

Step 6 Search Public Records

Under the direction of your Recruiter, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your Recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

Step 7 Make Recommendations

Based on our findings during the preliminary interview process, your Recruiter will meet with the City Manager virtually or on site to share the complete applicant list and recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of interviewees will be up to you.

We typically recommend 6-8 candidates that we feel best match your expectations and prepare a detailed report on each candidate. This virtual "Recommended Finalist" eBook is provided to each member of the decision-making body and includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

Step 8 Facilitate Panel Interviews

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of San Fernando to craft and implement an interview approach that fits your needs. This may include panel and/or individual interviews by the City Manager; key stakeholders, community/employee interview panels; writing and presentation samples; meet-and-greets; or other specialized process elements your Recruiter helps the City of San Fernando to design.

Your Recruiter will be present on-site during the panel interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided for each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

Step 9 Conduct Background and Reference Checks

Your Recruiter and your Recruitment Coordinator will conduct detailed reference checks for up to two (2) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with the two (2) final candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

Step 10 Assist in Negotiations

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Your Recruiter will know what other organizations have done to put deals together with great candidates and what the current market is like for Police Chief positions in organizations like the City of San Fernando's. Your Recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of San Fernando, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your Recruiter on behalf of the City of San Fernando.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Your Recruiter will be available to the City of San Fernando by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The **all-inclusive professional services fee** for conducting the Police Chief recruitment on behalf of the City of San Fernando is **$30,000**. Services provided for in this fee consist of all steps outlined in this proposal, including design and distribution of the recruitment brochure, advertising, marketing and promotion, administrative support, public records research, comprehensive background reporting on the final candidates, postage, technology, and two days of on-site meetings. **The price is fixed and will remain the same even if the client decides not to have Bob Murray & Associates carry out some of the specific steps outlined in this proposal**. This price is valid for 60 days from the date of this proposal.

Optional Services *are listed below and are in addition to the professional services fee. Expense reimbursement for* ***Consultant travel*** *related to* *additional* *on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the City of San Fernando.*

The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of San Fernando. Therefore, your Recruiter will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

Optional Services

- **Additional virtual stakeholder meetings**: $250/meeting
- **Additional on-site meeting days**: $1,500/day/Consultant, plus travel expenses
- **Online Surveys**: $500/each (includes preparing recommended questions, preparing and sharing the survey link, closing the survey, and sending the survey response data for your review and analysis
- **Additional background checks**: $300/candidate
- **Additional reference checks**: $500/candidate
- **Additional hires**: $9,000/candidate

GUARANTEE

In the event a candidate recommended by our firm resigns or is terminated within the first 12 months of employment, Bob Murray & Associates will provide the City of San Fernando with professional services to secure a replacement. Services will be provided at no cost, aside from the following *reimbursable* expenses incurred on the City of San Fernando's behalf during the new search:

- Brochure design and distribution ($695 reprint only, $1,275 edit/reflow/reprint) (*if needed*)
- Advertising actual costs (estimated at $2,975)
- Public records search for all new candidates ($500)
- Background Checks ($300/candidate)
- Reference Checks ($500/candidate)
- Consultant travel reimbursement (if travel is needed)
- *Plus any applicable Optional Services, if desired*

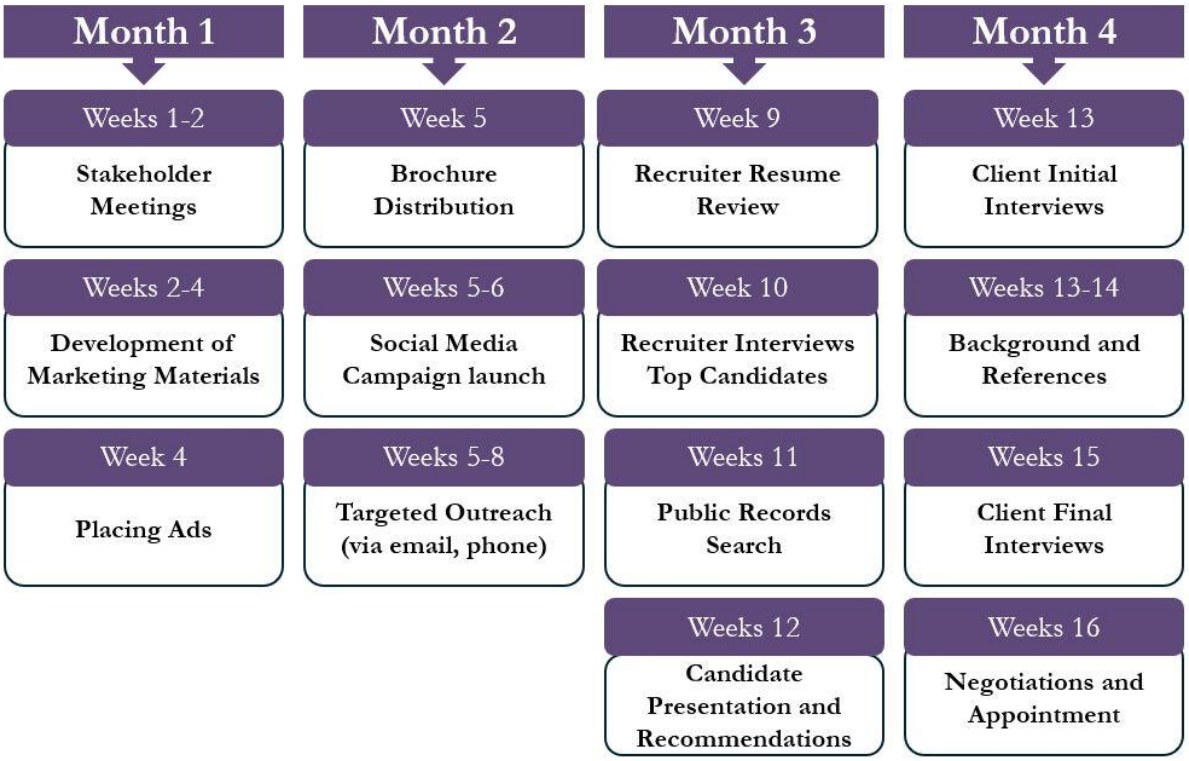
In the event that a placement is not made from the initial recruitment, Bob Murray & Associates will provide professional services to conduct one additional recruitment. Services will be provided at no cost. However, the City of San Fernando will be responsible for the *reimbursable* expenses as noted above.

We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of San Fernando. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of sixteen (16):

- Valerie Gaeta Phillips, *President and Owner*
- Gary Phillips, *Executive Vice President*
- Yasmin Beers, *Vice President & Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Senior Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Michael Ishii, *Executive Recruiter*
- Ian Schmutzler, *Executive Recruiter*
- Troy Brown, *Executive Recruiter, Career Coach*
- Stephanie Dietz, *Career Coach*
- Melanie Richardson, *Career Coach*
- Kathy Lolas, *Executive Recruitment Coordinator and Operations Manager*
- Grace Owens, *Senior Recruitment Coordinator*
- Steph Souza, *Recruitment Coordinator*
- Alexandria Huesca, *Recruitment Support*

Please see your lead recruiter's biography below:

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER



Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

JON LEWIS, SENIOR EXECUTIVE RECRUITER



Jon Lewis brings over 30 years of municipal government experience to Bob Murray and Associates. Jon began his career in public service in 1991 with the City of Newport Beach, an iconic coastal community of 53 square miles in Southern California. After successfully working his way through the ranks of the Police Department, he honorably retired in December of 2022 after serving as the Chief of Police for nearly seven years. Jon is known for his commitment to selfless service, ethical leadership and maintaining longstanding community partnerships. During his tenure as Chief of Police, the Newport Beach Police Department achieved reduction in crime to historic lows through effective, data-driven community policing strategies as well as excellence in emergency response and 911 call answer times.

Jon graduated with honors from California State University Long Beach with a Bachelor of Science degree in Criminal Justice and Speech Communication and holds a Master of Arts degree in Criminal Justice from Chapman University. He is a graduate of several advanced law enforcement training courses including the California Commission on Peace Officer Standards and Training Command College. Jon has authored two university-level textbooks in criminal justice and is an instructor with the Center for Criminal Justice Research and Training at California State University Long Beach.

He and his wife, Darcy, have two children and reside in Orange County.

JEFF MORI, EXECUTIVE RECRUITER



Jeff Mori has 31 years of local government experience he brings to Bob Murray and Associates, having retired as the Vancouver, WA Chief of Police in October 2024.

Jeff started his career at the Washington County Sheriff's Office in Hillsboro, OR, finishing his tenure as the Undersheriff. He joined the Vancouver Police Department in 2019.

He has significant experience working and collaborating with a variety of government and public stakeholders. Jeff develops strong relationships and assists others in reaching their full potential and goals.

Whether working as a government executive, volunteer sports coach, or professional instructor, Jeff quickly recognizes talent. He understands the importance of providing meaningful feedback and helping people navigate complex processes.

Jeff is a graduate of the FBI National Academy, Harvard Kennedy School's Senior State and Local Executives program, and PERF's Senior Management Institute for Police. He obtained his Bachelor of Science Degree from Oregon State University. He and his wife reside in southwest Washington State, and have three adult children.

MICHAEL ISHII, EXECUTIVE RECRUITER



Michael Ishii is a retired Police Chief and consultant specializing in public safety and government technology. From August 2024 to January 2025, he served as Interim Police Chief for the Fountain Valley Police Department in Orange County, CA.

Previously, he spent 32 years with the Hawthorne Police Department, serving as Chief from 2018 to 2022. During his tenure, he helped transform the department into a community policing-driven organization focused on employee empowerment, officer wellness, and innovation. He spearheaded the Hawthorne Safe Initiative, enhancing public safety in parks, schools, neighborhoods, traffic, and businesses. He launched Care for Blue, a wellness program supporting mental health, career development, financial planning, and physical well-being. Under his leadership, HPD became the first agency in the region to hire a full-time Medical Director and implement a paramedic and EMT training program for officers, significantly improving emergency response capabilities. These initiatives strengthened departmental culture, resilience, and public trust, positioning HPD as a leader in innovative policing.

Mike is currently an Instructor for the California Police Chiefs Association (CPCA) Executive Leadership Program. He is also a member of the National Association of Asian American Law Enforcement Commanders (NAAALEC), where he provides career guidance, leadership training, and mentorship to its members, helping to cultivate the next generation of law enforcement leaders.

Mike also serves on the Advisory Board for Carfax for Police, offering expertise on data-driven law enforcement strategies and technology integration. Additionally, he is a subject matter expert in community policing with the U.S. Department of Justice Community Oriented Policing Services (COPS Office), contributing to national policing initiatives.

Mike received his MA from California State University Dominguez Hills in Negotiation, Conflict/Management, and BA from California State University Long Beach in Communication Studies - Interpersonal and Organizational Communication.

Mike was born in Japan and grew up on a US military base near Tokyo. He is fluent in Japanese.

IAN SCHMUTZLER, EXECUTIVE RECRUITER



Ian Schmutzler was born and raised in Northern California and brings 28 years of law enforcement experience, including 11 years as a second-in-command and more than 3 years as police chief, to the Bob Murray & Associates team.

Ian began his career in 1997 as a police officer in the City of Oakland, California and after spending three years at the Oakland Police Department, Ian was hired by the Vacaville Police Department in 2000. During his career, Ian worked as an undercover narcotics detective, hostage negotiator, and defensive tactics instructor, among several other specialized assignments.

In 2006, Ian was promoted to the rank of sergeant and in 2011 promoted to lieutenant, which, at that time, was just below the rank of chief of police. Ian was promoted to the newly-created rank of captain in 2014 and oversaw both the Field Operations and Field Support Bureaus in that capacity, as well as, serving as acting police chief in 2021. In January of 2022, Ian was selected by City Manager Aaron Busch to be the permanent Chief of Police for the City of Vacaville.

Throughout his career, Ian has participated in more than 80 public sector hiring and promotional processes as a panelist, a facilitator, a recruiter, and a proctor, gaining valuable experience evaluating leadership capabilities and the attributes of successful public sector leaders.

Ian is a 13-year member of the California Police Chiefs Association and the CPCA Law & Legislation Committee. Ian is a graduate of the California POST Command College, Class 59, where Ian's Futures Portfolio Project article was selected and appeared in the Dec. 2017 issue of the International Association of Police Chief's Magazine. In addition, Ian is a graduate of the Police Executive Research Forum Senior Management Institute for Policing and obtained a Executive Post-Graduate Certificate in Law Enforcement Command from the University of San Diego.

Ian graduated from California State University, Sacramento, in 1997 with a Bachelor of Science degree in Criminal Justice and a Master of Science degree in the same field of study in 2004.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

"PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of San Fernando:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues. Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT:	City of Anaheim, CA
POSITION:	Deputy Police Chief
REFERENCE:	Ms. Luz Flores, Recruitment Manager (714) 765-4572
CLIENT:	City of Palmdale, CA
POSITION:	Director of Public Safety
REFERENCE:	Ms. Sara Gallagher, Assistant City Manager (661) 267-5279
CLIENT:	City of Richmond, CA
POSITION:	Police Chief
REFERENCE:	Ms. Irene Lozano, Executive Assistant to the City Manager (510) 621-1264
CLIENT:	City of Ventura, CA
POSITION:	Police Chief
REFERENCE:	Mr. Bill Ayub, City Manager (805) 654-7740

We appreciate the City of San Fernando's consideration of our proposal and look forward to working with you.

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

ATTACHMENT "B"

RESOLUTION NO. 8474

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPOINTING JOHN PEREZ AS INTERIM POLICE CHIEF UNDER GOVERNMENT CODE SECTIONS 21221(H) AND 7522.56 AND APPROVING THE JOB DESCRIPTION

WHEREAS, Fabian Valdez (Valdez) retired as Police Chief of the City of San Fernando on June 19, 2026, resulting in a vacancy of this position June 20, 2026; and

WHEREAS, the City of San Fernando is actively recruiting for the Police Chief position, a process that is expected to take several months; and

WHEREAS, the City of San Fernando needs to fill the position of Police Chief on an acting basis before a permanent appointment is made; and

WHEREAS, John Perez (Perez), a retired annuitant, is qualified to be appointed to the position of interim Police Chief pursuant to Government Code Section 21221(h) and 7522.56 as follows:

Government Code Section 21221(g) [Interim Appointments]

- Perez has the necessary specialized skills as a former public sector Police Chief and career law enforcement processional;
- Perez will only be appointed once to the position of Acting Police Chief;
- Perez hours shall not exceed a combined total of 960 hours for all employees during either 2025-2026 or 2026-2027 fiscal years;
- Perez compensation shall not be exceed the maximum base salary paid to other employees performing comparable duties, that being $118.78 (FY 2025-2026) and $124.71 (FY 2026-2027) per hour respectively; and
- Perez shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

Government Code Section 7522.56 [hiring retired annuitants]

- Perez has the skills needed to perform work of limited duration;
- Perez's hours shall not exceed a combined total of 960 hours for all employees during either the 2025-26 or 2026-2027 fiscal year;
- Perez compensation shall not be exceed the maximum base salary paid to other employees performing comparable duties, that being $118.78 (FY 2025-2026) and $124.71 (FY 2026-2027) per hour;
- Perez has been a retired annuitant for more than 180 days; and

WHEREAS, the City of San Fernando desires to hire Perez for the position of Acting Police Chief for the period of June 10, 2026 to a date not beyond August 3, 2026.

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

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution by this reference.

SECTION 2. The City Council of the City of San Fernando hereby appoints Perez to the position of Interim Police Chief pursuant to terms and conditions as listed in **Exhibit "1"**.

SECTION 3. 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 3rd day of August 2026.

Victoria Garcia

Victoria Garcia, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz

Julia Fritz, City Clerk

RES. NO. 8474

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.8474, 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 3rd day of August 2026, by the following vote of the City Council:

AYES:	Rivas, Solorio, Mendoza, Lopez, Garcia - 5
NAYS:	None
ABSENT:	None
ABSTAINED:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 10th day of August, 2026.

Julia Fritz, City Clerk

RES. NO. 8474
EXHIBIT "1"
CONTRACT NO. 2556

THE CITY OF
SAN FERNANDO

CITY COUNCIL

MAYOR
JOEL FAJARDO

VICE MAYOR
VICTORIA GARCIA

COUNCILMEMBER
MARY MENDOZA

COUNCILMEMBER
MARY SOLORIO

COUNCILMEMBER
PATTY LÓPEZ

June 10, 2026 Via Electronic Mail (CANDIDATE EMAIL)

John Perez
ADDRESS ON FILE

Re: Conditional Employment Agreement – Retired Annuitant as Acting Police Chief (Gov. Code 21121 (h); §7522.56(f)(4))

Dear Mr. Perez,

The City of San Fernando has an immediate need for an Acting Police Chief due to the anticipated retirement of the City's Police Chief. The position of Acting Police Chief requires someone with specialized skills such as a prior Police Chief experience and executive level experience for a Municipal City. During your assignment you will provide oversight for all services related to public safety and continuity of Police services during the recruitment for a permanent Police Chief.

Government Code sections 21221(h) and 7522.56(c) permit retired annuitants under CalPERS to be employed without reinstatement from retirement upon appointment by a public agency based on the retired employee's specialized skill set and the employer's need for the retired employee to perform said specialized while a vacant position is open and the agency is actively recruiting to fill the position. Additionally, Government Code section 7522.56(f)(4) allows a retired annuitant to be employed by a CalPERS employer sooner than 180 days following the date of retirement if he or she is a public safety officer hired to perform a function regularly performed by a public safety officer.

At-Will Employment Status

As a retired annuitant, you will be considered a temporary, at-will employee and will serve at the will and pleasure of the City Manager. Within this temporary appointment, you may be terminated at any time, with or without cause, and with or without notice. Notwithstanding the requirements of the Police Officers Bill of Rights (POBR), and Government Code sections 3300 et seq., because you are being hired as a retired annuitant and your appointment is subject to the requirements of the California Public Employees Retirement Law ("PERL") and Public Employees' Pension Reform Act ("PEPRA"), you must be hired at-will to comply with requisite statutory requirements. Additionally, the City's Personnel Rules specify that temporary employees are not within the classified service for any purpose (Rule I, Section 1.43) and serve at the will and discretion of the appointing authority (Rule I, Section 1.46 (Unclassified Service)).

ADMINISTRATIVE SERVICES DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

ADMINISTRATIVE DIVISION
(818) 898-1200

BUSINESS LICENSE DIVISION
(818) 898-1245

HUMAN RESOURCES DIVISION
(818) 898-1220

TREASURER DIVISION
(818) 898-1207

WATER DIVISION
(818) 898-1213

WWW.SANFERNANDO.GOV

Hours, Duration of Appointment, and Compensation

Your temporary Acting Police Chief appointment to provide law enforcement services is subject to CalPERS retired annuitant laws and the requirements detailed below.

The City would like you to work approximately up to forty hours (40) per week as soon as the completion of your pre-employment background, or as required by the City Manager. Your temporary assignment as a retired annuitant will continue until June 30, 2027, unless earlier terminated by the City Manager.

As a CalPERS retiree, work for all CalPERS agencies is explicitly limited to 960 hours in a fiscal year (July 1 through June 30). Your hours will reset each July 1, and you may be permitted to work another 960 hours for the new fiscal year. Further, you have informed the City that you have not worked as a retired annuitant for any other CalPERS agencies and that you have not received any unemployment insurance payment within the past twelve months.

Your rate of pay will be $118.776 in (FY 2025-26) per hour and $124.71 in (FY2026-27) per hour, which is Step E of the City's published hourly maximum rate for the Police Chief position, the position within the Department which includes duties most comparable to those specific law enforcement tasks that you will perform as a retired annuitant. You will not be eligible for any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate of pay. Examples of benefits that cannot be provided to you as a retired annuitant include but are not limited to the following: longevity compensation, sick leave, or vacation benefits.

The City makes no representation on the impact, if any, that this appointment shall have or may have upon your CalPERS retirement benefits, status, duties, and/or obligations. Please be aware that CalPERS enforces strict rules related to working after retirement. For detailed information regarding the CalPERS rules related to work performed by retired annuitants, review the CalPERS publication "A Guide to Employment After Retirement," available online at https://www.calpers.ca.gov/docs/forms-publications/employment-after-retirement.pdf. Contact CalPERS directly or the City if you have any questions or concerns related to this offer of temporary employment as a retired annuitant.

If you are in agreement with the terms and conditions of this conditional offer of temporary employment as a retired annuitant, please sign this letter and return to me at your earliest convenience.

This letter serves to advise you of the necessary conditions that need to be met before final appointment to the position is made, and does not constitute a guarantee or contract of employment.

We will issue you a final offer of employment letter once the following are successfully completed:

1. City Employment Application (Attached)
2. Reference Check
3. Livescan, Public Safety Background Check & Psychological Examination
4. Pre-employment Physical Exam

You will need to confirm that you agree with the aforementioned terms and conditions by responding via email by **5pm, Monday, August 10, 2026.**

Should you have any questions, please feel free to contact Sergio Ibarra, Human Resources & Risk Manger at (818) 898-1239.

Sincerely,

Signed by:
Kanika Kith
98E39A55DC49428...

08/13/2026 | 10:37 AM PDT

Kanika Kith
City Manager

Date

By accepting this offer, I understand and agree that I will be a temporary, at-will employee and that my rights to employment with the City are governed by the terms and conditions of this offer letter rather than the ordinances, resolutions, and policies of the City of San Fernando which might otherwise apply to classified or other employees of the City. I further acknowledge that I have been given the opportunity to consult with an attorney prior to signing this offer of temporary employment.

By accepting this appointment, I acknowledge that I have not relied upon any representations (none of which being in existence) in assessing the CalPERS-related impact of this employment. Therefore, by accepting this appointment, I release the City from any and all CalPERS-related claims or liabilities that may arise in connection with employment as a retired annuitant

I accept all terms and conditions within this offer agreement:

DocuSigned by:
FD07AAAB2B5E41F...

08/06/2026 | 4:16 PM PDT

John Perez

Date

RESOLUTION NO. 8475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPOINTING ANTHONY MIRANDA AS INTERIM POLICE CHIEF UNDER GOVERNMENT CODE SECTIONS 21221(h) AND 7522.56 AND APPROVING THE JOB DESCRIPTION

WHEREAS, Fabian Valdez (Valdez) retired as Police Chief of the City of San Fernando on June 19, 2026, resulting in a vacancy of this position June 20, 2026; and

WHEREAS, the City of San Fernando is actively recruiting for the Police Chief position, a process that is expected to take several months; and

WHEREAS, the City of San Fernando needs to fill the position of Police Chief on an interim basis before a permanent appointment is made; and

WHEREAS, Anthony Miranda (Miranda), a retired annuitant, is qualified to be appointed to the position of interim Police Chief pursuant to Government Code Section 21221(h) and 7522.56 as follows:

Government Code Section 21221(g) [Interim Appointments]

- Miranda has the necessary specialized skills as a former public sector Police Chief and career law enforcement processional;
- Miranda will only be appointed once to the position of Interim Police Chief;
- Miranda hours shall not exceed a combined total of 960 hours for all employees during either 2026-2027 or 2027-2028 fiscal years;
- Miranda compensation shall not be exceed the maximum base salary paid to other employees performing comparable duties, that being $124.71 per hour; and
- Miranda shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

Government Code Section 7522.56 [hiring retired annuitants]

- Miranda has the skills needed to perform work of limited duration;
- Miranda's hours shall not exceed a combined total of 960 hours for all employees during either the 2025-26 or 2026-2027 fiscal year;
- Miranda compensation shall not be exceed the maximum base salary paid to other employees performing comparable duties, that being $124.71 per hour;
- Miranda has been a retired annuitant for more than 180 days; and

WHEREAS, the City of San Fernando desires to hire Miranda for the position of Interim Police Chief for the period of August 4, 2026 to a date not beyond August 3, 2027.

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

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated into this Resolution by this reference.

SECTION 2. The City Council of the City of San Fernando hereby appoints Miranda to the position of Interim Police Chief pursuant to terms and conditions as listed in **Exhibit "1"**.

SECTION 3. 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 3rd day of August 2026.

Victoria Garcia

Victoria Garcia, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz

Julia Fritz, City Clerk

RES NO. 8475

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. 8475, 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 3rd day of August, 2026, by the following vote of the City Council:

AYES: Rivas, Solorio, Mendoza, Lopez, Garcia - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 10th day of August, 2026.

Julia Fritz, City Clerk

RES. NO. 8475
EXHIBIT "1"

CONTRACT NO. 2557

THE CITY OF
SAN FERNANDO

CITY COUNCIL

MAYOR
JOEL FAJARDO

VICE MAYOR
VICTORIA GARCIA

COUNCILMEMBER
MARY MENDOZA

COUNCILMEMBER
MARY SOLORIO

COUNCILMEMBER
PATTY LÓPEZ

July 2, 2026 Via Electronic Mail (CANDIDATE EMAIL)

Anthony Miranda
ADDRESS ON FILE

Re: Conditional Employment Agreement – Retired Annuitant as Interim Police Chief (Gov. Code 21121 (h); §7522.56(f)(4))

Dear Mr. Miranda,

The City of San Fernando has an immediate need for an Interim Police Chief due to the retirement of the City's former Police Chief. The position of Interim Police Chief requires someone with specialized skills such as a prior Police Chief experience and executive level experience for a Municipal City. During your assignment you will provide oversight for all services related to public safety and continuity of Police services during the recruitment for a permanent Police Chief.

Government Code sections 21221(h) and 7522.56(c) permit retired annuitants under CalPERS to be employed without reinstatement from retirement upon appointment by a public agency based on the retired employee's specialized skill set and the employer's need for the retired employee to perform said specialized while a vacant position is open and the agency is actively recruiting to fill the position. Additionally, Government Code section 7522.56(f)(4) allows a retired annuitant to be employed by a CalPERS employer sooner than 180 days following the date of retirement if he or she is a public safety officer hired to perform a function regularly performed by a public safety officer.

At-Will Employment Status

As a retired annuitant, you will be considered a temporary, at-will employee and will serve at the will and pleasure of the City Manager. Within this temporary appointment, you may be terminated at any time, with or without cause, and with or without notice. Notwithstanding the requirements of the Police Officers Bill of Rights (POBR), and Government Code sections 3300 et seq., because you are being hired as a retired annuitant and your appointment is subject to the requirements of the California Public Employees Retirement Law ("PERL") and Public Employees' Pension Reform Act ("PEPRA"), you must be hired at-will to comply with requisite statutory requirements. Additionally, the City's Personnel Rules specify that temporary employees are not within the classified service for any purpose (Rule I, Section 1.43) and serve at the will and discretion of the appointing authority (Rule I, Section 1.46 (Unclassified Service)).

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WATER DIVISION
(818) 898-1213

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Hours, Duration of Appointment, and Compensation

Your temporary Interim Police Chief appointment to provide law enforcement services is subject to CalPERS retired annuitant laws and the requirements detailed below.

The City would like you to work approximately up to forty hours (40) per week as soon as the completion of your pre-employment background, or as required by the City Manager. Your temporary assignment as a retired annuitant will continue until June 30, 2027, unless earlier terminated by the City Manager.

As a CalPERS retiree, work for all CalPERS agencies is explicitly limited to 960 hours in a fiscal year (July 1 through June 30). Your hours will reset each July 1, and you may be permitted to work another 960 hours for the new fiscal year. Further, you have informed the City that you have not worked as a retired annuitant for any other CalPERS agencies and that you have not received any unemployment insurance payment within the past twelve months.

Your rate of pay will be $118.776 per hour, which is Step E of the City's published hourly maximum rate for the Police Chief position, the position within the Department which includes duties most comparable to those specific law enforcement tasks that you will perform as a retired annuitant. You will not be eligible for any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate of pay. Examples of benefits that cannot be provided to you as a retired annuitant include but are not limited to the following: longevity compensation, sick leave, or vacation benefits.

The City makes no representation on the impact, if any, that this appointment shall have or may have upon your CalPERS retirement benefits, status, duties, and/or obligations. Please be aware that CalPERS enforces strict rules related to working after retirement. For detailed information regarding the CalPERS rules related to work performed by retired annuitants, review the CalPERS publication "A Guide to Employment After Retirement," available online at https://www.calpers.ca.gov/docs/forms-publications/employment-after-retirement.pdf. Contact CalPERS directly or the City if you have any questions or concerns related to this offer of temporary employment as a retired annuitant.

If you are in agreement with the terms and conditions of this conditional offer of temporary employment as a retired annuitant, please sign this letter and return to me at your earliest convenience.

This letter serves to advise you of the necessary conditions that need to be met before final appointment to the position is made, and does not constitute a guarantee or contract of employment.

We will issue you a final offer of employment letter once the following are successfully completed:

1. City Employment Application (Attached)
2. Reference Check
3. Livescan, Public Safety Background Check & Psychological Examination
4. Pre-employment Physical Exam

You will need to confirm that you agree with the aforementioned terms and conditions by responding via email by **5pm, Monday, July 6, 2026**.

Should you have any questions, please feel free to contact Sergio Ibarra, Human Resources & Risk Manger at (818) 898-1239.

Sincerely,

Signed by:
kanika kith
08539A55DC49428...
Kanika Kith
City Manager

08/19/2026 | 12:25 PM PDT
Date

By accepting this offer, I understand and agree that I will be a temporary, at-will employee and that my rights to employment with the City are governed by the terms and conditions of this offer letter rather than the ordinances, resolutions, and policies of the City of San Fernando which might otherwise apply to classified or other employees of the City. I further acknowledge that I have been given the opportunity to consult with an attorney prior to signing this offer of temporary employment.

By accepting this appointment, I acknowledge that I have not relied upon any representations (none of which being in existence) in assessing the CalPERS-related impact of this employment. Therefore, by accepting this appointment, I release the City from any and all CalPERS-related claims or liabilities that may arise in connection with employment as a retired annuitant

I accept all terms and conditions within this offer agreement:

Signed by:
Anthony Miranda
080043CB70DC4C3...
Anthony Miranda

08/19/2026 | 8:55 AM PDT
Date

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7

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager
By: Anthony Miranda, Interim Police Chief

Date: October 5, 2026

Subject: Receive and File a Quarterly Progress Report on the San Fernando Police Department's Three-Year Organizations Implementation Action Plan

RECOMMENDATION:

It is recommended that the City Council receive and file the quarterly progress report on the San Fernando Police Department's three-year organizations Implementation Action Plan.

BACKGROUND:

1. On August 8, 2025, the City Council approved Contract No. 2415 with Strategic Leadership Consultants (SLC) to conduct a comprehensive Independent Organizational Assessment of the Police Department and provide recommendations.

2. On November 10, 2026, the City Council received a presentation of key findings and recommendations of the Organizational Assessment.

3. On April 6, 2026, the City Council received a preliminary three-year implementation action plan presentation. The City Council directed staff to prepare a clearer implementation plan that explains how the recommendations will be carried out and how progress will be measured.

4. On July 20, 2026, the City Council received an updated implementation plan outlining how the assessment recommendations would be carried out and how progress would be measured, and directed staff to bring back to City Council with quarterly updates.

ANALYSIS:

Since the July 20, 2026, City Council update, the Police Department has continued to implement the recommendations identified through the Organizational Action Plan. Progress this quarter includes staffing and recruitment, reduced overtime, regulatory compliance, fleet management,

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

employee evaluations, leadership development, and command accountability. Several recommendations remain in progress and require continued coordination with other City departments, union representatives and outside partners.

Key accomplishments are outlined below. The attached Quarterly Update (Attachment "A") provides recent plan accomplishments towards the implementation action plan. A summary of those accomplishments are listed below.

Staffing and Recruitment

Based on current recruitment, the Department remains on track to fill existing vacancies by the end of 2026. To date:

- One officer graduated from the academy in September 2026;
- One officer completed field training;
- One new hired is scheduled to begin the academy on November 2, 2026;
- Four police officer applicants received conditional offers of employment and are anticipated to attend the academy in January, pending successful completion of their background investigations; and
- Scheduled patrol backfill and overtime decreased by more than 50 percent as staffing levels improved.

Accountability, Evaluations, and Compliance

The implementation of the Guardian Tracking evaluation system is nearing completion. Once evaluation standards are finalized; the Department will complete applicable labor requirements, train supervisors, and begin the new evaluation process. Command staff continues to review major internal affairs investigations to ensure appropriate oversight and follow-up, and the Racial and Identity Profiling Act (RIPA) backlog has been eliminated.

Fleet, Equipment, and Technology

All current vehicles are operational, most have updated mobile data computers (MDCs), procurement of an EV Community Service Officer (CSO) vehicle is in process, and four vehicles being upfitted are awaiting parts. Purchase order and vendor payment issues have also been addressed.

Technology and infrastructure still require attention. IT assessment follow-up and digital timesheets are delayed, cellular coverage improvements remain a temporary solution, and CAD/RMS replacement is currently unfunded. A long-term technology and infrastructure plan is still needed.

Leadership, Policy, and Training
The Sergeant promotional process was completed, and an eligibility list established. The Department is also updating its critical incident review process. Additional work is needed to update progressive discipline and administrative leave policies; supervisor development and critical-incident training will also remain priorities.

Crime Analysis and Organizational Communication
A formal crime analysis function has not yet been established. The Department plans to pursue part-time or contracted support and regular crime statistics reporting to support staffing, deployment, investigations, and management decisions.

Next Quarter Priorities
During the next quarter, the Department will focus on:

- Continued recruitment and hiring;
- Implementing Guardian evaluations and completing applicable labor requirements;
- Completing updates to progressive discipline and administrative leave policies;
- Establishing crime-analysis support and regular crime statistics reporting;
- Planning for long-term technology and infrastructure needs;
- Maintaining timely RIPA reporting and quality control reviews; and
- Continuing supervisor development, critical incident training, and organizational communication.

The next quarterly update will be provided in January 2027.

BUDGET IMPACT:

There is no budget impact to receive and file the quarterly update of the Organization Implementation Action Plan.

CONCLUSION:

Staff recommends that the City Council the City Council receive and file the quarterly progress report update on the San Fernando Police Department's three-year organizations Implementation Action Plan.

ATTACHMENTS:

A. Quarterly Update - Organizational Implementation Action Plan

ATTACHMENT "A"

San Fernando Police Department

Quarterly Progress Report on Organizational Implementation Action Plan

October 5, 2026

ORGANIZATIONAL CULTURE AND OPERATIONS

The assessment focused on the day-to-day systems that affect performance and workplace culture, including staffing, training, evaluations, communication, technology, equipment, supervision, employee development, and use of data. This quarter (July, August and September):

ORGANIZATIONAL ACTION PLAN IMPLEMENTATION STATUS

Priority Area	Assessment Focus	Status	Quarterly Result / Next Action
Staffing / Recruitment	Culture & Operations	**ON TRACK**	Police staffing is projected to reach 35 sworn officers by the end of the year. The Department currently has two (2) vacancies, with one (1) officer entering the academy November 2, 2026, and three (3)officers in field training. Four (4) police officer applicants have received conditional offers of employment and are anticipated to attend the January academy, pending successful completion of their background investigations.
Patrol Overtime / Coverage	Culture & Operations	**ON TRACK**	Scheduled backfill and coverage overtime has decreased by more than 50%. As staffing levels improve, overtime is only scheduled when needed to cover prescheduled vacation, training, or unforeseen sick leave.
Evaluations / Guardian	Culture & Operations	**ON TRACK**	Guardian evaluation system is close to launch. Performance standards, evaluation criteria, and early warning indicators will be tracked. The evaluation criteria will still require a meet and confer with unions before training and full rollout.
Discipline / Admin Leave	Both Assessments	**NEEDS ATTENTION**	Additional work is needed to finalize the progressive discipline and administrative leave policies. This work will resume with the appointment of a permanent Chief. Command staff continues to review and oversee significant personnel matters as they arise.
Labor / Meet & Confer	Both Assessments	**NEEDS ATTENTION**	Discipline policy and evaluation standards are still pending. Meet and confer for the sergeant promotional process was completed.

ATTACHMENT "A"

Priority Area	Assessment Focus	Status	Quarterly Result / Next Action
Crime Analysis / Crime-Stat	Culture & Operations	**NOT STARTED**	Crime analysis has not yet started due to the need to identify funding and secure a part-time or contracted crime analyst. A simple monthly crime report will provide data to guide staffing, patrol, investigations, community information, and Council updates.
Fleet / Equipment	Culture & Operations	**ON TRACK**	Fleet readiness has improved, with all current vehicles operational, including the police Tesla. Most vehicles have been equipped with updated MDCs. Four vehicles are being upfitted and are awaiting parts. The EV CSO vehicle is also in procurement. Purchase-order issues have been resolved, and vehicle tracking has been improved.
Technology / 911 / CAD-RMS	Culture & Operations	**NEEDS ATTENTION**	IT follow-up and implementation of digital timesheets remain delayed. A Verizon cell booster provides a temporary solution for station connectivity, but a long-term solution is still needed. CAD/RMS replacement is not currently funded, and aging technology infrastructure requires broader improvements.
RIPA / Compliance	Culture & Operations	**COMPLETED**	Cleared a backlog of approximately 1,300 reports required under California's Racial and Identity Profiling Act (RIPA), which tracks demographic and other information from certain police stops. The focus now is maintaining timely reporting through regular review, quality checks, and audits.
Leadership / Critical Incidents	Both Assessments	**FOLLOW-UP**	Leadership: Sergeant promotional process has been completed, with a new Sergeant selected and a promotional eligibility list established. Critical Incidents: Staff is updating the Department's critical incident review process to include vehicle pursuits, use of force, and major incident reviews.
Culture / Communication	Culture & Operations	**NEEDS ATTENTION**	Culture and communication show progress. New hires were recognized at a City event and an employee event is being planned. However, opportunities remain to strengthen internal communication and ensure all employees feel informed and included.

ATTACHMENT "A"

Priority Area	Assessment Focus	Status	Quarterly Result / Next Action
Council / Community	Both Assessments	**ON TRACK**	The Department is aligning the priorities identified in its Organizational Assessment with the City Council's Strategic Plan. A Citywide Public Spaces Task Force has been established to address quality-of-life concerns in our parks, bike paths, and other public spaces. The Department is also deploying eBike patrols to provide a visible presence and respond to quality-of-life issues in these areas.

POLICY, HIGH-RISK OPERATIONS AND RISK MANAGEMENT

The assessment also focused on making sure policy is consistently followed in the field and supported by strong supervision, documentation, accountability, and lessons learned. This quarter:

- Internal Affairs: Major Internal Affairs cases continue to be reviewed by command staff before the Chief makes a final decision. When appropriate, the Department uses coaching, counseling, training, corrective action, or discipline to address concerns and improve performance.
- Progressive Discipline and Administrative Leave: Additional work is needed to finalize these policies. The Department should restart discussions with the City Attorney, HR, command staff, and labor representatives to ensure the process is fair, consistent, and clearly documented.
- Labor Relations: Labor issues remain manageable. The discipline policy and performance evaluation standards still require meet-and-confer. The Sergeant promotional process completed meet-and-confer, an agreement was reached, and the process has been completed, with a promotion expected soon.
- Officer-Involved Shooting Review: OIS reviews remain an important risk-management priority. Criminal, administrative, and civil reviews should remain separate. The administrative review should determine whether officers followed Department policies, training, supervision, and tactics. The critical incident review should focus on lessons that can improve future training, equipment, communication, and operations.
- Recent Officer-Involved Shooting: The recent OIS required significant attention from Department leadership, the City Council, and the community. The Department should continue providing factual updates while protecting the independence of the investigation, ensuring employee due process, and completing the administrative review. The Department also conducted community outreach following the incident to provide information and address community concerns.

KEY ACCOMPLISHMENTS THIS QUARTER

- Staffing improved: one academy graduation, one officer completed field training, and one new hire has an academy start date.
- Four conditional job offers have been issued, pending background checks.
- Scheduled patrol backfill and coverage overtime dropped more than 50%.

- The Racial and Identity Profiling Act (RIPA) backlog has caught up with approximately 1,300 reports that were back logged
- The sergeant promotional meet-and-confer process was completed, the agreement was implemented, and a promotion has been made, with an established eligibility list.
- Fleet purchasing and repair tracking improved, and outstanding purchase-order issues were resolved.
- The Guardian Tracking evaluation project moved closer to implementation.
- Command staff review of major personnel investigations remains in place.
- New hires were recognized through the City recognition process.

UNRESOLVED ITEMS REQUIRING EXECUTIVE FOLLOW-UP

- Complete a current staffing dashboard showing vacancies, unavailable employees, academy/FTO status, deployable strength, hiring progress, and expected return or deployment dates.
- Restart the progressive discipline and administrative leave policy work and complete City Attorney, HR, and meet-and-confer requirements.
- Start a crime-analysis function and a regular crime-stat report.
- Resolve the Finance/IT delays and develop a funded long-term plan for network capacity, cell coverage, 911/telephone reliability, CAD/RMS replacement, and digital systems.
- Confirm this quarter's supervisor development, POST training, tactical training, pursuit training, and stolen-vehicle stop legal updates.
- Need internal training for supervisors regarding skills to oversee police operations and ensure quality performance by frontline personnel, ensure timely evaluations, correct performance issues.

PRIORITIES FOR THE NEXT QUARTER

- Maintain one master assessment tracker showing the owner, status, due date, and proof of completion for each open recommendation.
- Complete the staffing dashboard and continue hiring toward the goal of filling vacancies by year-end.
- Finalize Guardian evaluation standards, complete labor requirements, train supervisors, and begin annual evaluations.
- Restart the progressive discipline and administrative leave policy work and set completion dates.
- Start part-time or contracted crime-analysis support and monthly crime-stat reporting for command staff, the City Manager, and Council.
- Move forward with the IT and infrastructure plan, including long-term cell and bandwidth improvements and a funding plan for CAD/RMS replacement.
- Keep the RIPA backlog at zero through regular supervisor follow-up and quality checks.
- Complete and document the next round of supervisor and critical-incident training, including tactical preparedness, critical incident management, pursuits, and stolen-vehicle stop guidance.
- Continue improving communication, recognition, and inclusion across patrol, investigations, and professional staff.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager
By: Julio Salcedo, Director of Recreation and Community Services

Date: September 21, 2026

Subject: Discussion and Consideration on the 2027 Independence Day Celebration

RECOMMENDATION:

It is recommended that the City Council provide direction on whether to host an Independence Day celebration and, if so, the preferred date, budget, location, and event features, with staff returning with a detailed event concept and budget for Council consideration.

BACKGROUND:

Staff typically initiated planning for the City's annual Independence Day Celebration in early December. The event traditionally includes live entertainment, family-oriented activities, and a drone light show presented as an alternative to traditional fireworks.

ANALYSIS:

Independence Day provides an opportunity for the City to bring the community together for a celebration of the holiday and to promote civic pride and community engagement. The purpose of this item is to begin a discussion with the City Council regarding whether the City wishes to continue hosting an Independence Day celebration and, if so, to provide general direction regarding the event date, budget, location, and type of programming or entertainment the Council would like staff to explore.

The City's ongoing budget for the Independence Day celebration is $52,000. Staff typically seeks Council direction in advance to allow sufficient time to secure vendors, coordinate traffic and public safety plans, develop event marketing, and pursue sponsorships and other funding opportunities.

For purposes of this initial discussion, staff has reviewed several potential event dates, programming options, and locations to provide City Council with information regarding the potential costs and logistical considerations. Staff is not seeking Council approval of a specific event format at this time. Rather, staff is seeking direction on whether the Council would like the City to proceed with planning an Independence Day celebration and, if so, the general parameters staff should use in developing the event.

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

Event Date & Programming.
If the Council wishes to continue the celebration, one consideration is whether to hold the event on Sunday, July 4, 2027, the actual Independence Day holiday, or on Saturday, June 26, 2027, the weekend before the holiday.

Holding the event on July 4 would align directly with the national holiday but may result in significantly higher vendor costs and limited availability, particularly for drone shows. Holding the event on June 26 may provide greater vendor availability and lower costs, potentially allowing the City to direct more of its existing event budget toward entertainment, family activities, attractions, or other programming. The date selected will also determine which budget funds the event. Depending on the date, expenses could fall under this year's approved budget or the 2027-2028 budget.

Staff obtained preliminary pricing for drone shows for both dates. The estimates also demonstrate that the event's overall cost will vary significantly depending on the size of the drone show and the other programming selected.

TABLE A: Cost Comparison

Drone Show Size	OPTION A – SUNDAY, JULY 4, 2027		OPTION B – SATURDAY, JUNE 26, 2027	
	Drone Show Cost Only	Total Cost (Includes $15,000 General Event Activity*)	Drone Show Cost Only	Total Cost (Includes $15,000 General Event Activity*)
150 Drones	$45,000	**$60,000**	$24,000	**$39,000**
200 Drones	$50,000	**$65,000**	$26,000	**$41,000**
250 Drones	$75,000	**$90,000**	$35,250	**$50,250**

*Includes approximately $15,000 for other general event activities, including entertainment, attractions, and programming.

The preliminary estimates demonstrate that the choice of date and programming will have a significant impact on the overall cost of the event. The City has historically received approximately $5,500 in sponsorships and in-kind contributions, which staff would continue to pursue if the City Council elects to move forward.

The Council may also wish to discuss whether a drone show should be included at all. If the City Council determines that live entertainment, family activities, carnival-style attractions, or another type of programming would better meet the City's goals, staff could explore reallocating funds currently contemplated for a drone show toward those elements.

Accordingly, staff is seeking City Council's input regarding the overall scope and features of the celebration, rather than recommending a specific entertainment format at this time.

Location Options.
Staff has also reviewed potential locations based on available space, public visibility, operational requirements, pedestrian safety, and the requirements associated with a drone light show. Two locations have been identified for further consideration if a drone show is included:

- Option 1 - Recreation Park: A modified event layout that relocates activities to the front of the park and the adjacent street. This setup would be similar to the City's Dia de los Muertos event layout; however, unlike Dia de los Muertos, Park Avenue would be closed for this event to accommodate activities and improve pedestrian safety. The park field would also be fenced off to ensure that no one is on the field during the event for safety and operational purposes. The drone launch location would remain the same as last year. Although the field would be restricted, attendees would still have several excellent viewing areas around the park to safely enjoy the drone show.

  Option 2 – City Hall/San Fernando Middle School: In front of City Hall with the launch area at San Fernando Middle School. This option would subject to approval from Los Angeles Unified School District.

The location discussion may also change depending on the type and size of event ultimately selected. If the City Council elects not to include a drone show, additional locations and event layouts could be considered based on the desired programming.

City Council Discussion and Direction
At this time, staff is seeking initial City Council direction on whether the City should host an Independence Day celebration. If the Council supports continuing the celebration, staff recommends using this discussion to identify the general parameters for further planning, including:

1. Whether to host an Independence Day celebration;
2. Preferred date – July 4, 2027, or June 26, 2027;
3. Overall budget and whether additional funding beyond the existing $52,000 allocation should be considered;
4. Preferred location or locations for further evaluation; and
5. Desired event features, such as a drone show, live entertainment, family activities, attractions, food vendors, or other programming.

Following City Council direction, staff can return with a more developed event concept with detailed budget for Council consideration.

BUDGET IMPACT:

The current budget for the Independence Day event is $52,000, with approximately $5,500 in sponsorships and in-kind contributions expected to offset event costs.

If the City Council selects July 4, 2027, the estimated total cost is $60,000 to $90,000, depending on the size of the drone show. If the Council selects June 26, 2027, the estimated total cost is $39,000 to $50,250, depending on the size of the drone show. However, holding the event in June would require a budget resolution to appropriate funding in the current fiscal year.

CONCLUSION:

Staff requests City Council provide direction on whether to host an Independence Day celebration and, if so, the preferred date, budget, location, and event features, with staff returning with a detailed event concept and budget for City Council consideration.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Kanika Kith, City Manager
By: Julia Fritz, City Clerk

Date: October 5, 2026

Subject: Discussion and Consideration Regarding Design Options for Certificates of Proclamations

RECOMMENDATION:

It is recommended that the City Council:

a. Select a design for Certificates of Proclamations, including cost considerations;

b. Provide staff direction, as applicable.

BACKGROUND:

1. On May 5, 2025, the City Council adopted updates to the City Recognition Request Policy and Procedure.

2. On August 4, 2025, the Council directed staff to gather information from other cities regarding the use of Resolutions for community recognition and to bring forward certificate design options.

3. On September 2, 2025, the Council requested two options: whether to include Resolutions in the Recognition Request process and potential upgraded certificate designs with cost information. Councilmember Mendoza and then-Councilmember Lopez worked with staff to review design concepts.

4. On January 5, 2026, the Council approved transitioning Community Recognition Meetings from quarterly to biannually and directed staff to meet with then-Councilmember Lopez and Councilmember Mendoza on options for incorporating Resolutions into the City Recognition Request Policy and Procedure and potentially elevating the design of Certificates of Proclamations.

5. February 24, 2026, staff met with Councilmember Mendoza, who expressed support for enhancing the design of Proclamations but did not recommend incorporating Resolutions into the recognition process.

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

6. On April 9, 2026, staff met with then-Councilmember Lopez, who agreed to discontinue discussions about including Resolutions in the City's Recognition Policy and supported redesigning Proclamations using legal-size paper (8½ x 14) with an updated design, including cost considerations for potential framing.

7. On June 29, 2026, the City Council adopted the FY 2026-2027 budget and approved an annual $300 allowance for each Councilmember towards Certificates of Recognition and Proclamations.

8. On August 3, 2026, staff met with Vice Mayor Lopez and Councilmember Mendoza to review redesign options and potential framing costs. Staff proposed three (3) design options with both Vice Mayor Lopez and Councilmember Mendoza in concurrence with the same redesigned Certificate of Proclamation.

ANALYSIS:

Proclamations and Certificates of Recognition serve as the City's official way to acknowledge significant achievements, community contributions, cultural observances, and notable events. They highlight individuals and organizations that positively impact the community, strengthen civic engagement, and support public awareness. Local jurisdictions throughout California commonly issue these recognitions to honor community members and commemorate meaningful occasions.

The City's Recognition Request Policy outlines the official process for issuing Proclamations and Certificates of Recognition, defining their purpose, scope, guidelines, submission requirements, and types of recognitions. The Policy also establishes the City's hierarchy of recognition, designating Proclamations as the most formal and highest level of acknowledgment, followed by Certificates of Recognition.

On January 6, 2026, the City Council directed staff to work with then-Councilmember Lopez and Councilmember Mendoza on exploring the potential use of Resolutions as an additional form of City recognition, as well as the possible redesign of Proclamations and Certificates of Recognition. It should be noted, however, that Resolutions are legislative actions that create permanent records and require indexing and records storage in accordance with the City's records retention requirements. Resolutions used for general city recognition are not typically recommended due to duplicative formatting requirements and the additional staff workload involved.

On August 3, 2026, staff met with Vice Mayor Lopez and Councilmember Mendoza to discuss the use of resolutions as an additional form of City recognition, as well as concepts for redesigning Proclamations and Certificates of Recognition. During the meeting, both Vice Mayor Lopez and Councilmember Mendoza agreed to discontinue further discussions regarding additional forms of recognition, such as Certificates of Commendation or Resolutions. In addition, it was recommended that the City retain the existing two-level structure of a Proclamation and a Certificate of Recognition.

Staff was also requested to bring back to the City Council with information on alternative design options to enhance the design of the Certificate of Proclamation along with cost analysis.

Design

Staff is proposing to distinguish the presentation of Proclamations from Certificates of Recognition while balancing ceremonial value, cost, and staff time. This improved presentation supports the ceremonial value of Proclamations while allowing Certificates of Recognition to remain cost effective under the current production process.

Proclamations represent the City's highest level of ceremonial recognition. Staff recommends redesigning Proclamations and printing them on legal-size paper (8½ x 14 inches) to provide a more formal and distinguished presentation.

Certificates of Recognition would continue to be presented in the standard blue presentation folder or, when appropriate, framed.

The following design options are for Certificate of Proclamations for consideration:

- Attachment "A": Option 1: Current design on legal-size paper.
- Attachment "B": Option 2: Redesigned Boarder using original City Logo on legal-size.
- Attachment "C": Option 3: Redesigned Boarder using alternative City Logo on legal-size.

Cost Option
Below reflects the breakdown of cost between certificates on a letter-sized paper versus a legal-sized paper and framed versus blue presentation folder.

PAPER SIZE	BLUE PRESENTATION FOLDER	FRAMED
Letter	$3.50	$6.75
Legal	$10.00	$20.00

Currently, Proclamations are printed on letter-size paper and placed in a blue presentation folder at $3.50 each. Staff preparation time is approximately 20 to 30 minutes per certificate, or 30 minutes to one (1) hour when framed. This work is included in the City Manager's Office work plan.

Large-Format Option – Poster Board Size
Councilmembers may also request a 20-inch x 40-inch poster-board certificate for larger Councilmember requested City co-sponsored events. The cost is $15 per certificate, including staff preparation, poster-board, ink, and paper. The cost will be charged to the requesting Councilmember's certificate supply funds.

There are no proposed changes to the Certificate of Recognitions which will remain on letter-sized paper inserted in a blue presentation folder.

BUDGET IMPACT:

The Fiscal Year 2026–2027 adopted budget includes an annual $300 allowance for each Councilmember to use toward Certificates. If a Councilmember exceeds this allowance, any overages will be covered using that Councilmember's Community Investment funds.

CONCLUSION:

Staff is seeking City Council direction to select a design for Certificates of Proclamations, including cost considerations; and provide staff direction, as applicable.

ATTACHMENT:

A. Design Option 1 (Current Design – Legal size)
B. Design Option 2 (New Design – Legal size)
C. Design Option 3 (New Design – Legal size)

Proclamation

PRESENTED TO

Community Member Name

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Name, Mayor

Name, Vice Mayor

Name, Councilmember

Name, Councilmember

Name, Councilmember

Date

THE CITY OF SAN FERNANDO

OPTION B

THE CITY OF SAN FERNANDO

Proclamation

PRESENTED TO

COMMUNITY MEMBER NAME

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Name, Mayor | Name, Vice Mayor

Name, Councilmember | Name, Councilmember | Name, Councilmember

Date

OPTION C

THE CITY OF SAN FERNANDO

Proclamation

PRESENTED TO

COMMUNITY MEMBER NAME

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Name, Mayor | Name, Vice Mayor

Name, Councilmember | Name, Councilmember | Name, Councilmember

Date

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Sean Rivas

Date: October 5, 2026

Subject: Discussion and Consideration to Develop a Policy Establishing a Non-Paid City Internship Program

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discuss and provide direction to the Human Resources Department to develop a policy establishing a Non-Paid City Internship Program in partnership with local colleges and universities. Staff shall return to the City Council within 60 days with a proposed policy and recommendations for implementation.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026, 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

REVIEW: ☒ City Clerk ☒ Director of Admin Services ☒ City Manager

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Sean M. Rivas	Concilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration to Develop a Policy Establishing a Non-Paid City Internship Program

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

The proposed policy should establish a framework to provide students with educational and hands-on experience in municipal government while creating opportunities to support City departments, programs, and special projects.

The program should prioritize partnerships with local colleges and universities and provide students with opportunities to gain practical experience, fulfill applicable academic or internship requirements, and learn about careers in local government and public service.

The Human Resources Department shall evaluate appropriate program requirements, eligibility, departmental placement and supervision, educational partnerships, and applicable legal and administrative requirements for non-paid internships.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council discuss and provide direction to the Human Resources Department to develop a policy establishing a Non-Paid City Internship Program in partnership with local colleges and universities. Staff shall return to the City Council within 60 days with a proposed policy and recommendations for implementation.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Sean Rivas

Date: October 5, 2026

Subject: Discussion and Consideration to Establish a Los Angeles Unified School District Education Compact and Stronger Together Ad Hoc Committee

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion to consider establishing an LAUSD Education Compact & Stronger Together Ad Hoc Committee to strengthen coordination between the City of San Fernando and the Los Angeles Unified School District (LAUSD).

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026, 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

REVIEW: ☒ City Clerk ☒ Director of Admin Services ☒ City Manager

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Sean M. Rivas	Concilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration to Establish an LAUSD Education Compact & Stronger Together Ad Hoc Committee

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

The City of San Fernando and LAUSD share a common interest in supporting local students, families, schools, and the broader community. Establishing an Ad Hoc Committee would provide the City with a focused opportunity to engage LAUSD on matters directly impacting San Fernando schools and families.

The Ad Hoc Committee would focus on two primary efforts:

Education Compact Renewal: Engage with LAUSD leadership to review, update, and pursue renewal of the City and LAUSD Education Compact, with an emphasis on strengthening collaboration and identifying opportunities to support students, families, and local school communities.

Stronger Together Community Engagement: Engage in LAUSD's Stronger Together community engagement process to ensure the City and its Education Commission remain informed and involved in discussions regarding potential changes affecting local school sites and the communities they serve.

The LAUSD Education Compact & Stronger Together Ad Hoc Committee would consist of:

One member of the City Council; and One member of the Education Commission, represented by either the Chair or Vice Chair of the Commission. The Ad Hoc Committee would be established immediately upon approval by the City Council and would remain in effect through the beginning of the 2027–2028 school year. At that time, the Ad Hoc Committee would conclude its work unless the Ad Hoc Committee reports, that additional time is necessary to support ongoing transitions, complete discussions with LAUSD, or finalize agreements related to the Education Compact or Stronger Together process. Any extension of the Ad Hoc Committee would be subject to approval by the City Council.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council discuss and consider establishing an LAUSD Education Compact & Stronger Together Ad Hoc Committee to strengthen coordination between the City of San Fernando and the Los Angeles Unified School District (LAUSD).

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Sean Rivas

Date: October 5, 2026

Subject: Discussion and Consideration to Allocate $2,500 in Area B Funds for the Shop San Fernando Pilot Project

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion to approve the allocation of $2,500 in Area B funds to support the Shop San Fernando Pilot Project; and Direct City staff to coordinate the implementation of the pilot project and related outreach and promotional efforts.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026, 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

REVIEW: ☒ City Clerk ☒ Director of Admin Services ☒ City Manager

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Sean M. Rivas	Concilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration to Allocate $2,500 in Area B Funds for the Shop San Fernando Pilot Project

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

The City of San Fernando continues to explore opportunities to support local businesses, strengthen the local economy, and encourage residents and visitors to shop within the community. The proposed Shop San Fernando Pilot Project would provide a focused effort to promote local businesses and increase awareness of the diverse shopping, dining, and services available throughout San Fernando.

As part of the pilot project, funding would support outreach, promotional materials, and activities that encourage greater community participation and help highlight businesses within Area B.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council Approve the allocation of $2,500 in Area B funds to support the Shop San Fernando Pilot Project; and Direct City staff to coordinate the implementation of the pilot project and related outreach and promotional efforts.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Mary Solorio

Date: October 5, 2026

Subject: Discussion and Consideration Regarding Possible Action to Authorize City Staff Coordination with Narcotics Anonymous Regarding Meetings at Recreation Park

RECOMMENDATION:

I have placed this item on the agenda (Attachment "A") for City Council to provide direction to staff.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026 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

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Solorio	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE CITY STAFF COORDINATION WITH NARCOTICS ANONYMOUS REGARDING MEETINGS AT RECREATION PARK

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

It is recommended that the City Council: Have a discussion regarding City staff to coordinate with local Narcotics Anonymous representatives regarding the potential hosting of Narcotics Anonymous meetings at Recreation Park;Direct staff to coordinate regarding facility availability, scheduling, applicable fees, facility-use requirements, and other applicable City policies and procedures; and Return to the City Council with recommendations as needed regarding any proposed changes to facility-use policies, fees, procedures, or other matters requiring City Council consideration.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Direction to be provided by council

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Mary Solorio

Date: October 5, 2026

Subject: Discussion and Request City Council Direction to Have the City Attorney's Office (a) Provide Brown Act Training to the City Councilmembers, Commissioners and City Staff with Emphasis on Preventing Prohibited Serial Communications; and (b) Review Existing City Council Policies and Make Recommendations on Amendments to Further Guard Against Prohibited Serial Meetings

RECOMMENDATION:

I have placed this item on the agenda (Attachment "A") for City Council to provide direction to staff.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026 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

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Solorio	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and request for City Council Direction to have the City Attorney's Office (a)provide Brown Act Training to the City Council members, Commissioners and City staff with emphasis on preventing prohibited serial communications; and (b) review existing City Council policies and make recommendations on amendments to further guard against prohibited serial meetings.

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

It is recommended that the City Council:Direct the City Attorney's Office to provide Brown Act training to City Councilmembers, Commissioners, and City staff, with particular emphasis on identifying, preventing, and avoiding prohibited serial communications and serial meetings; and Direct the City Attorney's Office to review existing City Council policies, procedures, and applicable protocols and provide recommendations for amendments or additional safeguards designed to prevent prohibited serial communications and serial meetings; and Direct the City Attorney's Office to return to the City Council with any recommended policy amendments and an estimate of associated costs, if applicable.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Direction to be provided by council

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Mary Solorio

Date: October 5, 2026

Subject: Discussion and Consideration Regarding Downtown Business Improvement District and Community Events

RECOMMENDATION:

I have placed this item on the agenda (Attachment "A") for City Council to provide direction to staff.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026 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

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Solorio	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Establishment of Downtown Business Improvement District Community Events Program

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Discussion and request for City Council direction for staff to develop for City Council consideration and approval a program/process for a recurring calendar of events to support businesses in the downtown business improvement district area.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Direction to be provided by council

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Victoria Garcia and Councilmembers

From: Councilmember Mary Solorio

Date: October 5, 2026

Subject: Discussion and Consideration Regarding Development of Strategies and Policies for Supporting Local Businesses and Improving the Local Shopping Experience

RECOMMENDATION:

I have placed this item on the agenda (Attachment "A") for City Council to provide direction to staff.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the October 5, 2026 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

REVIEW: ☒ City Clerk ☒ Director of Admin. Services ☒ City Manager

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Solorio	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Development of Strategies and Policies for Supporting Local Businesses and Improving the Local Shopping Experience

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Discussion and request for City Council direction for staff to (a) identify strategies for reducing littering in downtown business corridors and to prevent mobile vendors from entering private businesses establishments without permission to set goods and services; and (b) return to City Council with legislative or other proposals for putting these strategies into action.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

Direction to be provided by council