



**Brawley City Council &
Successor Agency to Brawley
Community Redevelopment Agency
Special Meeting Agenda
March 31, 2026 at 3:30 PM
City of Brawley Teen Center
220 Magnolia Street
Brawley, California 92227**

This meeting will not be broadcast or live streamed.

JJ Galvan, Mayor
Timothy Kelley, Mayor Pro-Tempore
John Grass, Council Member
Perry Monita, Council Member
Gil Rebolgar, Council Member

Ana Gutierrez, City Clerk
William S. Smerdon, Acting City Treasurer
William S. Smerdon, City Attorney
Rebecca Terrazas-Baxter, City Manager/
Executive Director

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

2. CLOSED SESSION

CLOSED SESSION PUBLIC COMMENTS: This is the time for the public to address the City Council on any item appearing on the Closed Session agenda for this meeting.

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Two Cases)

RECONVENE TO OPEN SESSION – 4:00 PM

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

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

Any member of the public is invited to submit public comments in advance of the meeting to be read at the meeting. Please email your questions to valerie.sonico@brawley-ca.gov or call 760-351-3048 any time before 12:00 PM, - March 31, 2026.

- a. Public Comments for Items not on the Agenda

4. CONSENT AGENDA

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

- a. Ratification of Emergency Repair Work on Malan Street Due to Sewer Manhole Failure; Authorization of Payment in the Amount of \$47,962.44 for All Associated Costs; and Authorization for the City Manager to Execute All Necessary Documentation

(4 attachments)

5. REGULAR BUSINESS

- a. Potential Action to Approve Budget Amendment for the Lion's Center Pool Rehabilitation Project and Initial Pool Reopening Operational Costs – Presented by Silvia Luna, Finance Director.

(2 attachments)

- b. Potential Action to Approve Service Agreement from Knorr Systems, Int'l (KSI) for the Mechanical Room Repair or Replacement of Critical Equipment – Presented by Rebecca Terrazas-Baxter, City Manager.

(4 attachments)

6. WORKSHOP

- a. **Goal Setting Workshop** - 4:30 P.M. to 8:00 P.M. Facilitated by the Institute of Local Government (ILG)

– 30 Minute Break 6:00 P.M. to 6:30 P.M –

ADJOURNMENT: Regular Meeting April 7, 2026 @ 5:30 PM, 383 Main Street, Brawley, California. Supporting Documents are available for public review in the Office of the City Clerk, 383 Main Street, Brawley, California 92227 - Monday through Friday during Regular Business Hours; Individuals who require special accommodations are requested to give 48 hours prior notice. Contact: Office of the City Clerk @ 760-351-3048.

Ana Gutierrez, City Clerk

City of Brawley

City Council
March 31, 2026
Agenda Item No 4a



STAFF REPORT

To: City Council
From: Rom Medina, Director of Public Works and Operations
Prepared by: Ana Gutierrez, Public Works Analyst
Subject: **Ratification of Emergency Repair – Failed Sewer Manhole on Malan Street.**

RECOMMENDATION:

Staff recommends that the City Council ratify the emergency repair work performed on Malan Street due to a sewer manhole failure, authorize payment of \$47,962.44 for all associated costs, and authorize the City Manager to execute all documentation.

BACKGROUND INFORMATION:

On January 6, 2026, City staff identified a structural failure in a sewer manhole located on Malan Street. The failure posed an immediate risk to the integrity of the wastewater collection system and could result in sanitary sewer overflows (SSOs), thereby impacting public health, safety, and the environment.

Upon discovery, staff promptly initiated emergency response procedures to stabilize the system and prevent service disruptions. The City contacted Cholla Construction to assist with the emergency repair, and the following actions were immediately undertaken:

- Implementation of a bypass pumping system utilizing tanker trucks to maintain proper collection system levels and prevent sanitary sewer spills during the duration of the repair.
- Coordination of traffic control and safety measures within the affected area.
- Removal of asphalt concrete (AC) paving surrounding the failed manhole.
- Excavation around the structure to expose the damaged manhole, assess the extent of the failure, and perform the necessary repairs to restore full functionality of the system.

The use of bypass pumping was critical in ensuring uninterrupted sewer service and minimizing the risk of environmental contamination while repair work was completed.

Due to the emergency nature of the situation, staff proceeded with the work without formal bidding in order to respond immediately to the threat posed by the failure. Staff respectfully requests that the City Council ratify the emergency actions taken and approve the associated expenditures.

FISCAL IMPACT:

This repair work was performed as an emergency and represents an unanticipated expense within the FY 2025/2026 Wastewater Operating Budget. A budget adjustment is therefore required as follows:

Repairs & Maintenance – Facility (Infrastructure)
511-331.000-740.120 – Expense \$47,962.44

4a

ALTERNATIVES:

None at this time.

ATTACHMENTS:

1. Invoice
2. Cost breakdown
3. Procurement Method Exemption Form

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Ana Gutierrez, Finance Director

Rebecca Terrazas-Baxter, City Manager

Status – Date of Status

Approved - 3/27/2026

Approved - 3/27/2026

INVOICE

Robert Yates DBA Cholla
Construction
1051 Jones St
Brawley, CA 92227-3474

chollaconstruction@outlook.com
+1 (760) 791-6582
License #1116732



City of Brawley 2:26-01 Malan Sewer Repair

Bill to

City of Brawley 2
400 W Main St
Brawley, CA 92227

Ship to

City of Brawley 2
400 W Main St
Brawley, CA 92227

Invoice details

Invoice no.: 020626-1
Terms: Net 30
Invoice date: 02/06/2026
Due date: 03/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Emergency mobilization to repair failed sewer manhole on Malan St at the east side of the railroad tracks. Establish bypass pumping with tanker trucks to maintain collection system levels and prevent spills for the duration of the repair. Remove AC paving, excavate around manhole, assist City forces to remove debris from pipeline segment, rehabilitate manhole base, install new shafting and ring and cover with support collar, backfill and compact, install temporary AC patch, epoxy coating and spark testing of manhole. NOTE: City provided traffic control, coordination with emergency services and businesses, water truck, dump truck, vector truck, demo disposal, import backfill material, class 2 base, cold mix SEE ATTACHED SHEET FOR BREAKDOWN OF COSTS	1	\$47,962.44	\$47,962.44
Total					\$47,962.44

4a.2

Classification	Hours	Rate	Total
Labor reg	51.5	115	5922.5
Labor OT	10.5	138.24	1451.52
Backhoe reg	8.5	155	1317.5
Backhoe OT	5	185.65	928.25
305 Excavator reg	11.5	150	1725
305 Excavator OT	4	180.79	723.16
Supervision reg	19.5	120	2340
Supervision OT	4	138.24	552.96
Asphalt Zipper	4	200	800
Service truck	23.5	90	2115
Labor and Equipment total			17875.89
Material including sales tax			3478.19
Subcontractors:			
Ancon- 24hr bypass pumping			15,352.39
Donohue- Epoxy coating			5000
Subtotal			41,706.47
15% overhead and profit			6255.971
TOTAL COST			47,962.44



City of Brawley, Finance Dept.
400 Main Street
Brawley, CA 92227
760-344-8941

4a.3

PROCUREMENT METHOD EXEMPTION FORM

To: Rebecca Terrazas-Baxter City Manager
From: Romualdo Medina, Public Works Director

Please complete the form and return it to Finance after it has been signed. This form is used to justify purchase(s), contracts, and agreements with vendors without following the purchasing policy. This memorandum will be presented to financial auditors upon request.

Provide a brief explanation of why the exemption is being requested.

On January 6, 2026, City staff identified a structural failure in a sewer manhole located on Malan Street. The failure posed an immediate risk to the integrity of the wastewater collection system and could result in sanitary sewer overflows (SSOs), thereby impacting public health, safety, and the environment.

Upon discovery, staff promptly initiated emergency response procedures to stabilize the system and prevent service disruptions. The City contacted Cholla Construction to assist with the emergency repair, and the following actions were immediately undertaken:

Implementation of a bypass pumping system utilizing tanker trucks to maintain proper collection system levels and prevent sanitary sewer spills during the duration of the repair.
Coordination of traffic control and safety measures within the affected area.
Removal of asphalt concrete (AC) paving surrounding the failed manhole.
Excavation around the structure to expose the damaged manhole, assess the extent of the failure, and perform the necessary repairs to restore full functionality of the system.

The use of bypass pumping was critical in ensuring uninterrupted sewer service and minimizing the risk of environmental contamination while repair work was completed.

Due to the emergency nature of the situation, staff proceeded with the work without formal bidding in order to respond immediately to the threat posed by the failure. Staff respectfully requests that the City Council ratify the emergency actions taken and approve the associated expenditures.

Vendor name	Cholla Construction
Amount of purchase	\$47,962.44

Select all that apply to this transaction:

	Purchase is \$5,000.01 or greater without a purchase order.
	No bids were solicited for the purchase
	Splitting invoices to avoid the Purchasing Policy procedures and guidelines
x	Work was started before or without a purchase order being issued
	Other, please explain:

4a.3

Review of Procurement Method Exemption.



Rounualdo Medina, Public Works Director,

March 26, 2026

Date Signed



Rebecca Terrazas-Baxter, City Manager

3/26/26

Date Signed



City of Brawley

City Council
March 31, 2026
Agenda Item No 5a



STAFF REPORT

To: City Council
From: Silvia Luna, Finance Director
Prepared by: Silvia Luna, Finance Director
Subject: **Approval of Budget Amendment for the Lion Center Pool Rehabilitation Project and Initial Pool Reopening Operational Costs**

RECOMMENDATION:

Approve a budget amendment for Fiscal Year 2025/2026 to:

1. Appropriate funds for the Lion Center Pool Rehabilitation Project and initial pool reopening operational costs
2. Authorize the use of insurance proceeds and General Fund reserves as identified
3. Reallocate \$62,570 from the Lion Ctr. Flooring Project (2025-35) to support facility improvements and equipment associated with the pool rehabilitation project.
4. Authorize the corresponding adjustments to the City's budget

BACKGROUND INFORMATION:

In 2021, the Lion Center Pool Rehabilitation Project was initiated but was not successfully completed due to critical structural issues identified during construction. Following this, the City undertook an extensive period of analysis, inspections, and investigations to determine the full scope of required repairs and the root causes of the structural deficiencies. This process involved specialized consultants and legal counsel.

Based on the findings and recommendations, the City directed staff to proceed with the rehabilitation and reopening of the pool to restore recreational services for the community, with a target reopening in Spring 2026.

The City Council has since approved both a construction contract and a construction management contract to move forward with the project. However, the project and associated operating costs were not included in the originally adopted FY 2025/2026 budget.

In addition to the major rehabilitation work, staff has identified necessary facility improvements and equipment required to ensure the pool is safe, functional, and compliant with applicable health and safety regulations. These items must also be incorporated into the project budget.

Furthermore, the adopted FY 2025/2026 budget did not include operating costs associated with reopening the pool. These costs include staffing, supplies, utilities, and other operational expenses required to support pool operations during May and June 2026.

In order to proceed with both the rehabilitation project and reopening efforts in compliance with the City's financial policies and budgetary controls, a formal budget amendment is required.

Approval of the proposed budget amendment will:

- Ensure transparency and accountability in the use of public funds
- Align project expenditures with the City's adopted budget
- Provide appropriate funding for both capital improvements and initial operations
- Maintain compliance with municipal financial policies and audit requirements

The total estimated cost for the rehabilitation project is \$2,947,717. At this time, the City has secured and identified the following sources:

Preliminary insurance proceeds: \$ 1,000,000

General Fund reserves: \$ 1,947,717

It is important to note that, since the reactivation of this project, City staff has made significant and ongoing efforts to secure additional funding to offset costs. These efforts include submitting grant applications, requesting legislative and agency support, and pursuing opportunities to increase insurance settlement proceeds. Staff has also identified potential Community Development Block Grant (CDBG) program income funds that may be applied toward the rehabilitation project.

Efforts to mitigate the impact on General Fund reserves remain ongoing. Should additional funding be secured, staff will return to City Council for approval of the associated revenue and corresponding budget adjustments.

As part of these mitigation efforts, Parks & Recreation staff recommends reallocating \$62,570 from the Lion Center flooring Project (2025-35) to offset costs associated with facility improvements and equipment needed for the pool rehabilitation project.

The estimated one-time initial operating costs to support pool reopening total \$152,783 and represent startup expenses to be incurred in May and June 2026. These costs will be funded through General Fund reserves and will be tracked within the Recreation Department budget.

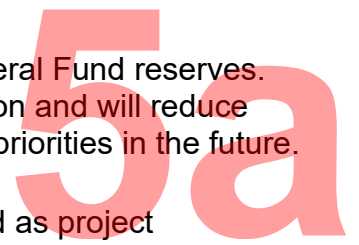
The Lion Center's recurring annual operating costs are estimated to range between \$400,000 and \$500,000 per year. While these costs are initially anticipated to be supported by General Fund revenues, staff recognizes the importance of minimizing long-term reliance on these funds. These costs are preliminary estimates and will be refined as operational plans are finalized.

City staff is actively pursuing strategies to offset operating costs and improve cost recovery, including partnerships with the School

FISCAL IMPACT:

The proposed budget amendment will increase General Fund revenues by \$ 1,000,000 and expenditures by \$3,100,501, which includes both capital project costs and initial operating expenses.

Funding will be provided through a combination of insurance proceeds and General Fund reserves. The use of General Fund reserves for this project represents a one-time allocation and will reduce available reserves, which may impact the City's capacity to fund other one-time priorities in the future.



These estimates represent current best available information and may be refined as project conditions evolve.

Budget Adjustment for Project 2021-31 Lion Center Pool Rehabilitation Project:

101-521.000-470.170 - Insurance Proceeds – Revenue	\$	1,000,000
101-521.000-800.300 - Improvement other than buildings – Expense.....	\$	2,947,717
101-521.000-800.400 - Equipment – Expense	\$	62,570

Budget Adjustment for Initial Operating Expenses:

101-521.000-700.200 - Temporary Salaries – Expense.....	\$	95,190
101-521.000-710.200 - FICA- Expense.....	\$	7,265
101-521.000-720.300 - Chemicals- Expense.....	\$	20,500
101-521.000-725.200 - Electricity- Expense.....	\$	6,000
101-521.000-725.300 - Natural Gas- Expense.....	\$	3,000
101-521.000-721.200 - Other Operating Supplies -Expense.....	\$	8,366
101-521.000-721.100 - Uniforms- Expense.....	\$	2,462
101-521.000-740.120 - R&M Facility - Expense.....	\$	10,000

ALTERNATIVES:

1. Do not approve the budget amendment, which would delay or prevent the continuation of the pool project.
2. Provide alternative direction to staff.

ATTACHMENTS:

1. 1. Lion Center Pool Project Cost Breakdown

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

Staff, Title or Consultant, Agency

Rebecca Terrazas- Baxter, City Manager, ,
 Emmet Fried, Assistant to the City Manager, ,
 John Tang, Interim Assistant Police Chief, ,
 April Hodgson, P&R Manager, ,
 Ana Gutierrez, Public Works Analyst, ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency

Rebecca Terrazas-Baxter, City Manager
 Silvia Luna, Finance Director

Status – Date of Status

Approved - 3/27/2026
 Approved - 3/27/2026



5a.1

City of Brawley

Lion Center Pool 2025-2026 Rehabilitation and Reopening Budget Estimate

Cost estimates are based on active contracts and recent proposals received by the City and are intended to reflect current market conditions at the time of preparation.

1. CAPITAL PROJECT COSTS

The Lion Center Rehabilitation Project was approved as part of the Capital Improvement Program (CIP) in 2021 (Project No. 2021-31). Costs incurred during the initial phase of the rehabilitation totaled \$871,483. The estimates below reflect preliminary costs for the full rehabilitation of the project.

Cost Category	Description	Amount
Design/Engineering	Includes Design and Geotechnical work	22,000
Construction	Includes mobilization, demolition, excavation, pool replastering, refilling, plumbing and mechanical upgrades, and deck repairs.	2,309,454
Project Management	Construction Management provided by consultant, The Holt Group	178,500
Permit, Fees, and Regulatory Compliance		2,000
Pool Facility Improvements and Equipment	Includes lifeguard stations, shade structures, bleachers, benches, sound system, and electrical improvements.	62,570
Contingency (15%)	To account for unforeseen conditions and potential change orders. Contingency is included to mitigate risks associated with unknown site conditions and construction variability.	373,193
Total Project Rehabilitation Cost		\$ 2,947,717

2. INITIAL OPERATING COSTS (MAY-JUNE 2026)

Costs represent initial operating expenses for reopening and do not reflect full annual operating costs.

Cost Category	Amount
Temporary Staffing – Lifeguards and Program Support	102,455
Uniforms	2,462
Safety Supplies	8,366
Chemicals	20,500
Natural Gas	3,000
Electricity	6,000
Facility Repairs and Code Compliance	10,000
Total Reopening Operating Costs	\$ 152,783

Total Pool Rehabilitation and Initial Operating Costs (FY 2025/2026) : **\$ 3,100,501**

City of Brawley

City Council
March 31, 2026
Agenda Item No 5b



STAFF REPORT

To: City Council
From: Rebecca Terrazas-Baxter, City Manager
Prepared by: John Tang, Interim Assistant Chief
Subject: **Potential Action to Review and Approve a Service Agreement from Knorr Systems, Int'l (KSI) for the Mechanical Room Repair or Replacement of Critical Equipment**

RECOMMENDATION:

Staff recommends that the City Council review and approve the service agreement with Knorr Systems, Int'l. (KSI) for conducting services for the mechanical room repair/replacement of equipment at the Lions Center Pool Facility.

BACKGROUND INFORMATION:

The City of Brawley is currently undertaking a comprehensive rehabilitation of the Lions Center Pool Facility, which includes restoring pool systems, replacing deteriorating infrastructure, and making updates to ensure compliance. During ongoing construction, several significant issues have arisen regarding the condition of the Mechanical Room, which houses the filtration equipment, circulation systems, piping connections, and critical health and safety components.

Given the age of the existing system, the mechanical room equipment is considered beyond its useful lifespan; therefore, replacement or refurbishment is required to safeguard the City's investment in the pool rehabilitation project and ensure compliance with health department regulations. The system has not been in operation since August 2023, raising concerns about potential corrosion or component failure.

Staff has obtained a proposal from KSI to repair/replace equipment prior to the pool's start-up. The city has recently benefited from KSI's successful services, as reflected in several service reports for various City facilities. These reports highlight KSI's dependability, quick response, and established collaboration with City staff. Their familiarity with City facilities shortens setup time and minimizes risks by allowing them to understand the City's equipment and operational standards.

The KSI proposal outlines the essential items required before filling the pool and confirms their understanding of the immediate operational needs. The total cost is \$178,802.00. The proposal covers only the "critical" components necessary to make the pool operational at startup.

Approving KSI enables:

- Minimal disruption to the construction timeline

- Compliance with health and safety requirements
- Timely commissioning and pool opening

A full Mechanical Room replacement is unwarranted at this stage and would add unnecessary cost, time, and complexity.

FISCAL IMPACT:

A budget of \$2,947,717 has been established for the recently reactivated pool rehabilitation project under the adopted FY 2025/2026 budget. This budget includes funding for mechanical work, and the proposed expenditures are within the total amount authorized for the Lion Center Rehabilitation Project (Project No. 2021-31).

All project-related costs will be recorded and monitored under Improvements Other Than Buildings (Account No. 101-521.000-800.300) in accordance with the City’s capital asset and budgetary control policies.

ALTERNATIVES:

Council may decide not to approve.

ATTACHMENTS:

1. KSI Proposal
2. KSI Agreement
3. KSI Sole Source

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

Staff, Title or Consultant, Agency

, , ,

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
 Rebecca Terrazas-Baxter, City Manager
 Silvia Luna, Finance Director

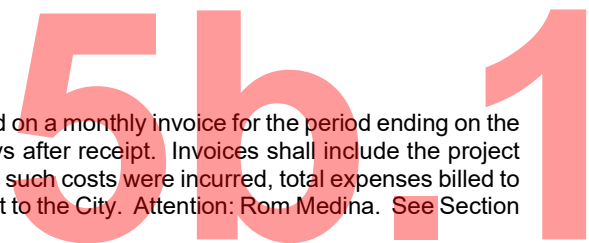
Status – Date of Status
 Approved - 3/27/2026
 Approved - 3/27/2026



**CITY OF BRAWLEY
CONTRACT
LIONS CENTER MECHANICAL ROOM REHAB
CRITICAL ITEMS LIST**

5b.1

- 1.0 **The Parties.** This Contract is made by and between the City of Brawley (“City”) and Knorr Systems, Int’l (KSI). (“Contractor”).
- 2.0 **Paragraph Headings and Definitions.** Paragraph headings in this Contract are for convenience only and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract or amendments hereto, the following words or phrases shall have the meanings specified:
 - 2.1 **Professional Efforts.** Those efforts that a competent, experienced, and prudent Contractor would use to perform and complete the requirements of this Contract on time, exercising the degree of care, competence, and prudence customarily imposed on a Contractor performing similar work in the State of California.
 - 2.2 **Contract.** This Contract, including all referenced documents, is between City and Contractor for the performance of the Work, and any subsequent written modifications or amendments executed by City and Contractor.
 - 2.3 **Contractor.** The legal entity that executes this Contract with the City to perform the Work.
 - 2.4 **Force Majeure.** An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.
 - 2.5 **City Manager.** The title of the person designated by the City to be its representative with authority to act for the City regarding this Contract and the Work of Contractor.
 - 2.6 **Work.** All or a part or phase of the obligations undertaken by the Contractor according to the Contract.
- 3.0 **Time of Contract.** Contractor shall perform the services required under this Contract within 20 calendar days from the date of the Contract.
- 4.0 **Scope of Work.** The city hereby retains and engages Contractor, and Contractor accepts such engagement to provide the repair/rehabilitation of the Lions Center Mechanical Room.
 - 4.1 Details of the Scope of Work are contained in the Proposal to provide Lions Center Mechanical Room Rehab – Critical Items dated March 24, 2026, attached herewith as Exhibit A and by this reference made a part hereof.
- 5.0 **Manner of Compensation.** For the performance of services rendered under this Contract, the City will pay the Contractor a fee based on the following, subject to the limitation of the maximum expenditure provided herein:
 - 5.1 **Maximum Fee.** The maximum fee under this Contract is One Hundred Seventy Eight Thousand Eight Hundred Two Dollars (\$178,802.00), without prior express written consent of the City. If the contractor anticipates the need for services exceeding the amount, the City shall be notified immediately in writing. Details of the Fee Proposal are included as part of Exhibit A.
 - 5.2 **Extra Work.** Contractor shall not perform extra work of any kind without prior express written consent of City.



6.0 Payment

The city shall pay the contractor for services rendered hereunder, based on a monthly invoice for the period ending on the final day of each month. The city shall pay each invoice within 30 days after receipt. Invoices shall include the project description, the description and breakdown of costs, the month in which such costs were incurred, total expenses billed to date, the invoice number, and the invoice date. All invoices shall be sent to the City. Attention: Rom Medina. See Section 22.2, "Notice and Communications".

- 6.1 Compensation. Monthly progress payments shall be billed and based on work completed. The progress of the work and payment due shall be recorded on a Progress Payment Form, the appearance of which will be approved by the City. See Exhibit B for a sample of a typical invoice.
- 6.2 Billing Dispute. In the event City disputes the amount of an invoice, it shall notify Contractor within 20 days of receipt of the invoice and otherwise timely pay any undisputed portion of the invoice.

7.0 Records and Audits

- 7.1 Books and Records. Contractor shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City.
- 7.2 Audit. The city may audit the time-based and reimbursable expenses for any given Work Order. The city shall not have access to the Contractor's composition of fixed overhead rates or lump sums, the financial makeup of payroll burdens, or any costs expressed as a percentage of direct labor costs.
- 7.3 Document Retention. Contractor shall maintain all above documents and records, which demonstrate performance under this Contract for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

8.0 Control of Work.

Contractor shall report on all Work performed for City through City's Contract Manager and any designated representatives. Contractor shall comply with any coordination and completion criteria specified by City, and shall diligently prosecute each phase of the Work.

9.0 Ownership of Documents

- 9.1 Documents. Original project documents, including reproducible record prints of drawings, calculations, estimates, designs, specifications, field notes and data prepared in the course of performing the Work with the exception of those standard details and specifications regularly used by the Contractor in its normal course of business shall upon payment of all amounts rightfully owed by the City to the Contractor herein become the property of City. All final reports including reconnaissance reports, pre-feasibility reports, and feasibility reports shall be the property of the City. Contractor may retain copies of said documents and reports. Any reuse or modification of such Documents for purposes other than those intended herein shall be provided at the City's sole risk and without liability to the Contractor.
- 9.2 Confidentiality. In performing services under this Contract Contractor will gain access to proprietary information concerning City's business and operations. All ideas memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to the Contractor in connection with the performance of this Contract shall be held confidential by Contractor. Contractor shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the work under this Contract. Nor shall such materials be disclosed to any person or entity not connected with the performance of the work under this Contract. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to the project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Contract in any magazine, trade paper, newspaper, television or radio production or other similar media without the prior written consent of City.

It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain:
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation:

- 51b.1
- c. Information developed by or in the custody of Contractor before entering into this Agreement;
 - d. Information developed by Contractor through its work with other clients; and
 - e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order, or administrative order.

10.0 Duties of Contractor

- 10.1 Degree of Care. In the performance of its services hereunder, Contractor shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional Contractors in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations at the same time and in the same locality.
- 10.2 Licenses. Contractor represents to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its profession.
- 10.3 Correction of Improper Services. Contractor shall perform or correct any portions of the work not performed in accordance with the standard of care specified herein, provided that Contractor is notified in writing of nonconformity within a reasonable time after discovery by City of the nonconforming service. The contractor shall perform the remedial services at no additional cost to the City.

11.0 Suspension

The city may, upon 10 calendar days written notice, direct the Contractor to suspend performance on any or all of the services under the Contract for a specified period of time. If any suspension is not occasioned by the fault of Contractor, this Contract may be supplemented to compensate Contractor for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation, subject to audit, and asserted within twenty days after the date City issues a notice for resumption of the services under the Contract. Contractor shall be entitled to an extension to any work schedule to the extent a delay was caused by the suspension. Upon receipt of a suspension notice, Contractor shall (1) discontinue the Work under the Contract, (2) place no further orders or subcontracts, (3) suspend all orders and subcontracts, (4) protect and maintain all completed Work, and (5) otherwise mitigate City's costs and liabilities for those areas of work suspended. Services under the Contract shall be resumed by Contractor after such suspension on 10 calendar days' written notice from City.

12.0 Termination

Under the terms hereunder, City may, at any time and for any reason, terminate this Contract upon not less than 21 days written notice to Contractor. Under such circumstances, this Contract shall terminate on the date set forth in such written notice.

- 12.1 Termination for Cause. If Contractor shall fail to diligently, timely, and expeditiously perform any of its respective obligations under this Contract, and such failure shall have continued for 10 days after City has delivered written notice thereof to Contractor; or Contractor shall make a general assignment for the benefit of its creditors, a receiver or trustee shall have been appointed on account of Contractor's insolvency, Contractor otherwise shall be or become insolvent, or an order for relief shall have been entered against Contractor under Chapter 7 or Chapter 11 of Title 11 of the United States Code, or Contractor otherwise shall be in default under the Contract and such default shall not have been cured within 10 days after City has delivered written notice to Contractor; then, City, upon 7 days prior written notice to Contractor, immediately may terminate this Contract for a cause.
 - 12.1.1 Upon termination of this Contract for cause, Contractor shall be entitled only to payment of that portion of services performed for which Contractor has not been paid and which Contractor has satisfactorily performed, up to the date of such termination; provided, however, that: No allowance shall be included for any out-of-pocket costs and expenses incurred by Contractor because of the termination of this Contract.
 - 12.1.2 Nothing contained in this Contract shall limit in any manner any rights or remedies otherwise available to City because of a default by Contractor under this Contract including, without limitation, the right to seek full reimbursement from Contractor for all costs and expenses

incurred or to be incurred by City because of Contractor's default hereunder and which City would not have otherwise incurred if Contractor had not defaulted hereunder.

12.2 Termination For Convenience - If City terminates this Contract for reasons other than those set forth above Contractor shall be entitled to payment for services performed which have not been paid to Contractor and which shall compensate Contractor for all services actually and satisfactorily performed by Contractor up to the date of such termination.

12.3 Duties of Contractor Upon Termination - Upon any termination of this Contract Contractor shall:

12.3.1 Discontinue all of its services under the Contract from and after the date of the notice of termination, except as may be required to complete any item or portion of work to a point where discontinuance will not cause the unnecessary waste or duplicative work or cost.

12.3.2 Cancel, or, if so directed by City, transfer to City all or any of the commitments and Contracts made by Contractor relating to the services, to the extent they may be canceled or transferred by Contractor.

12.3.3 Transfer to City in the manner, to the extent, and at the time directed by City, all supplies, materials, and other property produced as a part of, or acquired in the performance of Contractor's services.

12.3.4 Take such other actions as City may reasonably direct.

13.0 Insurance

Without limiting Contractor's indemnification of City, and before the commencement of Work, Contractor agrees to provide insurance per the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements, the Contractor agrees to modify the existing coverage to do so. The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the following requirements:

13.1 Commercial General Liability Insurance. Commercial General Liability coverage is at least as broad as Insurance Services Office form CG 00 01. No claims made or modified occurrence forms will be accepted. Total limits for all coverages shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall include bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy shall be endorsed to provide that the City of Brawley and its officers, officials, employees, and agents are additional insureds. This provision shall also apply to any excess policies.

13.2 Business Auto Liability Insurance. Business auto coverage at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired non-owned, or rented vehicles. Limits shall be no less than \$1,000,000 combined single limit per accident.

13.3 Workers' Compensation. Workers' Compensation coverage providing workers' compensation statutory benefits as required by law and Employer's Liability Insurance of no less than \$1,000,000 per accident. Contractor shall submit to City, along with the certificate of insurance, a Waiver Subrogation endorsement in favor of City of Brawley, its officers, agents, and employees. (This provision shall not apply if Contractor has no employees performing work under this Agreement, however, in such case, Contractor must sign the "Certificate of Exemption from Workers Compensation Insurance" included below.

13.4 Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance covering the services to be performed in connection with this Agreement shall be maintained with policy limits of not less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and the Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

14.0 Indemnification

For Professional Liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, and hold harmless City and all of its officials, employees, and agents ("Indemnified Parties") from and against any losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

For other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, and hold harmless City, and any of its employees, officials, and agents from and against any liability (including for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceeding, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including by not limited to officers, employees or subcontractors of Contractor.

15.0 Relationship of Parties

Contractor shall, for all purposes, be an independent contractor as to City, and under no circumstances shall the relationship of employer and employee arise between the agents or employees of Contractor and City.

16.0 Assignment and Subcontracting

16.1 Non-Assignment. A substantial inducement to City for entering into this Contract is the professional reputation, experience, and competence of the Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Contract will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of City. If City consents to such subcontract, the Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

16.2 Successors and Assigns. This Contract shall be binding upon the successors and assigns of each of the parties hereto in respect to all of the provisions hereof. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.

17.0 Laws and Regulations

The contractor will comply in the performance of the Contract with all laws and regulations applicable to the Contractor in its performance of the Contract.

18.0 Force Majeure

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to

the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

19.0 Attorneys' Fees

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorney's fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs at the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

20.0 Governing Law and Venue

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. All actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in State court located in the County of Imperial, State of California, and Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non convenes or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notice as set forth in this Contract.

21.0 Integration

This Contract and any exhibits hereto, as well as other documents referred to in this Contract, constitute the entire Contract between the parties with regard to the subject matter hereof and thereof. This Contract supersedes all previous Contracts between or among the parties. There are no Contracts, representations, or warranties between or among the parties other than those outlined in this Contract.

22.0 Authorized Representatives and Notices

22.1 Representatives. Before the commencement of the work under the Contract, City and Contractor shall agree on the designation of a representative authorized to act on behalf of each party.

22.2 Notice and Communications. All communications relating to the day-to-day activities under this Contract shall be exchanged between the representatives of the City and the Contractor. All legal notices and communications required under or related to this Contract shall be in writing and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representatives of City and Contractor identified below. Notice shall be effective on the date of delivery.

5b.1

TO: City of Brawley
Rebecca Terrazas-Baxter
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3059
Email: Rebecca.Terrazas-Baxter@brawley-ca.gov

TO: Knorr Systems Int'l., LLC
Brandon Moore, Application Specialist
2221 South Standard Avenue
Santa Ana, CA 92707
Phone: (714) 754-4044
Email: www.Aquafinity.com

22.3 A party may change or supplement the information exchanged concerning authorized representatives and notices by giving the other party written notice of the new information in the manner set forth above.

23.0 Waiver

The failure of the City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of work or payment for work shall not release Contractor from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

24.0 Survival of Obligations and Liabilities

The termination, cancellation, or acceptance of the work under the Contract shall not relieve Contractor of its obligations for work completed before the effective date of such termination, cancellation, or acceptance, nor shall it relieve Contractor of its liabilities at law or under this Contract.

25.0 Severability

If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each such provision shall be valid, and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Contract, such party may, by giving written notice to the other party, terminate this Contract.

26.0 Execution and Effective Date. This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the 31st day of March 2026.

Dated: March 31, 2026.

CITY OF BRAWLEY

By: _____
Rebecca Terrazas-Baxter, City Manager

Knorr Systems Int'l., LLC

ATTEST:

By: _____
Brandon Moore, Application Specialist

By: _____
Ana Gutierrez, City Clerk

March 24, 2026

Jesus Alvarez
City of Brawley
via: jesus.alvarez@brawley-ca.gov

RE: Lions Center Mechanical Room Rehab – Critical Items List

Dear Jesus:

We are pleased to submit this proposal for the restoration and reactivation of the Lions Center Pool. All equipment and materials specified herein are genuine OEM products/

Sump Pit

- Replace the ClaVal water make up system including the valve and float control.
- Replace the modulating float valve

Circulation Pump Pit

- Replace three (3) 10" butterfly valves
- Replace one (1) MerMade strainer lid and gasket
- Replace two (2) MerMade strainer baskets
- Fabricate and install a new mounting bracket for existing MerMade strainer
- Replace one (1) 10" check valve

Filtration System

- Replace nineteen (19) 6" victaulic couplings and grooved seals
- Replace eight (8) 3" victaulic couplings and grooved seals
- Replace seven (7) 10" victaulic coupling grooved seals
- Replace four (4) Eko3 backwash valves
- Replace one (1) BECSys7 mechanical room control system in a lockable UV resistant enclosure and filter interface panel (including actuators, gauges, Murphy switch and membrane style ppm sensor)
- Replace tubing from backwash valves to control system
- Replace filter tank internal laterals in all four (4) tanks
- Replace media in four (4) filter tanks with Activated Filter Media (AFM)
- Replace four (4) internal air reliefs
- Replace filter tank manway cover gaskets (4)
- Replace the pressure amplification system
- Replace 10" Signet flow sensor located in piping above filter tanks

5b.1

Sodium Hypochlorite Feed System

- Replace existing chemical pump with two (2) Stenner S Series 315 gpd output peristaltic pumps with rain roofs (one pump for a spare)
- Replace suction and discharge tubing

Hydrochloric Acid Feed System

- Replace existing chemical pump with two (2) Stenner S Series 315 gpd output peristaltic pumps with rain roofs (one pump for a spare)
- Replace suction and discharge tubing

CO2 Feed System

- Replace internal solenoid in the existing CO2 feed unit

Heater System

- Replace two (2) 3/4HP booster pumps
- Replace two (2) 2" complete 3-way valves with actuators
- Replace two (2) 2.5" flange gaskets
- Replace four (4) 2.5" Bray lug style butterfly valves

Proposal pricing includes the following:

Labor, travel, materials, parts, sales tax and applicable in-bound shipping

TOTAL: \$ 178,802.00

Terms and Conditions

- Payment: Net 30 days from date of invoice
- Interest: 18% APR is charged on all past due invoices
- Shipping: Inbound shipping included. KSI will deliver all required components to job site
- Expiration: Proposal is valid for a period of thirty (30) days from date
- Fees: Excludes permit and bond fees

Kind regards,

Brandon Moore
Application Specialist
Knorr Systems Int'l., LLC

EXHIBIT B
Typical Monthly Invoice
Contractor's Letterhead

5b.1

City of Brawley

Project Title: Lions Center Mechanical Room Rehab – Critical Items List

Services from: (Date) to (Date)

Total Contract Amount
Previously Billed
Current Billing
Billed to Date
Amount Remaining
Total This Invoice

*Percent Completion shall be justified and be part of the invoice.

Attach backup information, if applicable.



SELECT OR SOLE SOURCE JUSTIFICATION FORM

Select/Sole Source purchases may be made in a non-competitive manner only when in the best interest of the City and when the price is considered reasonable. Attach this form and other supporting documents if available, to the purchase Requisition.

Sole or Select Source: Defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements. The requesting department is responsible for supplying written justification, approved by the department director or designee with signing authority for these purchases.

Complete responses must be provided for all of the following items.

Vendor name	Knorr Systems, Int'l. (KSI)
Amount of purchase	\$ 178,802.00

THE PURCHASE REQUEST IS RESTRICTED TO ONE VENDOR FOR THE REASONS STATED BELOW:

1. Why is the purchase of goods or services restricted to this vendor?

The City determined that proceeding with Knorr Systems, Int'l. (KSI) without a competitive solicitation was necessary due to the time-sensitive nature of the pool rehabilitation project and the urgent need to address critical mechanical room deficiencies prior to system startup. Delaying these repairs to conduct a formal bid process would risk project delays, increased costs, and potential impacts to public access timelines.

KSI has an established working relationship with the City and has recently demonstrated reliability, responsiveness, and technical expertise through services performed at multiple City facilities. Their familiarity with the City's existing systems and operational standards allows for expedited mobilization and reduces the risk of errors or unforeseen complications. Given these factors, staff determined that KSI is uniquely qualified to perform the required services within the necessary timeframe and with minimal risk to the project.

2. What market research was conducted to substantiate no competition, including evaluation of other items considered?

Due to the urgent and time-sensitive nature of the mechanical room repairs required to maintain the pool rehabilitation project schedule, a formal survey of multiple vendors was not performed. Conducting a competitive solicitation or outreach to additional suppliers would have introduced delays that could impact the construction timeline, increase project costs, and postpone facility availability.

Staff is aware that other vendors may provide similar aquatic mechanical system services; however, engaging a new contractor would require additional time for procurement, site evaluation, and familiarization with the City's existing systems and partially completed construction work. This would introduce unnecessary risk and potential inefficiencies at a critical stage of the project.

Knorr Systems, Int'l. (KSI) has recent and direct experience working with the City's aquatic and related mechanical systems and has demonstrated reliability, responsiveness, and technical expertise through prior service engagements. Their familiarity with City facilities allows them to quickly assess conditions, coordinate with ongoing construction activities, and perform the necessary work without delay.

Consistent with the City's purchasing policy provisions for sole source and/or emergency procurements—where standard competitive bidding requirements may be waived when time constraints, continuity of service, or specialized expertise are necessary—staff determined that conducting a broader market survey or soliciting additional proposals would not yield a practical or timely alternative capable of meeting the City's immediate operational and project needs.

PRICE ANALYSIS:

3. How was the price offered determined to be fair and reasonable?

The price offered by Knorr Systems, Int'l. (KSI) was determined to be fair and reasonable based on a combination of factors, including prior experience with the vendor, recent service reports, and evaluation of the scope and complexity of the work required. The City has recently utilized KSI for similar services at multiple facilities, and the costs associated with those services have been consistent with industry expectations for specialized aquatic mechanical systems work.

Additionally, staff reviewed the proposal in detail and confirmed that it is limited to critical components necessary for initial pool operation, rather than a full mechanical room replacement. This focused scope helps ensure cost efficiency while addressing immediate operational needs. The pricing reflects the specialized nature of the equipment, technical expertise required, and the expedited timeline for completion.

Staff also considered the potential costs associated with delays, mobilization of a new vendor, or errors resulting from lack of familiarity with the City's systems. Based on these factors, staff determined that the proposed cost is reasonable and represents the best value to the City under the current circumstances.

Approved By
Rebecca Terrazas-Baxter, City Manager


Signature


Date Signed

510.2

