



MAYOR CELESTE T. RODRIGUEZ
VICE MAYOR MARY MENDOZA
COUNCILMEMBER JOEL FAJARDO
COUNCILMEMBER MARY SOLORIO
COUNCILMEMBER VICTORIA GARCIA

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:00 PM
MONDAY, JULY 1, 2024

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@sfcity.org at least 2 business days prior to the meeting.

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

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

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

RECESS TO CLOSED SESSION

- A) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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Subject Property: City owned parcels at Assessor Identification Numbers (APN):
2521-031-901, 902, and 903
Party Negotiation with: Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr.,
Fernandeño Tataviam Band of Mission Indians
City Representative: Nick Kimball, City Manager and Kanika Kith, Deputy City
Manager/Economic Development

B) CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO G.C. §54957.6:

Designated City Negotiators: City Manager Nick Kimball
Employees and Employee Bargaining Units:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

**C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH
LABOR NEGOTIATOR:**

City Representative: City Attorney Richard Padilla
Unrepresented Employee: City Manager

**D) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF
LITIGATION:**

One (1) Matter

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

SUBMIT PUBLIC COMMENT IN PERSON

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

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SUBMIT PUBLIC COMMENT VIA EMAIL

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

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING THE MEETING

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

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

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

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

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR MEETING AGENDA

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

PRESENTATIONS

- A. ANNUAL RECOGNITION
 - PARKS AND RECREATION MONTH – JULY 2024
- B. INTRODUCTION OF NEW EMPLOYEES

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DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

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

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- a. January 22, 2007 – Special
- b. June 4, 2007 – Special

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-062 AND 24-071 APPROVING THE WARRANT REGISTERS OF JUNE 17, 2024, AND JULY 1, 2024, RESPECTIVELY

Recommend that the City Council:

- a. Adopt Resolution No. 24-062 approving the Warrant Register dated June 17, 2024; and
- b. Adopt Resolution No. 24-071 approving the Warrant Register dated July 1, 2024.

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3) CONSIDERATION TO APPROVE THE FAIR POLITICAL PRACTICES COMMISSION – 2024 CONFLICT OF INTEREST CODE LOCAL AGENCY BIENNIAL NOTICE REQUIREMENT

Recommend that the City Council:

- a. Receive and file the 2024 Conflict of Interest Code Local Agency Biennial Notice requirement from the Fair Political Practices Commission; and
- b. Authorize the City Manager, or designee, to complete the Notice and submit all related compliance documents to the FPPC.

4) CONSIDERATION TO ADOPT A RESOLUTION CALLING FOR AND GIVING NOTICE OF HOLDING A GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024, REQUEST TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE THE LOS ANGELES COUNTY ELECTIONS OFFICIAL TO PERFORM ELECTION SERVICES, AND ADOPTING REGULATIONS PERTAINING CANDIDATE STATEMENTS AND RELATED MATERIALS SUBMITTED TO THE ELECTORATE

Recommend that the City Council:

- a. Adopt Resolution No. 8314 calling and giving notice of the City of San Fernando's General Municipal Election to be held on Tuesday, November 5, 2024, for the election of two City Councilmembers to each serve four-year terms;
- b. Approve the request to consolidate the election with the Statewide General Election; and request that the Los Angeles County Board of Supervisors consent, and effectuate such consolidation to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk to take any and all steps necessary for the holding of the consolidated election;
- c. Adopt regulations pursuant to Elections Code Sections 13307 through EC 13313, pertaining to candidate statements and related election materials; and
- d. Authorize the City Clerk to file all required documents by July 8, 2024, with the Board of Supervisors to effectuate the request for election consolidated services.

5) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR 2024-2025

Recommend that the City Council:

- a. Adopt Resolution No. 8316 approving the Salary Plan for Fiscal Year 2024-2025;
- b. Adopt Resolution No. 8317 approving the Table of Organization for FY 2024-2025; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

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6) CONSIDERATION TO APPROVE A SPECIAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2024-2025

Recommend that the City Council:

- a. Approve an Agreement for Special Services (Contract No. 2262) with the law firm of Liebert Cassidy Whitmore for Fiscal Year 2024-2025;
- b. Authorize Special Legal Services not to exceed the budgeted amount for Fiscal Year 2024-2025; and
- c. Authorize the City Manager to execute the Agreement and all related documents.

7) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES REGIONAL FOOD BANK FOR A 2024 SUMMER FOOD SERVICE PROGRAM, AND APPROVE THE USE OF THE CITY SEAL

Recommend that the City Council:

- a. Approve the Memorandum of Understanding with the Los Angeles Regional Food Bank for a 2024 Summer Food Service Program (Contract No. 2261);
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

8) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES, AND APPROVE USE OF THE CITY SEAL

Recommend that the City Council:

- a. Approve a Non-Exclusive License Agreement (Contract No. 2266) with Special Olympics Southern California for use of Las Palmas, Recreation, and Pioneer park facilities;
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

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9) CONSIDERATION TO AWARD A CONTRACT FOR TO WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND MATERIALS TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)

Recommend that the City Council:

- a. Approve a contract to Willdan Engineering (Contract No. 2265) in an amount of \$202,191, for construction management, inspection, labor compliance and materials testing services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019); and
- b. Authorize the City Manager to make non-substantive changes execute the Agreement and any related documents.

10) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO EUROFINS EATON ANALYTICAL, LLC FOR PUBLIC WATER SYSTEM LABORATORY AND ANALYTICAL SERVICES

Recommend that the City Council:

- a. Award a Professional Services Agreement (Contract No. 2263) to Eurofins Eaton Analytical, LLC in an amount not-to-exceed \$160,000 per fiscal year, for Public Water System Laboratory and Analytical Services for a three-year term, with a City option to renew for two one-year terms; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

11) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH BRIGHTLY SOFTWARE INC. FOR CITYWIDE FACILITY CONDITION ASSESSMENT CONSULTING SERVICES

Recommend that City Council:

- a. Approve a Contract Services Agreement with Brightly Software Inc. (Contract No. 2264) for citywide facility condition assessment consulting services in an amount not to exceed \$27,222 through Sourcewell Contract Reference No. 090320-SDI;
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

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PUBLIC HEARINGS

12) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Review and discuss the Fiscal Year 2024-2025 Proposed Budget; and
- c. Pending public testimony, adopt Resolution No. 8318 approving the Fiscal Year 2024-2025 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

OR

- d. Continue the Public Hearing to a date certain by or before July 20, 2024; and
- e. Approve Continuing Budget Resolution No. 8319, which continues the Fiscal Year 2023-2024 Budget pending final approval of the Fiscal Year 2024-2025 Budget by or before July 20, 2024.

13) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING AN AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, ADDING ARTICLE VII OF CHAPTER 74 TO PROHIBIT ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for the first reading, in title only, and waive further reading of Ordinance No. 1726 titled, “An ordinance of the City Council of the City of San Fernando, California, approving an amendment to the San Fernando Municipal Code Chapter 74, adding Article VII, to prohibit unlawful encampments and storing of personal property on public property within the City limits of San Fernando.”

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ADMINISTRATIVE REPORTS

14) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO ASSESS REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

Recommend that the City Council adopt Resolution No. 8315 declaring the City Council’s intention to assess real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on August 5, 2024.

15) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION ON IMMIGRATION REFORM

This item was agendized by Vice Mayor Mary Mendoza.

16) DISCUSSION ON CAMPAIGN CONTRIBUTION LIMITS

This item was agendized by Councilmember Joel Fajardo.

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 July 15, 2024.

AFFIDAVIT OF POSTING

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

Dated: _____ at: _____

Signed By: _____

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City’s Internet website www.sfcity.org. These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours.

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PRESENTATIONS - ANNUAL RECOGNITIONS



PROCLAMATION

PARKS & RECREATION MONTH

July 2024

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of San Fernando;

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks, promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers;

WHEREAS, parks and recreation encourages physical activities by providing access to popular sports, hiking programs, fitness classes, swimming pools and many other activities designed to promote active lifestyles;

WHEREAS, parks and recreation is a leading provider of healthy meals, nutrition services, and education, and park and recreation programming and education activities, such as youth sports, teen groups and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction;

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community and is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change;

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors;

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month and the City of San Fernando recognizes the benefits derived from parks and recreation resources.

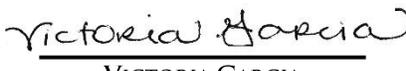
NOW, THEREFORE, THE SAN FERNANDO CITY COUNCIL does hereby proclaim July 2024 to be **PARKS & RECREATION MONTH** and in doing so, urge all citizens to recognize the importance of accessing local parks, trails, open space and facilities for the health, wellness, development, inspiration and safety of all Californians.




CELESTE F. RODRIGUEZ
MAYOR


MARY MENDOZA
VICE MAYOR


JOEL FAJARDO
COUNCILMEMBER


VICTORIA GARCIA
COUNCILMEMBER


MARY SOLORIO
COUNCILMEMBER

July 1, 2024

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 22, 2007 – 5:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Martinez called the meeting to order at 5:19 p.m.

Present:

Council: Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas, and Councilmembers Steven Veres, Dr. Jose Hernandez, Maribel De La Torre

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Councilmember Veres, seconded by Councilmember Hernandez, to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS

There were no speakers and Mayor Martinez closed the public statements portion of the meeting.

NEW BUSINESS

1) MID YEAR BUDGET REVIEW

Finance Director Lorena Quijano presented details of the mid-year budget.

Discussion followed regarding a general summary of the General Fund, Enterprise Funds, Special Funds, the State Asset Forfeiture Fund, Grant Funds currently in progress, the street-lighting assessment district, the State of Emergency Fund, FEMA reimbursements, the possibility of zeroing out the negative cash balance in the State of Emergency Fund by transferring money from the General Fund.

Finance Director Quijano presented a summary of departmental budget requests and City staff provided details of their specific requests including the projected budgetary impacts and recommendations.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – January 22, 2007**

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Discussion followed regarding SFPD and Public Works requests and recommendations, staffing needs, Crossing Guards, the need for two new computers in the Dispatch Center, moving towards a GIS system, a Pedestrian Master Plan to explore walkability in the City, graffiti mitigation, using RDA funds, reimbursement of graffiti costs by parents of perpetrators, through the court system, the possibility of Metro helping with funding and available CDBG funds.

2) ALLOCATION OF COMMUNITY DEVELOPMENT

Community Development Director Paul Deibel presented details of the report.

Discussion followed regarding the Lopez Adobe Preservation project, CDBG funds, matching grant funding and completion of expenditures, approval of the culinary site plan and landscape plan by the Historical Commission during a recent meeting, projected timing for construction, General Fund impacts, taking formal action at a later date through budget resolutions, providing general Council direction at this time, providing Council consensus, Fire Services pending issues and future consideration of joining the Orange Line Development Authority MAGLEV JPA.

Finance Director Quijano summarized the report addressing reserves, future projections for reserves, the total dollar amount of requests submitted at this time, the need for and consideration of a School Resource Officer.

Mayor Martinez declared she would like to accept the recommendations being proposed for the CDBG fund.

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to accept staff recommendations for the mid-year budget, have Council review the RFPs prior to doing outreach and accept staff recommendations for the CDBG funds. The motion carried, unanimously.

ADJOURNMENT (6:05 P.M.)

Mayor Martinez adjourned the meeting at 6:05 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 22, 2007, meeting as approved by the San Fernando City Council at the meeting of _____.

Julia Fritz, City Clerk

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of _____ and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JUNE 4, 2007 – 4:00 P.M.
SPECIAL MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Ruelas called the meeting to order at 4:20 p.m.

Present:

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, and Councilmembers Steven Veres (arrived at 4:25 p.m.), Dr. Jose Hernandez, Maribel De La Torre (arrived at 4:28 p.m.)

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Mayor Pro Tem Martinez, seconded by Councilmember Hernandez, to approve the agenda, as presented. The motion carried, unanimously.

PUBLIC STATEMENTS

There were no speakers and Mayor Ruelas closed the public statements portion of the meeting.

STUDY SESSION

1) FISCAL YEAR (FY) 2007-2008 – BUDGET STUDY SESSION PART V

Finance Director Lorena Quijano presented proposed revisions to the Fee and Charge Resolution, and Staff presented the proposed budgets for the Police, Recreation and Community Services and Public Works Department and highlighted the specific changes.

Discussion followed regarding Code Enforcement citations related to tobacco and the possibility of requiring a separate permit fee for tobacco sales and the permit fee as a better way of regulating abuse.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 4, 2007**

Page 2

Motion by Councilmember Hernandez, seconded by Mayor Ruelas, to approve Tobacco permits fees as \$1,000 for the first citation, \$1,500 for the second and \$2,000 for the third. The motion carried, unanimously.

Discussion followed regarding setting the fee ranges for false alarms to 0-3 at no charge, 4-6 at \$140 and over 6, at \$210 per year, ensuring the City recovers its costs for sending patrols out, the possibility of the City implementing its own alarm network, Virtual Patrol program, needing additional research on the matter, fees for calls for nuisance party calls, fines versus fees for services and the need to incorporate new technology.

Motion by Councilmember Hernandez to accept staff's recommendations regarding the proposed fees for false alarms. The motion died for lack of a second.

Discussion followed regarding costs for dispatching officers, filming permit fees and still photography permit fees and a request was made for staff to return to City Council with specific information regarding still photography permit fees for residents versus businesses.

Mayor Ruelas confirmed that three out of two Councilmembers agreed to direct staff to set the fee ranges for false alarms at 0-3 at no charge, 4-6 at \$140 and over 6, at \$210 per year.

Motion by Mayor Ruelas, seconded by Councilmember Veres, to lower the permit fee for family daycares by 50% to \$500. The motion carried, unanimously.

City Staff reviewed specific budget changes for proposed budgets for the Police, Recreation and Community Services and Public Works Department.

Discussion followed regarding uncontested asset forfeitures, State and Federal forfeiture laws, Police Department unmet needs, equipment, staffing, seeking grant funding, updates in technology, setting budget priorities, Virtual Patrol, the need for a School Resource/Intervention Officer, citation devices, the Park Ranger Program, increased use of City Parks, the possibility of combining programs, hiring two full-time Park Rangers, considering future needs of the department, having a plan of approach to ensure parks are as safe as possible, professionalizing the program, increasing officer presence, dealing with specific violations and developing specific strategies, having a non-uniformed presence in the parks and the need for accountability, being present to prevent potential problems and leadership.

Discussion followed regarding adding two crossing guards and San Fernando Middle School and the possibility of implementing a valet program.

City Staff discussed the possibility of merging Public Works and Parks and addressed the budget impacts of various scenarios and options.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – June 4, 2007**

Page 3

Discussion followed regarding have staff provide a rationale for the recommendations, reviewing other strategies, a prior audit/review of City parks and systems, the need for deeper discussions regarding this topic, recruiting for a Parks Director and the lack of qualified applicants.

Councilmember De La Torre recommended that City Council review the resumes that were received in response to recruiting efforts for that position.

Discussion followed regarding the possibility of putting together a stop-gap budget, assuming the hiring a Parks Director in the budget to move forward and other impacts to challenges in recruitment.

ADJOURNMENT (6:02 P.M.)

Motion by Councilmember Hernandez, seconded by Mayor Pro Tem Ruelas, to adjourn the meeting at 6:02 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 4, 2007, meeting as approved by the San Fernando City Council at the meeting of _____.

Julia Fritz

Note: The current sitting members of the City Council approved the minutes as to form only during the meeting of _____ and are not validating the accuracy of the minutes since they were not part of the City Council during that time period.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: July 1, 2024

Subject: Consideration to Adopt Resolution Nos. 24-062 and 24-071 Approving the Warrant Registers of June 17, 2024, and July 1, 2024, Respectively

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 24-062 (Attachment "A") approving the Warrant Register dated June 17, 2024; and
- b. Adopt Resolution No. 24-071 (Attachment "B") approving the Warrant Register dated July 1, 2024.

BACKGROUND:

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

The Director of Finance/City Treasure 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 Finance/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

Consideration to Adopt Resolution Nos. 24-062 and 24-071 Approving the Warrant Registers of June 17, 2024, and July 1, 2024, Respectively

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There is one Warrant Register attached due to the lack of a formal City Council meeting on June 17, 2024. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 (Attachment "C") and the memorandum provided to the Director of Finance/City Treasurer approving the release of the warrant is attached to this report (Attachment "D").

ATTACHMENTS:

- A. Resolution No. 24-062; including:
 - Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 24-071; including:
 - Exhibit A: Payment Demands/Voucher List
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (June 17, 2024)

RESOLUTION NO. 24-062

**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. 24-062**

**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 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 24-062, 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 1st day of July, 2024, 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 July, 2024.

Julia Fritz, City Clerk

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236226	6/17/2024	893053 A THREAD AHEAD INC	I-238823		BI-ANNUAL JACKETS - CE OFFICERS 001-152-0000-4325	523.71
			I-238824		UNIFORMS FOR CE OFFICER 001-152-0000-4325	340.69
					Total :	864.40
236227	6/17/2024	891587 ABLE MAILING INC.	39285		MAILING AND FULFILLMENT SERVICES 070-382-0000-4300	154.78
			39286	12972	072-360-0000-4300	154.77
					WATER ENV STORAGE FEE-MAY 2024 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	334.55
236228	6/17/2024	894315 AG LAWNMOWER SHOP	0144		SMALL EQUIP. REPAIR (LAWNMOWER 043-390-0000-4300	2,232.00
			0145	12981	SMALL EQUIP. REPAIR (LAWNMOWER 001-311-0000-4300	1,399.48
			0146	12981	SMALL EQUIP. REPAIR (LAWNMOWER 001-346-0000-4300	346.98
					Total :	3,978.46
236229	6/17/2024	100143 ALONSO, SERGIO	MAY 2024		MMAP INSTRUCTOR 109-424-3614-4260	865.00
				13077	108-424-3694-4260	255.00
					Total :	1,120.00
236230	6/17/2024	892975 ALTA LANGUAGE SERVICES INC	IS721804		BILINGUAL LISTENING & SPEAKING TE 001-106-0000-4260	495.00
					Total :	495.00
236231	6/17/2024	894078 AMERICAN BUSINESS BANK	018		5% RETENTION HELD-UPPER RESERV 070-2037	5,933.15
					Total :	5,933.15
236232	6/17/2024	894717 AMERICAN RECLAMATION INC	49022		EMERGENCY CLEAN UP OF HOMELES	

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236232	6/17/2024	894717 AMERICAN RECLAMATION INC	(Continued)			
				13152	070-381-0000-4260	16,136.78
					Total :	16,136.78
236233	6/17/2024	100188 ANDY GUMP INC.	INV1142032		PORTABLE RESTROOM SERV FOR CIT 043-390-0000-4260	336.49
			INV1142033	13005	PORTABLE RESTROOM SERV FOR CIT 070-384-0000-4260	336.34
					Total :	672.83
236234	6/17/2024	100204 AQUA-METRIC SALES COMPANY	INV0101819		METER REPL PROGRAM - LARGE COM 070-385-0700-4600	541.05
				13012		541.05
					Total :	541.05
236235	6/17/2024	894045 ARROYO BACKGROUND	3415		BACKGROUND INVESTIGATIONS 001-222-0000-4270	1,500.00
				13110		1,500.00
					Total :	1,500.00
236236	6/17/2024	102530 AT & T	510849		CELL TOWER/AREA SEARCH REQUES 001-222-0000-4260	70.00
					Total :	70.00
236237	6/17/2024	892412 AT&T MOBILITY	287340014777X0604202		PERSONNEL MANAGER CELL PHONE I 001-106-0000-4220	50.44
					Total :	50.44
236238	6/17/2024	891209 AUTONATION SSC	531665		FORD GENUINE PARTS FOR VARIOUS 041-1215	1,020.68
				13006		1,020.68
					Total :	1,020.68
236239	6/17/2024	894636 AVEVA SELECT CALIFORNIA	442009		SCADA RENEWAL 023-311-0000-4260	805.00
				13159		805.00
					Total :	805.00
236240	6/17/2024	888800 BUSINESS CARD	050624		ANNUAL SUBSCRIPTION 001-105-0000-4260	144.00
			051324		VIDEO CONF-ATTENDEE OVERAGE-AF 121-135-3689-4260	22.00

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236240	6/17/2024	888800 BUSINESS CARD	(Continued) 052424		CHATGPT PLUS MONTHLY SUBSCRIPT 001-105-0000-4380	20.00
			052424		LUNCHEON-DETECTIVES INTERVIEW I 001-222-0000-4370	130.61
			052924		DINNER FOR CC MTG-05/28/24 001-101-0000-4300	111.20
			052924		VEHICLE MAINT 041-320-0390-4400	90.29
			053024		CITY COUNCIL OFFICE REMODEL 001-101-0000-4500	273.00
			053124		REGISTRATION-ANNUAL CONFERENCI 001-1230	650.00
			053124		OFFICE SUPPLIES 001-105-0000-4300	28.97
			053124-1		DEPOSIT REFUND-MMAP PROG 004-2359	-1,350.00
			053124-2		AIRLINE TICKETS-MMAP PROG 004-2359	9,058.50
			060324		MONTHLY EMAIL-JUNE 2024 001-135-0000-4260	2,017.18
			060424		DINNER FOR CC MTG ON 05/28/24 001-101-0000-4300	158.76
			060624		CONFERENCE REGISTRATION 001-101-0107-4370	725.00
			060724-1		OFFICE SUPPLIES 001-115-0000-4300	98.11
			060724-2		OFFICE & PROG SUPPLIES 001-423-0000-4300	440.75
			060724-3		MOVIE RENTAL 004-2346	4.49
			061024		OFFICE SUPPLIES 001-115-0000-4300	214.50
			061024		AIRFARE - FLIGHT CHANGE FEE 001-101-0103-4370	29.00
Total :						12,866.36

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236241	6/17/2024	100536 CALIFORNIA BUILDING OFFICIALS	16377		STATE LAWS BOOK 001-140-0000-4300	176.13
Total :						176.13
236242	6/17/2024	100492 CALIFORNIA MUNICIPAL REVENUE	053124		REGISTRATIONS (3)-DIV 3 QRTLTY MTG 001-130-0000-4370	40.00
					001-152-0000-4360	80.00
Total :						120.00
236243	6/17/2024	894742 CANYON EQUIPMENT	1246		EQUIP. MAINT. 070-383-0000-4260	442.74
			1247		EQUIP. MAINT. 070-383-0000-4260	979.21
Total :						1,421.95
236244	6/17/2024	894600 CARGILL, INCORPORATED	2909580467	13088	NSF CERTIFIED BULK SALT FOR THE II 070-384-0857-4260	5,009.48
Total :						5,009.48
236245	6/17/2024	891860 CARL WARREN & COMPANY	20492-20551		REIMB. TO ITF ACCT (LIABILITY CLAIMS) 006-1037	10,908.28
Total :						10,908.28
236246	6/17/2024	891144 CARLOCK THURSTON	54-0202-02		WATER ACCT REFUND-911 GRSWOLD 070-2010	1,000.00
Total :						1,000.00
236247	6/17/2024	100472 CCAC	200003551		PUBLIC RECORDS REQUEST WORKSHI 001-115-0000-4370	75.00
Total :						75.00
236248	6/17/2024	894010 CHARTER COMMUNICATIONS	0010369051824		PD CABLE SERVICES 05/18/24-06/17/24 001-222-0000-4260	237.07
			19630904324		INTERNET SERVICES-05/23-06/22 001-190-0000-4220	1,399.00
			222204052924		PWS OPS CABLE SRV-05/19-06/28 043-390-0000-4260	140.12

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236248	6/17/2024	894010 894010 CHARTER COMMUNICATIONS	(Continued)			Total : 1,776.19
236249	6/17/2024	103029 CITY OF SAN FERNANDO	6309-6339		REIMB. TO WORKERS COMP ACCT 006-1038	14,119.42 Total : 14,119.42
236250	6/17/2024	890893 CITY OF SAN FERNANDO	JUNE 2024		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	16,313.97 Total : 16,313.97
236251	6/17/2024	892480 CLEAN ENERGY	CEP12685867	13035	MAINT. & REPAIRS FOR CNG STATION 074-320-0000-4260	404.76 Total : 404.76
236252	6/17/2024	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC - 606 WOLFSKILL 026-2071	15,599.00 Total : 15,599.00
236253	6/17/2024	100805 COOPER HARDWARE INC.	138620	12986	MISC. SUPPLIES FOR REPAIRS AND PF 070-384-0000-4310	55.83
			138680	12986	MISC. SUPPLIES FOR REPAIRS AND PF 043-390-0000-4300	10.70
			138711	12986	MISC. SUPPLIES FOR REPAIRS AND PF 043-390-0000-4300	78.10
			138789	12986	MISC. SUPPLIES FOR REPAIRS AND PF 043-390-0000-4300	263.23
			138790	12986	MISC. SUPPLIES FOR REPAIRS AND PF 001-370-0301-4300	129.94 Total : 537.80
236254	6/17/2024	103826 COUNTY OF LOS ANGELES	NONPO		RECORDING FEE-RELEASE OF GOV. 094-155-0000-4230	20.00 Total : 20.00
236255	6/17/2024	889794 CUELLAR, JULIE	FY23/24		CIF: OFFICER APPRICATION DINNER 053-101-0107-4430 053-101-0114-4430 053-101-0103-4430	50.00 50.00 50.00

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236255	6/17/2024	889794 CUELLAR, JULIE	(Continued)		053-101-0113-4430	150.00 Total : 300.00
236256	6/17/2024	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SPECIAL EVENTS 004-2346	578.36
			REIMB.		001-422-0000-4300 BREAKFAST ITEMS-SENIOR FEST EVE 004-2346	760.96 176.00 Total : 1,515.32
236257	6/17/2024	894770 DIEGOS AUTO SALES	56-0880-03		WATER ACCT REFUND-514 GLENOAKS 070-2010	56.63 Total : 56.63
236258	6/17/2024	894697 DOLLAMUR SPORTS SURFACES	231306	13126	JIU-JITSU MATS 110-220-3622-4270	3,582.36 Total : 3,582.36
236259	6/17/2024	894778 DOUBI, TEPHANIE	842357		FACILITY RENTAL DEPOSIT REFUND 001-2220	165.00 Total : 165.00
236260	6/17/2024	890401 ENVIROGEN TECHNOLOGIES INC	0015057-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	7,814.52
			0015074-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXTI 070-384-0857-4260	3,660.30 Total : 11,474.82
236261	6/17/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800053589	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	8,555.00 Total : 8,555.00
236262	6/17/2024	894525 FFSIGNS, LLC	302	13025	SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400	19.89
			523	13025	SIGNS, DECALS, GRAPHICS AND MISC 041-1215	276.25

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236262	6/17/2024	894525 894525 FFSIGNS, LLC	(Continued)			Total : 296.14
236263	6/17/2024	894779 FLORES, FRANCISCO	BS2304223		PARTIAL REFUND-PLAN CHECK 001-2698	1,520.00 Total : 1,520.00
236264	6/17/2024	894533 FOSTER & FOSTER, INC.	27841		STUDY OF PRE-FUNDING IMPACT TO C 001-130-0000-4260	1,500.00 Total : 1,500.00
236265	6/17/2024	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER	
			209-151-4939-102990		070-384-0000-4220 MUSIC CHANNEL	57.40
			209-188-4361-031792		001-190-0000-4220 RCS PHONE LINES	53.51
			209-188-4362-031792		001-420-0000-4220 POLICE PHONE LINES	141.86
			209-188-4363-031892		001-222-0000-4220 POLICE PHONE LINES	991.89
					001-190-0000-4220 VARIOUS PHONE LINES	104.87
					070-384-0000-4220	355.53
					001-420-0000-4220	263.00
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	45.69
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	45.28
			818-837-1509-032207		PUBLIC WORKS PHONE LINE 001-190-0000-4220	45.69
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	367.90
			818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	214.12
					Total :	2,686.74
236266	6/17/2024	887249 GALLS, LLC	028026597	13066	UNIFORMS & ACCESSORIES 001-222-0000-4300	114.41 Total : 114.41

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236267	6/17/2024	892588 GARCIA, JOSE	060424		REIMB-SENIOR CLUB ACTIVITIES 004-2380	126.57 Total : 126.57
236268	6/17/2024	894008 GMU PAVEMENT ENGINEERING	65987	13091	ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600	12,646.25 Total : 12,646.25
236269	6/17/2024	101379 GRAPPLERS, INC.	27776		EQUIP. PIECES FOR SEWER 072-360-0000-4320	1,799.40 Total : 1,799.40
236270	6/17/2024	894407 GRAYBAR FINANCIAL SERVICES	16658278		VOIP MONTHLY LEASE PYMNT-JUNE 2 001-190-0000-4220 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220	944.54 944.54 404.80 404.79 Total : 2,698.67
236271	6/17/2024	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR LP PARK BINGO 004-2346 001-420-0000-4390	61.36 12.06 Total : 73.42
236272	6/17/2024	894769 GUTIERREZ, JOSE	60-0590-00		WATER ACCT REFUND-659 NEWTON 070-2010	78.46 Total : 78.46
236273	6/17/2024	101434 GUZMAN, JESUS ALBERTO	MAY 2024	13067	MMAP INSTRUCTOR 109-424-3614-4260	1,000.00 Total : 1,000.00
236274	6/17/2024	101428 H & H WHOLESALE PARTS	1CR0092867		BATTERY CORE CREDIT 041-1215	-46.31
			1IN0640109	13023	VEH. BATTERIES INCLUDING DELIVER 041-1215	427.18 Total : 380.87

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236275	6/17/2024	888647 HDL SOFTWARE, LLC	SIN038828	13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	13,787.42 Total : 13,787.42
236276	6/17/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	MAY 2024	13079	MMAP INSTRUCTOR MARIO HERNANDEZ 109-424-3614-4260	720.00 Total : 720.00
236277	6/17/2024	894775 IBARRA, SERGIO	REIMB.		MILEAGE REIMB. 001-106-0000-4370	139.90 Total : 139.90
236278	6/17/2024	893275 INTERWEST CONSULTING GROUP	190137	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	6,600.00
			343870		BUILDING INSPECTION-TARGET 001-2203	1,760.00
			366817	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	7,040.00
					001-2203	880.00
			366819	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	7,150.00
			366820		FIRE PLAN REVIEW-AFF 001-2203	540.00
			374644	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	8,415.00
			410067	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	8,140.00
			92549	12940	ON CALL BUILDING INSPECTION SERVICE 001-150-0000-4270	1,155.00 Total : 41,680.00
236279	6/17/2024	891777 IRRIGATION EXPRESS	15292349-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & MAINTENANCE 029-335-0000-4300	268.78 Total : 268.78
236280	6/17/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-50	12145	UPPER RESERVOIR REPL CONSTRUCTION MATERIALS 121-385-0716-4600	49,450.25

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236280	6/17/2024	892118 JOHN ROBINSON CONSULTING, INC.	(Continued)			Total : 49,450.25
236281	6/17/2024	894737 JOLLY BOUNCERS INC	50902	13156	CARNIVAL RIDES, GAMES & ACTIVITIES 001-1230	1,932.57 Total : 1,932.57
236282	6/17/2024	891008 JONES, KENNETH	REIMB.		MILEAGE REIMB. 001-310-0000-4370	56.95 Total : 56.95
236283	6/17/2024	894766 JOSPA PHOTOGRAPHY	001		PHOTOGRAPHER-SENIOR FEST ON 05 004-2346	1,000.00 Total : 1,000.00
236284	6/17/2024	894007 KARINA SWEEPING COMPANY	0027	13020	SWEEPING SERVICES- CITY OWNED P 029-335-0000-4260	7,440.00 Total : 7,440.00
236285	6/17/2024	894369 KHRUSTALEVA, MARINA	REIMB.		PARKING AND LUNCH-CPF CONFERENCE 001-150-0000-4370	111.31 Total : 111.31
236286	6/17/2024	102007 L.A. COUNTY SHERIFFS DEPT.	242924BL	13018	PRE-PACKAGED, PREPARED INMATE MEALS 001-225-0000-4350	375.55 Total : 375.55
236287	6/17/2024	101971 L.A. MUNICIPAL SERVICES	657-750-1000		ELECTRIC-14060 SAYRE ST 070-384-0000-4210	10,288.33 Total : 10,288.33
236288	6/17/2024	101852 LARRY & JOE'S PLUMBING	2290251-0001-02		MATERIALS FOR EMERGENCY WATER REPAIR 043-390-0000-4300	37.72 Total : 37.72
236289	6/17/2024	893218 LAZARO, ERNESTO	MAY 2024	13100	MMAP INSTRUCTOR ERNESTO LAZARO 001-424-0000-4430	140.00
				13100	109-424-3614-4260	400.00

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236289	6/17/2024	893218 893218 LAZARO, ERNESTO	(Continued)			Total : 540.00
236290	6/17/2024	101920 LIEBERT CASSIDY WHITMORE	262905		LEGAL SERVICES	449.00
			265383		001-112-0000-4270	83.00
			265385		LEGAL SERVICES	693.00
			265386		001-112-0000-4270	4,699.50
			265387		LEGAL SERVICES	231.00
			265388		001-112-0000-4270	5,478.00
			265389		LEGAL SERVICE	207.50
					001-112-0000-4270	Total : 11,841.00
236291	6/17/2024	892477 LOWES	9747-75251		INSECT CONTROL	195.81
			9747-75582		043-390-0000-4300	155.00
			9747-75612		VEHICLE MAINT-PK6820	443.59
			9747-77756		041-320-0390-4400	274.52
			9747-77791		HAND TOOLS AND SUPPLIES	207.01
			9747-95804		001-312-0000-4300	201.23
					SMALL TOOLS	Total : 1,477.16
					041-320-0000-4340	
					VEHICLE MAINT	
					041-320-0320-4400	
					MISC SUPPLIES	
					072-360-0000-4310	
236292	6/17/2024	894489 MARQUEZ, KENYA	REIMB.		MILEAGE REIMB	127.17
					001-115-0000-4370	Total : 127.17
236293	6/17/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	

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236293	6/17/2024	888242 MCI COMM SERVICE	(Continued)			38.86
					007-440-0441-4220	Total : 38.86
236294	6/17/2024	102148 METROPOLITAN WATER DISTRICT	49645	12976	DELIVERY OF TREATED WATER-LATE F	2,192.20
					070-384-0000-4450	Total : 2,192.20
236295	6/17/2024	893402 MILITARY TRIBUTE BANNERS	240101708	13149	MILITARY TRIBUTE BANNER PROGRAM	1,597.00
					017-420-1355-4300	Total : 1,597.00
236296	6/17/2024	102226 MISSION LINEN SUPPLY	521708005	13096	LAUNDRY SERVICES FOR PD	383.85
					001-225-0000-4350	Total : 383.85
236297	6/17/2024	894499 MORENO, CRISTINA	REIMB.		FOOD FOR TBC MTGS & SUPPLIES FO	148.58
					004-2391	75.00
					004-2346	38.66
					001-422-0000-4300	Total : 262.24
236298	6/17/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES	263.32
					001-225-0000-4270	Total : 263.32
236299	6/17/2024	893247 NATIONAL READY MIXED	901990	13145	CONCRETE TO R/R SIDEWALKS, APRC	1,308.32
					001-311-0000-4300	Total : 1,308.32
236300	6/17/2024	893405 NEW HORIZON	2668426		LP PHONE SERVICES-JUNE 2024	325.59
					001-420-0000-4220	Total : 325.59
236301	6/17/2024	894100 ODP BUSINESS SOLUTIONS , LLC	363212322001		OFFICE SUPPLIES	188.52
			364711412001		001-422-0000-4300	158.80
					OFFICE SUPPLIES	
					070-383-0000-4300	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236301	6/17/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 365445757001		OFFICE SUPPLIES 001-311-0000-4300	218.27
			365448303001		OFFICE SUPPLIES 070-381-0000-4300	37.94
			367590499001		OFFICE SUPPLIES 001-106-0000-4300	31.32
			367595105001		OFFICE SUPPLIES 001-106-0000-4300	216.30
			367595115001		OFFICE SUPPLIES 001-106-0000-4300	18.07
			367595116001		OFFICE SUPPLIES 001-106-0000-4300	41.16
			367595121001		OFFICE SUPPLIES 001-106-0000-4300	29.32
			367615431001		TONER 001-105-0000-4300	101.69
					001-101-0000-4300	101.70
					001-115-0000-4300	101.70
			367757257001		OFFICE SUPPLIES 001-222-0000-4300	101.87
			367757398001		OFFICE SUPPLIES 001-222-0000-4300	29.32
			367757399001		OFFICE SUPPLIES 001-222-0000-4300	64.96
			367858612001		OFFICE SUPPLIES 001-222-0000-4300	70.82
			368886150001		OFFICE SUPPLIES 004-2383	23.78
					001-422-0000-4300	120.95
			368886926001		OFFICE SUPPLIES 001-422-0000-4300	64.77
			369168703001		OFFICE SUPPLIES 001-222-0000-4300	182.44
			369412140001		OFFICE SUPPLIES 001-422-0000-4300	205.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236301	6/17/2024	894100 894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)		Total :	2,108.85
236302	6/17/2024	894123 OLIVAREZ MADRUGA LAW	24614		LEGAL SERVICES 070-110-0000-4270	754.00
					073-110-0000-4270	260.00
					001-110-0000-4270	17,952.15
			24615		LEGAL SERVICES 001-110-0000-4270	8,872.50
			24835		LEGAL SERVICES 070-110-0000-4270	26.00
					001-110-0000-4270	21,501.95
			24836		LEGAL SERVICES 001-110-0000-4270	2,538.90
					Total :	51,905.50
236303	6/17/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-171227		VEH. MAINT. AND REPAIR PARTS FOR (
			4605-171252	13008	070-383-0000-4400	17.63
			4605-171309	13008	VEH. MAINT. AND REPAIR PARTS FOR (
					070-383-0000-4400	151.36
			4605-171310	13008	VEH. MAINT. AND REPAIR PARTS FOR (
					070-383-0000-4400	-22.00
			4605-172186	13008	VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0390-4400	12.26
			4605-172205	13008	VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0228-4400	161.39
			4605-172206	13008	VEH. MAINT. AND REPAIR PARTS FOR (
					041-320-0228-4400	96.95
					041-1215	44.65
					Total :	462.24
236304	6/17/2024	894056 PACIFIC HYDROTECH CORPORATION	018		UPPER RESERVOIR REPLACEMENT PI	
				12642	070-385-0716-4600	118,662.89
					070-2037	-5,933.15
					Total :	112,729.74
236305	6/17/2024	892360 PARKING COMPANY OF AMERICA	inv0005561		SHUTTLE SERVICE-SENIOR FEST EVE	

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236305	6/17/2024	892360 PARKING COMPANY OF AMERICA	(Continued)		004-2346	412.50
					Total :	412.50
236306	6/17/2024	894767 PLASCENCIA, KARINA	60-2240-04		WATER ACCT REFUND-428 N MACLAY 070-2010	37.65
					Total :	37.65
236307	6/17/2024	893933 PORTA-STOR	424704		MCB STORAGE BIN RENTAL 017-420-1330-4260	82.00
					Total :	82.00
236308	6/17/2024	102688 PROFESSIONAL PRINTING CENTERS	22314		POSTCARDS-SENIOR FEST EVENT 004-2346	266.81
			22399		PRE-PRINTED FORMS & ENVELOPES 070-382-0000-4300	1,322.99
				13060	072-360-0000-4300	1,323.01
				13060		
					Total :	2,912.81
236309	6/17/2024	894306 QUENCH USA, INC.	INV07481478		DRINKING WATER 001-222-0000-4300	109.15
					Total :	109.15
236310	6/17/2024	894768 RAZO, JAMES	35-0990-13		WATER ACCT REFUND-1314 CORONEL 070-2010	98.82
					Total :	98.82
236311	6/17/2024	890519 RUIZ, CHARLES	39-1185-06		WATER ACCT REFUND-1342 KEWEN (1 070-2010	13.86
					Total :	13.86
236312	6/17/2024	102988 SAFETY-KLEEN SYSTEMS INC.	91541168		OIL DRUM PICKUP 072-360-0000-4260	65.04
					Total :	65.04
236313	6/17/2024	892856 SALAS, JUAN	REIMB.		FOOD FOR TBC MONTHLY MTGS & ME 004-2391 004-2385	147.21 644.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236313	6/17/2024	892856 SALAS, JUAN	(Continued)		001-422-0000-4300	41.71
					Total :	833.33
236314	6/17/2024	103057 SAN FERNANDO VALLEY SUN	12267		2ND READING-DISCONTINUATION OF I 001-115-0000-4230	87.75
			12269		PUBLIC HEARING NOTICE-LLAD FY24- 001-115-0000-4230	388.13
			12270		PH NOTICE-PROHIBIT ENCAMPMENT 001-115-0000-4230	101.25
			12274		NIB-CITYWIDE TRAFFIC SIGNAL 001-115-0000-4230	101.25
					Total :	678.38
236315	6/17/2024	894734 SAVOR THE BAND	022424	13162	MUSIC ENTERTAINMENT FOR THE 4TH 001-1230	3,000.00
					Total :	3,000.00
236316	6/17/2024	892467 SELAYA, MARCO	844270		REFUND-BBALL COACH'S TRAINING 017-3770-1328	20.00
					Total :	20.00
236317	6/17/2024	894532 SIRCHIE ACQUISITION COMPANY LL	0625470-IN		EVIDENCE SUPPLIES-POLYESTER POI 001-222-0000-4300	458.07
					Total :	458.07
236318	6/17/2024	103184 SMART & FINAL	0048		SUPPLIES-SENIOR FEST EVENT 001-422-0000-4300	43.98
			0179		REFRESHMENTS-SFPD OPEN HOUSE 001-222-0000-4300	262.25
			0367		COFFEE & TEA-PARK AVE BINGO 004-2382	30.05
			0368		SUPPLIES FOR SENIOR LUNCH PROG 004-2346	103.28
			0470		CALLE VERDES EVENT 001-310-0000-4300	74.52
					Total :	514.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236319	6/17/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210 029-335-0000-4210 070-384-0000-4210 074-320-0000-4210 043-390-0000-4210	12,245.01 3,388.75 17,011.55 6,739.69 5,644.61 Total : 45,029.61
236320	6/17/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	10,344.31 Total : 10,344.31
236321	6/17/2024	894649 STERLING ADMINISTRATION	780960		FSA FUNDING CONTRIBUTION 004-2365	558.75 Total : 558.75
236322	6/17/2024	888621 SWRCB	A00009		REFUND-EXTENDED WATER & WASTE 110-3686-3671	59,541.20 Total : 59,541.20
236323	6/17/2024	890898 TETRA MECHANICAL SERVICE INC	11086	13033	ROUTINE MAINT & EMERGENCY A/C R 043-390-0000-4260	811.65 Total : 811.65
236324	6/17/2024	101528 THE HOME DEPOT CRC	1011825 1103669 1231497 1394223 2011670 2096135 3362266		SMALL TOOLS 072-360-0000-4340 MISC SUPPLIES 070-383-0000-4310 ITEM RETURNED 070-383-0000-4310 GRAFFITI SUPPLIES 001-312-0000-4300 MISC SUPPLIES 072-360-0000-4340 MISC SUPPLIES 001-370-0000-4300 SMALL TOOLS	500.23 55.10 -99.19 2,423.31 119.71 310.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236324	6/17/2024	101528 THE HOME DEPOT CRC	(Continued)		041-320-0000-4340 MISC SUPPLIES 027-344-0000-4300 SMALL TOOLS 043-390-0000-4340 SMALL TOOLS 072-360-0000-4340 HAMMERS & LEVELS 041-320-0000-4340 MISC SUPPLIES 070-383-0000-4310 SMALL TOOLS FOR SEWER SPILL CLE. 072-360-0000-4340 ABSORBENT FOR SEWER SPILLS 072-360-0000-4300 MISC SUPPLIES 070-383-0000-4310 SMALL TOOLS 041-320-0000-4340 MISC ITEMS 041-320-0000-4320 INVERTER, CLAMP MTR, TESTER & 041-320-0000-4340 MISC SUPPLIES 070-383-0000-4310 GRAFITTI SUPPLIES & TOOLS 001-312-0000-4300 MISC SUPPLIES 072-360-0000-4300 HAND TOOLS & SUPPLIES 072-360-0000-4300	718.68 457.14 701.16 877.59 236.87 12.35 1,847.96 942.64 329.65 190.50 49.58 854.34 198.41 2,188.57 1,223.87 712.05 Total : 14,850.82
236325	6/17/2024	894052 THE LANGUAGE PROS, INC.	1758 1768	12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI	810.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236325	6/17/2024	894052 THE LANGUAGE PROS, INC.	(Continued)	12998	001-101-0000-4270	810.00
					Total :	1,620.00
236326	6/17/2024	890833 THOMSON REUTERS	850238950		DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	304.21
					Total :	304.21
236327	6/17/2024	893504 TOWN HALL STREAMS, LLC	15716		JUNE STREAMING SERVICES 001-115-0000-4260	175.00
					Total :	175.00
236328	6/17/2024	894459 TRUJILLO, AVELINA	43-1040-02		WATER ACCT REFUND-545 N MEYER 070-2010	3,000.00
					Total :	3,000.00
236329	6/17/2024	889069 U.S. BANK NATIONAL ASSOCIATION	256641		2021A BOND-INTEREST PAYMENT-JULY 018-1018	350,759.59
					Total :	350,759.59
236330	6/17/2024	889069 U.S. BANK NATIONAL ASSOCIATION	2576643		2021B BOND-INTEREST PAYMENT-JULY 070-1018 072-1018	41,131.07 15,212.86
					Total :	56,343.93
236331	6/17/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00
					Total :	1,500.00
236332	6/17/2024	103463 U.S. POSTMASTER	JUNE 2024		POSTAGE-JUNE UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	666.87 666.86
					Total :	1,333.73
236333	6/17/2024	887939 ULINE SHIPPING SUPPLIES	178978373	13084	SHELVING, WORK PLATFORM STEPS 001-222-0000-4300	400.87
					Total :	400.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236334	6/17/2024	103445 UNDERGROUND SERVICE ALERT	23-2425979		CA STATE FEE REGULATORY COSTS 070-381-0000-4260	40.64
			520240698		(110) SNF01 NEW TICKET CHARGES 070-381-0000-4260	202.50
					Total :	243.14
236335	6/17/2024	893167 UNITED MAINTENANCE SYSTEMS	15780	13028	JANITORIAL SERVICES FOR CITY FACI 043-390-0000-4260	19,000.00
					Total :	19,000.00
236336	6/17/2024	892612 URBAN FUTURES, INC	CD-2023-071	13175	CONTINUING DISCLOSURE & COMPLIANCE 012-190-0000-4265	700.00
				13175	070-385-0806-4270	1,091.00
				13175	070-180-0000-4265	730.00
				13175	072-180-0000-4265	270.00
				13175	018-190-0000-4265	1,000.00
					Total :	3,791.00
236337	6/17/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_05/09-06/08/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	770.00
			COSF_05/1-05/31/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	540.00
					Total :	1,310.00
236338	6/17/2024	893647 VALEO NETWORKS	28159-CM		JANUARY VEEAM OVERPAYMENT 001-135-0000-4260	-721.07
			29824	13038	IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270	10,591.67
			29825	13038	VEEAM CLOUD CONNECTION-MAY 202 001-135-0000-4260	836.70
					Total :	10,707.30
236339	6/17/2024	893647 VALEO NETWORKS	29865	13038	VEEAM CLOUD CONNECTION-JUNE 20 001-135-0000-4260	836.70
			29866	13038	IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270	10,591.67
					Total :	11,428.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236340	6/17/2024	100101 VERIZON WIRELESS-LA	9964770510		VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	49.15
					001-222-0000-4220	76.02
					001-152-0000-4220	180.08
					001-420-0000-4220	40.01
					028-155-0000-4300	40.01
					043-390-0000-4310	253.35
					070-384-0000-4220	449.98
					072-360-0000-4220	102.60
			9965074840		PD CELL PHONE PLANS	
					001-222-0000-4220	648.43
			9965086517		CITY YARD STANDBY PHONE PLAN	
					072-360-0000-4220	36.17
					Total :	1,875.80
236341	6/17/2024	890970 WEX BANK	97363863		FUEL FOR CITY FLEET	
					041-320-0152-4402	158.46
					041-320-0221-4402	951.89
					041-320-0222-4402	938.74
					041-320-0225-4402	4,805.16
					041-320-0228-4402	890.16
					041-320-0311-4402	2,098.67
					041-320-0320-4402	331.65
					041-320-0370-4402	1,089.03
					041-320-0390-4402	2,363.82
					029-335-0000-4402	179.25
					070-381-0000-4402	69.94
					070-382-0000-4402	312.56
					070-383-0000-4402	1,513.84
					070-384-0000-4402	470.62
					072-360-0000-4402	421.79
					041-320-0224-4402	909.45
					Total :	17,505.03
236342	6/17/2024	891531 WILLDAN ENGINEERING	00339126		NPDES CONSULTING SERVICES	
			00627780	13011	023-311-0000-4270	2,596.25
					TRAFFIC SIGNAL SYNCHRONIZATION I	

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236342	6/17/2024	891531 WILLDAN ENGINEERING	(Continued)			
				12941	024-371-0510-4600	486.00
					Total :	3,082.25
236343	6/17/2024	889491 WILLDAN FINANCIAL SERVICES	010-58601		COST ALLOCATION PLAN & USER FEE	
			010-58641	13138	001-190-0000-4270	750.00
				13138	COST ALLOCATION PLAN & USER FEE	
					001-130-0000-4270	1,335.00
					Total :	2,085.00
236344	6/17/2024	894399 ZIYALOV,ART	REIMB.		MILEAGE REIMB.	
			REIMB.		001-130-0000-4370	184.92
					MILEAGE REIMB	
					001-130-0000-4370	84.42
					Total :	269.34
119 Vouchers for bank code : bank3						Bank total :
119 Vouchers in this report						1,106,399.15
						Total vouchers :
						1,106,399.15

Voucher Registers are not final until approved by Council.

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RESOLUTION NO. 24-071

**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. 24-071**

**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 18th day of March, 2024.

Celeste T. Rodriguez, Mayor of the
City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 24-071, 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 1st day of June, 2024, 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 June, 2024.

Julia Fritz, City Clerk

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236348	7/1/2024	894194 4LEAF, INC	J4231C	13173	DEVELOPMENT OF STANDARD OPERA 001-150-0000-4270	2,640.00 Total : 2,640.00
236349	7/1/2024	893777 ADLERHORST INTERNATIONAL LLC	121382		ANNUAL BILLING-K9 ONSITE MNTHLY 001-225-0000-4360	2,900.00 Total : 2,900.00
236350	7/1/2024	888356 ADVANCED AUTO REPAIR	1663	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0390-4400	198.00 Total : 198.00
236351	7/1/2024	889043 ALADIN JUMPERS	13406	13051 13051 13051	DELIVERY & INSTALL OF DANCE FLOC 017-420-1330-4300 026-420-0887-4300 017-420-1330-4300	23.10 1,175.00 115.90 Total : 1,314.00
236352	7/1/2024	892271 ALL STAR ELITE SPORTS	4308	12982 12982 12982 12982	SPORTS UNIFORMS & STAFF UNIFORM 001-423-0000-4300 001-420-0000-4300 SPORTS UNIFORMS & STAFF UNIFORM 017-420-1328-4300 017-420-1330-4300	437.78 722.76 2,155.40 361.81 Total : 3,677.75
236353	7/1/2024	100184 ANDERSON TROPHY CO.	723429 723505 723569	12973 12973 12973	SPORTS TROPHY PURCHASE 017-420-1330-4300 SPORTS TROPHY PURCHASE 017-420-1330-4300 SPORTS TROPHY PURCHASE 017-420-1330-4300 017-420-1334-4300	1,527.53 284.15 45.72 106.27 Total : 1,963.67
236354	7/1/2024	893887 ANTHEM SPORTS	399557		EQUIPMENT FOR RECREATION SPORT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236354	7/1/2024	893887 ANTHEM SPORTS	(Continued)	12983 12983	001-423-0000-4300 017-420-1330-4300	133.98 224.07 Total : 358.05
236355	7/1/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-MAY 2024 001-222-0000-4220	255.24 Total : 255.24
236356	7/1/2024	889037 AT&T MOBILITY	287277903027X0608202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	138.69 Total : 138.69
236357	7/1/2024	892412 AT&T MOBILITY	287297930559X0610202		MDT MODEMS-PD UNITS-MAY 2024 001-222-0000-4220	1,024.78 Total : 1,024.78
236358	7/1/2024	889942 ATHENS SERVICES	17055399	13046	CITY STREET SWEEPING SERVICES-JI 011-311-0000-4260	17,443.40 Total : 17,443.40
236359	7/1/2024	893013 AYSON, LEILANI	JUNE 2024	12952	INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260	332.50 Total : 332.50
236360	7/1/2024	889913 BALLIN, SYLVIA	APRIL 2024 JUNE 2024		COMMISSIONER'S STIPEND 001-150-0000-4111 COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 100.00 Total : 200.00
236361	7/1/2024	892784 BARAJAS, MARIA BERENICE	JUNE 2024	12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260	812.00 Total : 812.00
236362	7/1/2024	892426 BEARCOM	5737888	13001 13001	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260 070-385-0000-4260	9,700.42 1,034.70

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236362	7/1/2024	892426 BEARCOM	(Continued)			
				13001	072-360-0000-4260	905.37
				13001	043-390-0000-4260	1,293.36
					Total :	12,933.85
236363	7/1/2024	888600 BEHAVIORAL ANALYSIS TRAINING	IV00780		INVESTIGATIVE INTERVIEW & INTERRUPT	
					001-224-0000-4360	575.00
					Total :	575.00
236364	7/1/2024	893591 BIOMEDICAL WASTE DISPOSAL	139487		BIOMEDICAL WASTE PICK UP & DISPOSAL	
					001-222-0000-4260	110.00
					Total :	110.00
236365	7/1/2024	889345 BSN SPORTS LLC	925845717		EQUIPMENT FOR RECREATION SPORTS	
				12985	017-420-1328-4300	158.63
					Total :	158.63
236366	7/1/2024	888800 BUSINESS CARD	060324		VINYL STICKERS FOR K9 PROGRAM	
			060724		001-225-0000-4270	119.00
			061024		AIRFARE-SLI TRAINING IN FOLSOM ON	
			061024		001-225-0000-4360	320.70
			061224		AED PADS & BATTERY	
			061224		001-222-0000-4300	638.35
			061224		FANS	
			061324		001-422-0000-4300	663.12
			061324		004-2384	439.73
			061324		JOB POSTING-ASSISTANT TO THE CITY	
			061324		001-106-0000-4230	300.00
			061324		JOB POSTING-ASSISTANT TO THE CITY	
			061424		001-106-0000-4230	240.00
			061424		TOWELS-GYM FLOOR CLEANING	
			061424		001-423-0000-4300	313.10
			061424		(2) CC BUS-DISCOVERY CUBE	
			061424		007-440-0443-4260	1,654.87
			061424		WEBINAR-MANAGING CHAOS & PRESENTATION	
			061424		001-155-0000-4370	149.00
			061424		GYM FLOOR CLEANER	

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236366	7/1/2024	888800 BUSINESS CARD	(Continued)			
			061424		001-423-0000-4300	125.70
			061424		JOB POSTING-ASSISTANT TO THE CITY	
			061424		001-106-0000-4230	75.00
			061424		AIRFARE-SLI TRAINING IN FOLSOM ON	
			061424		001-225-0000-4360	269.97
			061424-1		LUNCH & LEARN TRAINING-ERP REPLACEMENT	
			061424-1		001-130-0000-4370	110.19
			061424-2		LODGING-NALEO CONFERENCE	
			061424-2		001-101-0113-4370	592.98
			061424-2		LODGING-NALEO CONFERENCE	
			061424-2		001-101-0107-4370	592.98
			061424-3		LODGING-NALEO CONFERENCE	
			061424-3		001-101-0104-4370	742.88
			061724		(3) REMARKABLE WRITING BOOKS	
			061724		001-222-0000-4300	1,803.49
			061824-1		REFUND	
			061824-1		001-115-0000-4300	-30.10
			061824-2		OFFICE SUPPLIES	
			061824-2		001-115-0000-4300	41.88
			061824-3		OFFICE SUPPLIES	
			061824-3		001-115-0000-4300	31.06
			061924		ANNUAL MEMBERSHIP DUES	
			061924		001-130-0000-4370	225.00
			061924		(4) ERGONOMIC DESK CHAIRS	
			061924		028-155-0000-4300	604.13
			062024		OFFICE SUPPLIES	
			062024		001-115-0000-4300	60.95
					Total :	10,083.98
236367	7/1/2024	892464 CANON FINANCIAL SERVICES, INC	32911810		LEASE FOR MULTIFUNCTIONAL COPIER	
				12948	001-135-0000-4260	2,005.79
					Total :	2,005.79
236368	7/1/2024	892465 CANON SOLUTIONS AMERICA, INC.	6008235082		MAINT. FOR MULTIFUNCTIONAL COPIER	
			6008257799		001-135-0000-4260	30.47
				12949	MAINT. FOR MULTIFUNCTIONAL COPIER	

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236368	7/1/2024	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)	12949	001-135-0000-4260	343.32
					Total :	373.79
236369	7/1/2024	893932 CARDENAS, JUAN	115		ENTERTAINMENT-FATHER'S DAY DANC 004-2346	1,100.00
					Total :	1,100.00
236370	7/1/2024	894600 CARGILL, INCORPORATED	2909609488	13088	NSF CERTIFIED BULK SALT FOR THE H 070-384-0857-4260	6,135.35
					Total :	6,135.35
236371	7/1/2024	103948 CDW GOVERNMENT, INC.	RL41971	13160	MULTI-FUNCTION PRINTER 001-310-0000-4310 001-310-0000-4310	941.15 96.47
					Total :	1,037.62
236372	7/1/2024	894010 CHARTER COMMUNICATIONS	0283057060524 10328050524		LP PARK-CABLE 06/05-07/04 001-420-0000-4260 CITY HALL CABLE-06/05/24-07/04/24 001-190-0000-4220	279.33 191.43
					Total :	470.76
236373	7/1/2024	103029 CITY OF SAN FERNANDO	6340-6355		REIMB. TO WORKER'S COMP ACCT 006-1038	7,008.33
					Total :	7,008.33
236374	7/1/2024	894077 CIVICPLUS, LLC	302804		ANNUAL MUNICODE FULL SRVS 001-115-0000-4260	2,773.00
					Total :	2,773.00
236375	7/1/2024	893824 COMPLETE OFFICE	4153662-0 4153662-1 4156191-0	13042 13042 13042	DEPARTMENT SUPPLIES 001-222-0000-4300 DEPARTMENT SUPPLIES 001-222-0000-4300 DEPARTMENT SUPPLIES 001-222-0000-4300	116.00 116.00 1,092.21

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236375	7/1/2024	893824 893824 COMPLETE OFFICE	(Continued)			Total : 1,324.21
236376	7/1/2024	889794 CUELLAR, JULIE	JUNE 2024 MAY 2024		COMMISSIONER'S STIPEND 001-310-0000-4111 COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 100.00
					Total :	200.00
236377	7/1/2024	100939 DEPART OF ALCOHOLIC BEVERAGE	REGISTRATION		APP TRAINING CONFERENCE ON 07/0 001-224-0000-4360	650.00 650.00
					Total :	650.00
236378	7/1/2024	103851 EVERSOF, INC.	R2470799		WATER SOFTNER RENTAL-WELL4A 070-384-0000-4260	240.24 240.24
					Total :	240.24
236379	7/1/2024	893800 FAJARDO, JOANNE	MAY 2024	13108	ZUMBA AND CHAIR ZUMBA CLASSES F 017-420-1322-4260	445.00
					Total :	445.00
236380	7/1/2024	894525 FFSIGNS, LLC	6638 6650 6671	13025 13025 13025	SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400 SIGNS, DECALS, GRAPHICS AND MISC 041-320-0225-4400 SIGNS, DECALS, GRAPHICS AND MISC 041-1215	320.45 314.92 248.62
					Total :	883.99
236381	7/1/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-150-5250-081292 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER 001-222-0000-4220	541.74 43.23 53.51 43.23 43.23

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236381	7/1/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-361-0901-051499		SEWER FLOW MONITORING 072-360-0000-4220	75.05
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	627.88
			818-361-3958-091407		CNG STATION 074-320-0000-4220	57.01
			818-365-0007-060223		EOC PHONE LINES 001-222-0000-4220	451.26
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	58.62
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	45.28
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	46.47
					Total :	2,086.51
236382	7/1/2024	893953 GALE, PAUL JOHN	JUNE 2024	12960	SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260	283.50
					Total :	283.50
236383	7/1/2024	894054 GLORY DAYS SERVICES INC	33797		PICTURES-MCB PROGRAM 017-420-1330-4260	1,085.63
					Total :	1,085.63
236384	7/1/2024	894784 GOMEZ, JUANA	843126		FACILITY RENTAL DEP REFUND 001-2220	165.00
					Total :	165.00
236385	7/1/2024	894783 GONZALES, MARK	843921		FACILITY RENTAL DEP REFUND 001-2220	165.00
					Total :	165.00
236386	7/1/2024	894661 GRACIE GLOBAL LLC	INV-GST-000498	13111	JIU-JITSU INSTRUCTOR TRAINING 110-220-3622-4270	1,500.00
					Total :	1,500.00

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236387	7/1/2024	101512 HDL, COREN & CONE	SIN038227	13039	CONTRACT SERVICES - PROPERTY TA 001-130-0000-4270	1,845.68
					Total :	1,845.68
236388	7/1/2024	890594 HEALTH AND HUMAN RESOURCE	E0320964		EAP-JULY 2024 001-106-0000-4260	250.90
					Total :	250.90
236389	7/1/2024	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN039133	13040	CONTRACT SERVICES - SALES & TRA 001-130-0000-4270	2,135.17
					Total :	2,135.17
236390	7/1/2024	894765 INNOVATIVE MAINTENANCE	70896		VEHICLE MAINT PROGRAM 041-320-0000-4260	1,200.00
					Total :	1,200.00
236391	7/1/2024	894750 J & B LANDSCAPING INC	13554	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	2,750.00
			135801	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	1,150.00
			135802	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	5,750.00
			135803	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	1,100.00
			135876	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	4,165.00
			135877	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	900.00
			135878	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	1,365.00
			135888	13169	NEIGHBORHOOD CLEAN-UP PROGRA 026-152-0561-4260	4,070.00
					Total :	21,250.00
236392	7/1/2024	894144 JIMENEZ, DAVID	MAY 2024	13099	FITNESS CLASSES FOR SENIORS 017-420-1322-4260	126.00
					Total :	126.00

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236393	7/1/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320-008-UPDATED		A LAND & OPEN SPACE INVENTORY S1	
				13075	010-420-0516-4600	26,911.17
				13075	121-420-3689-4270	3,600.00
					Total :	30,511.17
236394	7/1/2024	101990 L.A. COUNTY METROPOLITAN	6022652		TAP CARDS-APRIL 2024	
					007-440-0441-4260	76.80
			6022708		TAP CARDS-MAY 2024	
					007-440-0441-4260	38.40
					Total :	115.20
236395	7/1/2024	101971 L.A. MUNICIPAL SERVICES	500-750-1000		ELECTRIC-13655 FOOTHILL BLVD	
					070-384-0000-4210	104.50
					Total :	104.50
236396	7/1/2024	101920 LIEBERT CASSIDY WHITMORE	266643		LEGAL SERVICES	
			267117		001-112-0000-4270	198.00
			267198		LEGAL SERVICES	
					001-112-0000-4270	970.00
			267511		LEGAL SERVICES	
					001-112-0000-4270	1,175.50
			267613		LEGAL SERVICES	
					001-112-0000-4270	2,410.00
			267754		LEGAL SERVICES	
					001-112-0000-4270	3,150.00
					Total :	4,606.50
					Total :	12,510.00
236397	7/1/2024	891080 LOPEZ, PATTY	MAY 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	100.00
236398	7/1/2024	101974 LOS ANGELES COUNTY	MAY 2024		ANIMAL CARE & CONTROL SERVICES	
				13019	001-190-0000-4260	7,799.16
					Total :	7,799.16

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236399	7/1/2024	892477 LOWES	9754-79923		PRESSURE RELIEF VALVE-WELL 7A	
					070-384-0000-4300	31.14
					Total :	31.14
236400	7/1/2024	890480 MARTINEZ, CECILIA	APRIL 2024		COMMISSIONER'S STIPEND	
			JUNE 2024		001-150-0000-4111	100.00
					COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	200.00
236401	7/1/2024	888254 MCCALLA COMPANY	127771		DISPOSABLE GLOVES	
				13037	001-222-0000-4300	396.00
					Total :	396.00
236402	7/1/2024	894210 MELTON, ERICA D.	REIMB.		TRAINING-CITYWIDE ERP LUNCH & LE	
					001-130-0000-4370	127.65
					Total :	127.65
236403	7/1/2024	894220 MELTON, ERICA D.	191-193		L P SENIOR PETTY CASH REIMB.	
					004-2380	85.09
					Total :	85.09
236404	7/1/2024	894221 MELTON, ERICA D.	41-47		PETTY CASH REIMBURSEMENT	
					001-106-0000-4300	128.32
					001-222-0000-4300	44.00
					070-383-0000-4310	38.06
					Total :	210.38
236405	7/1/2024	102226 MISSION LINEN SUPPLY	521746410		LAUNDRY SERVICES FOR PD	
			521789266	13096	001-225-0000-4350	383.85
				13096	LAUNDRY SERVICES FOR PD	
					001-225-0000-4350	383.85
					Total :	767.70
236406	7/1/2024	893343 MOHR, NICOLE	JUNE 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00

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236407	7/1/2024	894785 MONTANEZ, MIGUEL	JUNE 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
236408	7/1/2024	893934 MORA, JUAN LUIS	MAY 2024	12954	CONSULTANT FOR BASEBALL INSTRU 017-420-1330-4260	1,418.00 Total : 1,418.00
236409	7/1/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	206.46 Total : 206.46
236410	7/1/2024	892916 NADA BUS INC	51590	13021	BUS TRANSPORTATION FOR (3) SENIC 007-440-0443-4260	1,150.00
			51688	13021	BUS TRANSPORTATION FOR (3) SENIC 007-440-0443-4260	1,228.00
			51993	13021	BUS TRANSPORTATION FOR (3) SENIC 007-440-0443-4260	2,065.00 Total : 4,443.00
236411	7/1/2024	893348 NCSI	45905		BACKGROUND CHECKS-YOUTH BASKI 017-420-1328-4260	166.50 Total : 166.50
236412	7/1/2024	894645 NINJA NINJA	APRIL-JUNE 2024	13098	INTRODUCTION TO MARTIAL ARTS CL 026-420-0887-4260	45.00
				13098	017-420-1332-4260	685.00 Total : 730.00
236413	7/1/2024	102423 OCCU-MED, INC.	0624901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	1,970.70 Total : 1,970.70
236414	7/1/2024	894100 ODP BUSINESS SOLUTIONS , LLC	367682980001		OFFICE SUPPLIES 001-130-0000-4300	64.98
			367756910001		OFFICE SUPPLIES 001-140-0000-4300	50.59
			367764361001		HP TONERS & OFFICE SUPPLIES	

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236414	7/1/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)		001-140-0000-4300	1,543.66
			367839413001		OFFICE SUPPLIES	
			369310105001		001-222-0000-4300	288.24
			369379459001		OFFICE SUPPLIES	
			369379459001		001-130-0000-4300	129.67
			369388428001		OFFICE SUPPLIES	
			369388428001		001-420-0000-4300	250.19
			369477144001		OFFICE SUPPLIES	
			369477144001		001-420-0000-4300	57.65
			370349861001		OFFICE SUPPLIES	
			370349861001		001-222-0000-4300	99.25
			370454845001		SCANNER	
			370454845001		001-222-0000-4300	1,984.41
			370618996001		OFFICE SUPPLIES	
			370618996001		001-420-0000-4300	68.31
			371342868001		OFFICE SUPPLIES	
			371342868001		001-222-0000-4300	94.14
			371952893001		OFFICE SUPPLIES	
			371952893001		001-115-0000-4300	65.84
			372067090001		OFFICE SUPPLIES	
			372067090001		001-130-0000-4300	407.62
					001-106-0000-4300	57.65 Total : 5,162.20
236415	7/1/2024	894631 OSMININA, ZHANNA	JUNE 2024	13092	ACADEMIC DRAWING INSTRUCTOR 017-420-1343-4260	180.00 Total : 180.00
236416	7/1/2024	890324 PEREZ MONTELONGO, JUAN	062024	12956	REFEREE & SCOREKEEPER SERVICE 017-420-1328-4260	2,224.00 Total : 2,224.00
236417	7/1/2024	102688 PROFESSIONAL PRINTING CENTERS	22378		MWD WORKSHOP FLYERS 001-150-0000-4230	252.47

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236417	7/1/2024	102688 102688 PROFESSIONAL PRINTING CENTERS	(Continued)			Total : 252.47
236418	7/1/2024	888957 PROGRESSIVE SOLUTIONS INC.	4028	13158	IMPLEMENTATION OF AN INTERFACE F 001-130-0000-4260	1,400.00 Total : 1,400.00
236419	7/1/2024	890004 PTS	212231135		PD PAY PHONE-JULY 2024 001-190-0000-4220	105.60 Total : 105.60
236420	7/1/2024	102738 QUINTERO ESCAMILLA, VIOLETA	JUNE 2024	12957	SENIOR MUSIC CLASS INSTRUCTOR 026-420-0887-4260	800.00 Total : 800.00
236421	7/1/2024	894408 RINCON CONSULTANTS INC	55535	13170	SAN FERNANDO ALCOHOL CODE UPD. 001-150-0000-4270	8,165.25 Total : 8,165.25
236422	7/1/2024	894628 RIVAS, SEAN MICHAEL	APRIL 2024 JUNE 2024		COMMISSIONER'S STIPEND 001-150-0000-4111 COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 100.00 Total : 200.00
236423	7/1/2024	892300 RJM DESIGN GROUP, INC	36464	12925	DESIGN FOR LP PARK REVITALIZATION 010-422-0156-4600	9,382.41 Total : 9,382.41
236424	7/1/2024	894534 RODRIGUEZ, ZOE	JUNE 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00 Total : 100.00
236425	7/1/2024	102929 ROYAL PAPER CORPORATION	5390471	12990 12990 12990 12990	FACILITY CLEANING SUPPLIES 001-420-0000-4300 001-422-0000-4300 001-423-0000-4300 001-424-0000-4300	99.77 99.77 99.77 12.43

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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
236425	7/1/2024	102929 102929 ROYAL PAPER CORPORATION	(Continued)			Total : 311.74
236426	7/1/2024	892856 SALAS, JUAN	REIMB.		MEMORIAL DAY FOOD PREP & COOKIN 004-2346	600.00 Total : 600.00
236427	7/1/2024	894782 SALCEDO, JULIO	REIMB.		WELLNESS BENEFIT REIMB. FY23/24 001-420-0000-4140	335.88 Total : 335.88
236428	7/1/2024	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		2024 EXCON COMPETITION 001-226-0000-4370	2,090.00 Total : 2,090.00
236429	7/1/2024	103057 SAN FERNANDO VALLEY SUN	12271 12275 12282 12283 12290 12291		RFP-RESIDENTIAL PARKING PROG 001-310-0000-4270 RFP-RESIDENTIAL PARKING PROG 001-310-0000-4270 NIB-CITYWIDE TRAFFIC SIGNAL SYNC 001-115-0000-4230 RFP-COMPREHENSICE HOMELESS SE 001-115-0000-4230 NIB-FOG SEAL COATING & STRIPING C 001-115-0000-4230 RFP-EXTERIOR PAINTING OF SAN FER 001-115-0000-4230	70.88 70.88 101.25 77.63 135.00 67.50 Total : 523.14
236430	7/1/2024	894125 SANCHEZ, NATASHA	MAY 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
236431	7/1/2024	893265 SAUCEDO, LUIS	1622988		FACILITY RENTAL DEP REFUND 001-2220	150.00 Total : 150.00
236432	7/1/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22874		PLAN CHECK CONSULTANT 001-2698	3,887.36

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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
236432	7/1/2024	102967 102967 SCOTT FAZEKAS & ASSOCIATES INC	(Continued)			Total : 3,887.36
236433	7/1/2024	894532 SIRCHIE ACQUISITION COMPANY LL	0625470-IN		EVIDENCE SUPPLIES 001-222-0000-4300	76.46 Total : 76.46
236434	7/1/2024	103184 SMART & FINAL	0130 0144 0210 0211 0360 0382		REFRESHMENTS-FATHER'S DAY DAN 004-2346 CALLES VERDES EVENT 001-310-0000-4300 SPRAY BOTTLES 004-2346 REFRESHMENTS-SENIOR CLUB DANC 004-2380 CALLES VERDES EVENT 001-310-0000-4300 DAY CAMP SUPPLIES 017-420-1399-4300	81.34 82.52 6.58 262.94 70.52 129.00 Total : 632.90
236435	7/1/2024	894436 SOLORIO, FRANCISCO JAVIER	APRIL 2024 JUNE 2024		COMMISSIONER'S STIPEND 001-150-0000-4111 COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 100.00 Total : 200.00
236436	7/1/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	700360580265 700363532503 700577150347 700826276457		ELECTRIC-910 FIRST ST 043-390-0000-4210 ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210 ELECTRIC-190 PARK 027-344-0000-4210 ELECTRIC-799 JESSIE 043-390-0000-4210	6,019.11 6,283.40 1,006.86 49.44 Total : 13,358.81
236437	7/1/2024	894311 SPECTRUMVOIP	367290		CITYWIDE LONG DISTANCE VOIP	

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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
236437	7/1/2024	894311 SPECTRUMVOIP	(Continued)		001-190-0000-4220	191.80 Total : 191.80
236438	7/1/2024	103251 STANLEY PEST CONTROL	1744221 1744222 1744737 1744912 1744955 1744957 1744973	13070 13070 13070 13070 13070 13070 13070	INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330 INTERIOR/EXTERIOR PEST EXTERMIN 043-390-0000-4330	62.00 55.00 135.00 95.00 85.00 85.00 94.00 Total : 611.00
236439	7/1/2024	894275 STAPLES, INC.	6004369537		OFFICE SUPPLIES 001-130-0000-4300	104.21 Total : 104.21
236440	7/1/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 740051			FINGERPRINTS-MAY 2024 001-106-0000-4270	96.00 Total : 96.00
236441	7/1/2024	894130 SUNBURST UNIFORMS	1963 1964 1996 2058 2059	13043 13043 13043 13043	UNIFORMS & ACCESSORIES 001-222-0000-4300 UNIFORMS & ACCESSORIES 001-222-0000-4300 UNIFORMS & ACCESSORIES 001-222-0000-4300 UNIFORMS & ACCESSORIES 001-222-0000-4300	557.78 912.00 895.58 995.38

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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
236441	7/1/2024	894130 SUNBURST UNIFORMS	(Continued)	13043	001-222-0000-4300	586.30
					Total :	3,947.04
236442	7/1/2024	893955 TALLEY, BRIDGET LAINE	MAY 2024		CHAIR YOGA INSTRUCTOR 017-420-1321-4260	105.00
					Total :	105.00
236443	7/1/2024	893061 TAPIA, FREDDY	REIMB.		MILEAGE REIMB. 001-420-0000-4390	19.03
					Total :	19.03
236444	7/1/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	48.32
			084-220-3249-3		GAS-505 S HUNTINGTON	33.52
			088-520-6400-8		GAS-117 N MACNEIL	153.12
			090-620-6400-2		GAS-120 N MACNEIL	4.70
					070-381-0000-4210	4.70
					072-360-0000-4210	9.39
			143-287-8131-6		GAS-208 PARK	62.40
					043-390-0000-4210	316.15
					Total :	316.15
236445	7/1/2024	101528 THE HOME DEPOT CRC	3544119		PARTS FOR DRAIN-LINE TUBING 070-384-0000-4300	242.85
					Total :	242.85
236446	7/1/2024	891252 TIMECLOCK PLUS	INV00347140	13164	PURCH OF A TIME CLOCK FOR THE PV	1,663.68
				13164	070-381-0000-4300	1,663.67
					Total :	3,327.35
236447	7/1/2024	892525 T-MOBILE USA	9569999154		TOWER DUMP 001-222-0000-4270	50.00

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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
236447	7/1/2024	892525 892525 T-MOBILE USA	(Continued)			50.00
					Total :	50.00
236448	7/1/2024	893905 TORRES-GAHM, GRACIELA	0-62024	12967	CLEANING SERVICES-CITY FACILITIES 001-420-0000-4260	400.00
					Total :	400.00
236449	7/1/2024	103413 TRANS UNION LLC	05403551		CREDIT CHECK SERVICES 001-222-0000-4260	85.00
					Total :	85.00
236450	7/1/2024	890998 TRUJILLO, RODOLFO	JUNE 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
236451	7/1/2024	103439 UPS	831954224		COURIER SERVICES 001-190-0000-4280	131.60
					Total :	131.60
236452	7/1/2024	103574 VERDIN, FRANCISCO JAVIER	APRIL-JUNE 2024	12959	FOLKLORICO DANCE CLASS INSTRUC	1,596.50
				12959	017-420-1362-4260	62.50
					026-420-0887-4260	1,659.00
					Total :	1,659.00
236453	7/1/2024	889644 VERIZON BUSINESS	68333310		CITY HALL LONG DISTANCE	55.02
			68333311		001-190-0000-4220	16.51
			68333312		CITY YARD LONG DISTANCE 070-384-0000-4220	27.51
			68333313		CITY HALL LONG DISTANCE 001-190-0000-4220	61.07
			68333314		POLICE LONG DISTANCE 001-222-0000-4220	11.01
			68333315		CITY YARD LONG DISTANCE 070-384-0000-4220	16.77
			68333846		PARKS LONG DISTANCE 001-420-0000-4220	5.50
			68333857		PW-LONG DISTANCE 001-310-0000-4220	
					CITY HALL LONG DISTANCE	

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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
236453	7/1/2024	889644 VERIZON BUSINESS	(Continued)		001-190-0000-4220	60.55
					Total :	253.94
236454	7/1/2024	889491 WILLDAN FINANCIAL SERVICES	010-58401	13138	COST ALLOCATION PLAN & USER FEE	2,450.00
					001-190-0000-4270	2,450.00
					Total :	2,450.00
236455	7/1/2024	890008 WOODWARD, BRIAN	TRAVEL-4		PER DIEM-SLI TRAINING SESSION 4	135.00
					001-224-0000-4360	135.00
					Total :	135.00
108 Vouchers for bank code : bank3						Bank total : 240,416.85
108 Vouchers in this report						Total vouchers : 240,416.85

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-071

vchlist
05/29/2024 4:53:12PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236215	5/29/2024	894714 ALVARADO, CRYSTAL	APRIL-MAY 2024		TECH & EDUCATION WORKSHOP FACI	
				13165	110-422-3747-4260	4,600.00
					Total :	4,600.00
236216	5/29/2024	103948 CDW GOVERNMENT, INC.	NWSK311		15 IPADS FOR LP COMPUTER CENTER	
				13166	110-422-3747-4300	16,530.64
			NWTR090		10 IPADS - GRANT GIVEAWAYS	
				13167	110-422-3747-4300	10,370.43
					Total :	26,901.07
2 Vouchers for bank code : bank3						Bank total : 31,501.07
2 Vouchers in this report						Total vouchers : 31,501.07

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-071

vchlist
06/05/2024 10:20:23AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236217	5/30/2024	893115 P.E.R.S. CITY RETIREMENT	100000017509473		EMPL CONTRIB VARIANCE-05/04-05/17	
					018-222-0000-4124	248.80
					018-224-0000-4124	186.60
					018-225-0000-4124	2,674.62
					Total :	3,110.02

1 Vouchers for bank code : bank3

Bank total : 3,110.02

1 Vouchers in this report

Total vouchers : 3,110.02

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-071

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 06/05/2024 11:10:45AM

Voucher List
 CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236218	6/5/2024	102519 P.E.R.S.	JUNE 2024		HEALTH INS BENEFITS - JUNE 2024 001-1160	188,945.16	
Total :						188,945.16	
236219	6/5/2024	894759 TORRES, VICTORIO	ER2024		SCHOLARSHIP AWARD PROGRAM 053-2951	500.00	
Total :						500.00	
2 Vouchers for bank code :		bank3				Bank total :	189,445.16
2 Vouchers in this report					Total vouchers :	189,445.16	

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

**EXHIBIT "A"
RES. NO. 24-071**

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06/06/2024 9:09:41AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
236220	6/6/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS -JUNE 2024 001-1160	2,427.61
Total :						2,427.61
236221	6/6/2024	103648 CITY OF SAN FERNANDO	PR 6/7/24		REIMB FOR PAYROLL W/E 5/31/24 001-1003	615,791.76
					007-1003	2,143.29
					017-1003	665.24
					027-1003	2,390.95
					029-1003	2,553.46
					030-1003	2,843.37
					041-1003	7,740.64
					043-1003	12,618.29
					070-1003	64,916.70
					072-1003	18,460.23
					094-1003	1,015.62
					110-1003	3,820.30
Total :						734,959.85
236222	6/6/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS -JUNE 2024 001-1160	195.30
Total :						195.30
236223	6/6/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS -JUNE 2024 001-1160	11,533.07
Total :						11,533.07
236224	6/6/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS -JUNE ; 001-1160	2,160.00
Total :						2,160.00
236225	6/6/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS -JUNE 2024 001-1160	2,818.63
Total :						2,818.63
6 Vouchers for bank code : bank3						Bank total : 754,094.46

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Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6 Vouchers in this report						Total vouchers : 754,094.46

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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06/18/2024 9:39:47AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236345	6/12/2024	893115 P.E.R.S. CITY RETIREMENT	100000017509493		EMPL CONTRIB VARIANCE-05/18-05/31		
					018-222-0000-4124	259.64	
					018-224-0000-4124	194.74	
					018-225-0000-4124	2,791.17	
					Total :	3,245.55	
1 Vouchers for bank code : bank3						Bank total :	3,245.55
1 Vouchers in this report						Total vouchers :	3,245.55

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Voucher List
 CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
236346	6/20/2024	103648 CITY OF SAN FERNANDO	PR 6/21/24		REIMB FOR PAYROLL W/E 6/14/24		
					001-1003	611,268.64	
					007-1003	2,164.42	
					017-1003	1,681.33	
					027-1003	2,384.26	
					029-1003	2,565.94	
					041-1003	7,502.24	
					043-1003	14,996.36	
					070-1003	65,693.88	
					072-1003	18,515.31	
					094-1003	1,021.86	
					Total :	727,794.24	
1 Vouchers for bank code : bank3						Bank total :	727,794.24
1 Vouchers in this report						Total vouchers :	727,794.24

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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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	
236347	6/24/2024	103463 U.S. POSTMASTER	062024		POSTAGE-2023 ANNUAL WATER QUALI 070-381-0000-4430	3,590.11	
Total :						3,590.11	
1 Vouchers for bank code :		bank3				Bank total :	3,590.11
1 Vouchers in this report					Total vouchers :	3,590.11	

Voucher Registers are not final until approved by Council.

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RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

- AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
- NOES: None - 0
- ABSENT: None - 0

Dr. Joe Navarro

Mayor, City of San Fernando

ATTEST:

Mary Susan

City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.



City Clerk

APPROVED AS TO FORM:



City Attorney



MEMORANDUM

To: Erica D. Melton, Director of Finance/City Treasurer

From: Sandra Franco-Rivas, Accounting Technician

Date: June 18, 2024

Subject: Release of Warrants

Due to the adjournment of the Regular City Council meeting on June 17, 2024, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved: 
 Erica D. Melton, Director of Finance/City Treasurer

Approved: 
 Nick Kimball, City Manager

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: July 1, 2024

Subject: Consideration to Approve the Fair Political Practices Commission – 2024 Conflict of Interest Code Local Agency Biennial Notice Requirement

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file the 2024 Conflict of Interest Code Local Agency Biennial Notice (Attachment “A”) requirement from the Fair Political Practices Commission (“FPPC”); and
- b. Authorize the City Manager, or designee, to complete the Notice and submit all related compliance documents to the FPPC.

BACKGROUND:

- 1. The Fair Political Practices Commission (“FPPC”) created in 1974, consists of a five-member independent, non-partisan commission. The FPPC is primarily responsible for the impartial and effective administration of regulations set forth in the Political Reform Act (“Act”) (California Government Code 81000, et seq.). The Code lists each position within the agency filled by individuals who make or participate in making governmental decisions that could affect their personal economic interests.
- 2. On September 19, 2022, the City Council adopted Resolution No. 8178 (Attachment “A”) amending the City’s Conflict of Interest Code (“Code”) to include newly created positions, Water Operations Manager and a Management Analyst in the Police Department.
- 3. On May 1, 2024, the City Clerk received notice from the FPPC (Attachment “B”) regarding San Fernando’s mandatory biennial review. This review is to determine if the current Code is accurate or if it requires amendments. The review and any necessary amendments must be approved by the City Council by October 1, 2024.

Consideration to Approve the Fair Political Practices Commission – 2024 Conflict of Interest Code Local Agency Biennial Notice Requirement

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ANALYSIS:

The Political Reform Act of California (“Act”), enacted in 1974, promotes transparency and ethics in government. It requires detailed reporting of campaign finances, mandates lobbyist registration and reporting, sets conflict of interest guidelines, and is regulated by the California Fair Political Practices Commission (“FPPC”) to enforce these rules. The Act aims to reduce corruption and increase public trust and promote transparency in government through greater accountability by regulating campaign financing, conflicts of interest, lobbying, and governmental ethics to ensure that public officials act in a fair and unbiased manner in the governmental decision-making process in the political system. The Act requires every state and local government agency to review its adopted Conflict of Interest Code (“Code”) (Attachment “A”) biennially to determine its accuracy.

The Code, overseen by California's FPPC, prevents public officials from making decisions where they have a financial interest. Key elements include the disclosure of financial interests through annual filing of FPPC Form 700, based on categories defined in agency-specific conflict of interest codes. The Code designates public officials, government employees, and consultants (“designated filer”) that make, or participate in making, decisions that may foreseeably have a material effect on economic interests and establishes categories for designated filers to complete an annual Statement of Economic Interests Form 700 and filed with the City Clerk Department.

The City Council must be first noticed that any proposed amendments to the Code must be adopted by the City Council within 90 days of submitting notice, and before October 1, 2024. From the start of this notice and within 90 days, staff will perform a review of proposed revisions to the list of designated positions and categories for officers and employees of the City and its legislative bodies, pursuant to Government Code Section 87306 and Section 18730 of Title 2, Division 6 of the California Code of Regulations. If amendments are necessary, a resolution approving proposed amendments would be brought to the City Council for consideration by the October 1, 2024, deadline. Subsequently, the city must submit written notice to the FPPC indicating that the Code has been reviewed and amended or conversely if no amendments were necessary.

BUDGET IMPACT:

The FPPC’s required biennial update of the City’s Conflict of Interest Code is included in the City Clerk Department’s regular work plan and, therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

Consideration to Approve the Fair Political Practices Commission – 2024 Conflict of Interest Code Local Agency Biennial Notice Requirement

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CONCLUSION:

Staff recommends that the City Council receive and file the 2024 Conflict of Interest Code Local Agency Biennial Notice (Attachment “B”) requirement from the Fair Political Practices Commission (“FPPC”), and authorize the City Manager, or designee, to complete the Notice and submit all related compliance documents, as applicable.

ATTACHMENT:

- A. Resolution No. 8178
- B. 2024 Local Agency Biennial Notice

RESOLUTION NO. 8178**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS**

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

WHEREAS, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

WHEREAS, this Resolution amends the City’s Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City’s Conflict of Interest Code.

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

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit “A”** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

SECTION 2. Persons holding designated positions set forth in **Exhibit “A”** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting held on this 19th day of September, 2022.



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

ATTEST:



Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8178 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 19th day of September, 2022, by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Mendoza - 4

NAYS: None

ABSENT: Pacheco - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 21st day of September, 2022.



Julia Fritz, City Clerk

EXHIBIT A

Designated Positions

Disclosure Categories

I. Administrative Department

Assistant City Attorney	1, 2, 3, 4
Deputy City Manager/Economic Development	1, 2, 3, 4
City Clerk	5, 6
Assistant to the City Manager	1, 2, 3, 4
Deputy City Clerk/Management Analyst	5, 6

Key to Disclosure Categories for Administrative Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable income. (Form 700, Schedules C, D and E.)
3. Reportable investments. (Form 700, Schedule A-1.)
4. Reportable business positions. (Form 700, Schedule C.)
5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.
6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

II. Community Development Department

Director of Community Development	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Housing Coordinator	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

III. Finance Department

Director of Finance/City Treasurer	1, 2, 3, 4
IT Systems Administrator	1, 2

Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.
3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.
4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

IV. Public Works Department

Director of Public Works	1, 2, 3, 4, 5
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Water Operations Manager	1, 2, 3, 4, 5
Water Operations Superintendent	1, 2, 3, 4, 5

Key to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.
4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.
5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

V. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2
Recreation & Community Services Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

VI. Police Department

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.
2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

VII. Consultants

Consultant	1
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Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

- A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)
- B. Reportable income. (Form 700, Schedules C, D and E.)
- C. Reportable investments. (Form 700, Schedules A-1 and A-2.)
- D. Reportable business positions. (Form 700, Schedule C.)

FAIR POLITICAL PRACTICES COMMISSION

2024 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2024**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2024**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2024 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](#).

2024 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: July 1, 2024

Subject: Consideration to Adopt a Resolution Calling For and Giving Notice of Holding a General Municipal Election on November 5, 2024, Request to Consolidate the Election with the Statewide General Election, Authorize the Los Angeles County Elections Official to Perform Election Services, and Adopting Regulations Pertaining Candidate Statements and Related Materials Submitted to the Electorate

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8314 (Attachment “A”) calling and giving notice of the City of San Fernando’s (“City”) General Municipal Election to be held on Tuesday, November 5, 2024, for the election of two (2) City Councilmembers to each serve four-year terms;
- b. Approve the request to consolidate the election with the Statewide General Election; and request that the Los Angeles County Board of Supervisors (“Board of Supervisors”) consent, and effectuate such consolidation to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk (“County Registrar”) to take any and all steps necessary for the holding of the consolidated election;
- c. Adopt regulations pursuant to Elections Code (EC) Sections 13307 through EC 13313, pertaining to candidate statements and related election materials; and
- d. Authorize the City Clerk to file all required documents by July 8, 2024, with the Board of Supervisors to effectuate the request for election consolidated services.

BACKGROUND:

- 1. On August 21, 2017, the City Council adopted Ordinance No. 1668 (Attachment “B”), to change the City’s General Municipal Elections from March of odd-numbered years to November of even-numbered years to coincide with the Statewide General Election.

Consideration to Adopt a Resolution Calling For and Giving Notice of Holding a General Municipal Election on November 5, 2024, Request to Consolidate the Election with the Statewide General Election, Authorize the Los Angeles County Elections Official to Perform Election Services, and Adopting Regulations Pertaining Candidate Statements and Related Materials Submitted to the Electorate

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2. On November 3, 2020, the City held its regularly scheduled General Municipal Elections for the election of two (2) City Councilmembers to each serve four-year terms. Mayor Celeste Rodriguez and Councilmember Cindy Montañez were elected, with terms expiring in November 2024.
3. On March 5, 2024, the City held a Special Municipal Election consolidated with the Primary Election and administered by the County Registrar to fill an unscheduled Councilmember vacancy due to the passing of late Councilmember Cindy Montañez on October 21, 2023. Councilmember Victoria Garcia was elected to serve the remainder of late Councilmember Cindy Montañez’s term, which expires in November 2024.

ANALYSIS:

The City of San Fernando’s (“City”) General Municipal Election will be held on November 5, 2024, in consolidation with the Statewide General Election, pursuant to Division 3 of Chapter 2 (Administration) of the San Fernando Municipal Code (Attachment “B”). Registered voters in the City will have the opportunity to elect two (2) Councilmembers of the five-member City Council for the full four-year term each. The two (2) Councilmember seats for the four-year terms are presently occupied by incumbents Celeste T. Rodriguez and Victoria Garcia.

For the City to request consolidation of election administrative services on the same day with the Statewide General Election with the County Registrar’s office, the City Council must adopt a resolution (Attachment “A”) approving the following:

- a. Calling and giving notice of the General Municipal Election to be held on Tuesday, November 5, 2024, for the election of two (2) City Councilmembers to each serve four-year terms;
- b. Approve the request to consolidate the election with the Statewide General Election; request that the Board of Supervisors of the County of Los Angeles consent, and effectuate such consolidation to issue instructions to the Registrar-Recorder/County Clerk of the County of Los Angeles to take any and all steps necessary for the holding of the consolidated election; and
- c. Adopt regulations pursuant to Elections Code (EC) Sections 13307 through EC 13313 (Attachment “C”), pertaining to candidate statements and related materials submitted to the Electorate.

In order to effectuate the City’s request to consolidate election services, the adopted resolution must be transmitted to the Los Angeles County Board of Supervisors no later than July 8, 2024.

Services rendered by the County Registrar includes managing voter registration, ballot preparation, printing and distribution, hosting and staffing in-person vote centers, ballot counting, canvass the election returns, certifying the final election results and implementing all

Consideration to Adopt a Resolution Calling For and Giving Notice of Holding a General Municipal Election on November 5, 2024, Request to Consolidate the Election with the Statewide General Election, Authorize the Los Angeles County Elections Official to Perform Election Services, and Adopting Regulations Pertaining Candidate Statements and Related Materials Submitted to the Electorate

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such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

The City Clerk will manage the distribution and filing of candidate nomination papers, nomination petition signature verification, and follow all regulations pursuant to EC Sections 13307 through EC 13313, regarding candidate statements and related election materials.

The opening of the candidate nomination filing period begins at 8:00 a.m. on Monday, July 15, 2024, and ends at 5:00 p.m. on Friday, August 9, 2024. This is the period that potential candidates may file candidate nomination documents with the City Clerk Department. If an incumbent Councilmember does not file the proper nomination documents to run for re-election, the candidate filing period for that position will be extended to 5:00 p.m. on Wednesday, August 14, 2024.

BUDGET IMPACT:

The County Registrar provides an Election Estimator Calculator tool (Attachment “D”) on their website to assist with estimating the City’s election costs. Based on the information provided through the County Registrar’s website and past election costs, the Proposed Fiscal Year 2024-2025 City Budget includes \$60,000 to cover the estimated cost of the November 5, 2024 General Municipal Election.

CONCLUSION:

In accordance with California Election law, staff recommends that the City Council adopt Resolution No. 8314 calling and giving notice of the City’s General Municipal Election to be held on November 5, 2024, for the election of two (2) City Councilmembers; requesting election consolidation administration services from the County of Los Angeles Board of Supervisors to permit the County Registrar to perform election services; adopt regulations pertaining to candidate statements and election related materials; and authorize the City Clerk to file the request to the Board by July 8, 2024.

ATTACHMENTS:

- A. Resolution No. 8314
- B. Ordinance No. 1668
- C. California Elections Code Sections 13307 through EC 13313
- D. Election Cost Estimator Calculator

RESOLUTION NO. 8314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, (1) CALLING AND GIVING NOTICE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF TWO CITY COUNCILMEMBERS; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ISSUE INSTRUCTIONS TO THE REGISTRAR-RECORDER/COUNTY CLERK TO TAKE ANY AND ALL STEPS NECESSARY FOR THE HOLDING OF THE CONSOLIDATED ELECTION; AND (4) ADOPTING REGULATIONS PERTAINING TO CANDIDATE STATEMENTS

WHEREAS, under the provision of the laws relating to General Law cities in the State of California, a General Municipal Election of the City of San Fernando (the "City") shall be conducted on Tuesday, November 5, 2024, for the purpose of electing two (2) members of the City Council for the full term of four-years each; and

WHEREAS, it is desirable that said election be consolidated with the County-administered General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the Registrar-Recorder/County Clerk of the County of Los Angeles ("County Registrar") canvass the returns of the City's General Municipal Election and that it be held in all respects as if it were part and parcel of the County-administered General Election; and

WHEREAS, it is necessary to secure the consent and order of the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") to effectuate such consolidation; and

WHEREAS, the City shall compensate the County Registrar for all necessary expenses incurred by the County in performing election services for the City; and

WHEREAS, the City Council approves the printing of the information for said election in the foreign languages requiring translation pursuant to the Voting Rights Act of 1965; and

WHEREAS, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

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

SECTION 1. The recitals above and findings therein are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. That pursuant to the requirements of the laws of the State of California relating to General Law cities, the City Council hereby orders and calls a General Municipal Election to be held in the City of San Fernando, California on Tuesday, November 5, 2024, to be consolidated with the County-administered General Election to be held on the same day for the purpose of electing two (2) members of the City Council for the full term of four-years.

SECTION 3. Pursuant to the requirements of Section 10403 of the Elections Code, it is respectfully requested that the Board of Supervisors consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 5, 2024 with the County-administered election to be held on the same date.

SECTION 4. In connection with the County Registrar's administration of the City's November 5, 2024 General Municipal Election, the City further requests that the County Registrar be authorized and directed to: (a) review and verify vote by mail applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City with the appropriate election precinct data, to the extent required; (d) make available to the City such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns; (f) print and supply ballots for the election; (g) mail the City's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City's General Municipal Election in all respects as if it were part and parcel of any other County Registrar administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 5. The City shall reimburse the Country Registrar for any costs associated with the administration of said election upon presentation to the City of a properly approved bill.

SECTION 6. Pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 5, 2024, General Municipal Election may prepare a candidate statement on a form acceptable to the County Registrar, as applicable, and made available through the City Clerk.

SECTION 7. Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of San Fernando authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County Elections Official. Candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code. Each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 5, 2024, who files a candidate statement shall concurrently deposit with the City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated pro rata share of the actual costs of printing and handling such candidate statements incurred by the City and/or the County Registrar at the time of filing such statement with the City Clerk. In

the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City and/or the County Registrar, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

SECTION 8. Pursuant to Section 13307(a)(1) of the Elections Code candidate statements ***may*** include the following:

- (A) The name, age, and occupation of the candidate; and
- (B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

SECTION 9. Pursuant to Elections Code Section 13307(a)(1), candidate statements ***shall not*** include the following:

- (A) The party affiliation of the candidate; or
- (B) References to membership or activity in partisan political organizations.

SECTION 10. All prospective candidates should be aware of the holding in *Dean v. Superior Court* (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet ***may not*** include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 11. The candidate statement shall be filed in typewritten form at the Office of the City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 12. Subject to any logistical constraints imposed by the County Registrar by virtue of consolidation, the City Clerk shall have translated (from the English to relevant foreign languages authorized under the Voting Rights Act of 1965) and printed in the voters' pamphlet only the candidate statements of those candidates who request such translation and printing at the time of filing of the candidate statements.

SECTION 13. No candidate for any elected office of the City shall be permitted to include additional materials in the voters' pamphlet and sample ballot package.

SECTION 14. The City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 15. The ballots to be used at the election shall be in form and content as required by law.

SECTION 16. The City Clerk is authorized, instructed and directed to coordinate with the County Registrar to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 17. The polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Section 14401 of the Elections Code.

SECTION 18. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 19. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County Registrar, the City Council, in accordance with Elections Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot (i.e., coin toss, draw straws, drawing of names).

SECTION 20. The City Clerk shall forward without delay, a copy of this Resolution to the appropriate public agency which shall be assisting the City with the conduct of its General Municipal Election.

SECTION 21. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8314 which was approved and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July 2024.

Julia Fritz, City Clerk

ORDINANCE NO. 1668

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING ORDINANCE NO. 1452 AND MOVING THE DATE OF GENERAL MUNICIPAL ELECTIONS FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EVEN-NUMBERED YEARS BEGINNING NOVEMBER 6, 2018

WHEREAS, general law cities, such as the City of San Fernando (the "City"), are obligated to conduct general and special municipal elections in accordance with the California Elections Code (the "Elections Code"), per Elections Code Section 10101, et seq.;

WHEREAS, the City currently conducts its general elections on the first Tuesday after the first Monday in March in each odd-numbered year, pursuant to City Council Ordinance No. 1452 and Elections Code Section 1301;

WHEREAS, on September 1, 2015, Governor Jerry Brown signed Senate Bill 415 ("SB 415") into law;

WHEREAS, commencing January 1, 2018, SB 415 prohibits the City from holding an election on any date other than a statewide election date, as doing so in the past has resulted in turnout that is at least twenty-five percent (25%) below the average turnout in that jurisdiction in the last four statewide general elections;

WHEREAS, Section 14052(b) of the Elections Code allows the City to hold elections on dates other than statewide election dates, after January 1, 2018, if it adopts a plan to consolidate futures elections with statewide elections no later than the November 8, 2022 statewide general election;

WHEREAS, on July 18, 2016, the City adopted Resolution No. 7754, which set forth the City's intention and plan to begin holding its elections on the first Tuesday after the First Monday in November no later than November 8, 2022; and

WHEREAS, on July 17, 2017, the City Council conducted a public hearing and considered approval of an ordinance to begin holding its elections on the November statewide election date beginning on November 8, 2022. After discussion, the City Council directed staff to accelerate the switch to statewide election dates and to prepare an ordinance for City Council consideration to switch to statewide election dates beginning with the November 6, 2018 election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct and incorporated herein by reference.

SECTION 2. Ordinance No. 1452 is hereby repealed and rescinded in its entirety and superseded by this Ordinance No. 1668.

SECTION 3. Resolution No. 7754 is hereby repealed and rescinded in its entirety.

SECTION 4. Pursuant to Elections Code Section 1301 and in compliance with SB 415, general municipal elections for the City of San Fernando are hereby moved from the first Tuesday after the first Monday in March of odd-numbered years to the first Tuesday after the First Monday in November of even-numbered years, commencing November 6, 2018. In recognition of the foregoing and subject to approval of this ordinance and the proposed change of election date contemplated herein by the Los Angeles County Board of Supervisors, Division 3 of Chapter 2 (Administration) of the San Fernando Municipal Code, which is currently designated as “Reserved” is hereby amended in its entirety to now state the following,

Division 3. - General Municipal Elections.

2.91 Date of General Municipal Elections; Consolidation with County.

- (a) The city shall hold its general municipal elections on the first Tuesday after the first Monday in November of each even-numbered year, commencing with a general municipal election to be held on November 6, 2018.
- (b) General municipal elections held pursuant to this Section be consolidated with the concurrent statewide election of the same date administered by the Registrar-Recorder for the County of Los Angeles unless the County Board of Supervisors denies such consolidation pursuant to Elections Code Section 10402.5. In the event the County Board of Supervisors denies consolidation in any given year, the City reserves the right to administer the election on its own, through the office of the City Clerk, or in cooperation with any other public agency to the extent authorized by law.

SECTION 5. In order to accommodate the new election schedule, the terms for City elected officials who were victorious at elections in 2015 and 2017 shall be subject to a reduction of approximately four months from terms of office as follows:

	Elected (by standard odd-year municipal election)	Original End of Term	New End of Term Due to SB 415
Councilmember 1	March 2015	March 2019	November 2018
Councilmember 2	March 2015	March 2019	November 2018
Councilmember 3	March 2015	March 2019	November 2018
Councilmember 4	March 2017	March 2021	November 2020
Councilmember 5	March 2017	March 2021	November 2020

SECTION 6. In accordance with Elections Code Section 10403.5(b), this Ordinance shall cause no elected city terms of office to be increased or decreased by more than twelve (12) months.

SECTION 7. Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 9. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

SECTION 10. Effective Date/Operative Date. This Ordinance shall become effective thirty (30) days after a second reading and adoption. This Ordinance shall become operative upon approval by the Los Angeles County Board of Supervisors, per Elections Code Section 1301(b).

SECTION 11. The City Clerk is directed to forward without delay to the County of Los Angeles Board of Supervisors and to the County of Los Angeles Registrar/Recorder/ County Clerk, each a certified copy of this Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 21st day of August, 2017.



Sylvia Ballin, Mayor

ATTEST:



Elena G. Chávez, City Clerk

APPROVED AS TO FORM:



Richard Padilla, Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. 1668 was introduced at the regular meeting of the City Council held on the 7th day of August 2017, and thereafter at the regular meeting of said City Council, duly held on the 21st day of August 2017, was passed and adopted by the following votes to wit:

AYES: Gonzales, Ballin, Lopez – 3

NOES: Fajardo, Soto – 2

ABSTAIN: None

ABSENT: None



Elena G. Chávez, City Clerk



State of California

ELECTIONS CODE

Section 13307

13307. (a) (1) Each candidate for nonpartisan elective office in any local agency, including any city, county, city and county, or district, may prepare a candidate's statement on an appropriate form provided by the elections official. The statement may include the name, age, and occupation of the candidate and a brief description, of no more than 200 words, of the candidate's education and qualifications expressed by the candidate himself or herself. However, the governing body of the local agency may authorize an increase in the limitations on words for the statement from 200 to 400 words. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations.

(2) The statement authorized by this subdivision shall be filed in the office of the elections official when the candidate's nomination papers are returned for filing, if it is for a primary election, or for an election for offices for which there is no primary. The statement shall be filed in the office of the elections official no later than the 88th day before the election, if it is for an election for which nomination papers are not required to be filed. If a runoff election or general election occurs within 88 days of the primary or first election, the statement shall be filed with the elections official by the third day following the governing body's declaration of the results from the primary or first election.

(3) Except as provided in Section 13309, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5 p.m. of the next working day after the close of the nomination period.

(b) (1) The elections official shall send to each voter a county voter information guide that contains the written statements of each candidate that is prepared pursuant to subdivision (a). The statement of each candidate shall be printed in type of uniform size and darkness, and with uniform spacing.

(2) The elections official shall provide a Spanish translation to those candidates who wish to have one, and shall select a person to provide that translation who is one of the following:

- (A) A certified and registered interpreter on the Judicial Council Master List.
- (B) An interpreter categorized as "certified" or "professionally qualified" by the Administrative Office of the United States Courts.
- (C) From an institution accredited by a regional or national accrediting agency recognized by the United States Secretary of Education.
- (D) A current voting member in good standing of the American Translators Association.

(E) A current member in good standing of the American Association of Language Specialists.

(c) (1) In addition to the statement prepared pursuant to subdivision (a), if the elections official who is conducting the election permits electronic distribution of a candidate's statement, the governing body of a local agency may permit each candidate for nonpartisan elective office in the local agency to prepare a candidate's statement for the purpose of electronic distribution pursuant to this subdivision.

(2) A statement prepared pursuant to this subdivision shall be posted on the Internet Web site of the elections official, and may be included in a voter's pamphlet that is electronically distributed by the elections official pursuant to Section 13300.7, but shall not be included in a voter's pamphlet that is printed and mailed to voters pursuant to subdivision (b).

(3) A statement that is printed in the voter's pamphlet and mailed to voters pursuant to subdivision (b) shall be included with the statement that is prepared and electronically distributed pursuant to this subdivision.

(4) A statement that is prepared and electronically distributed pursuant to this subdivision shall be displayed in type of uniform size and darkness, and with uniform spacing.

(5) The elections official shall provide a Spanish translation to those candidates who wish to have one, and shall select a person to provide that translation who is one of the persons listed in paragraph (2) of subdivision (b).

(d) The local agency may estimate the total cost of printing, handling, translating, mailing, and electronically distributing candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the federal Voting Rights Act of 1965, as amended. The local agency may require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the county voter information guide or electronically distributed. In the event the estimated payment is required, the receipt for the payment shall include a written notice that the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the local agency is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the local agency may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the local agency that, or the elections official who, collected the estimated cost shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

(e) This section shall not be deemed to make any statement, or the authors of any statement, free or exempt from any civil or criminal action or penalty because of any false, slanderous, or libelous statements offered for printing electronic distribution pursuant to this section or contained in the county voter information guide.

(f) Before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied against that candidate for the candidate's

statement sent to each voter and, if authorized pursuant to subdivision (c), for the electronically distributed candidate's statement. This decision shall not be revoked or modified after the seventh day before the opening of the nominating period. A written statement of the regulations with respect to charges for handling, packaging, mailing, and electronic distribution shall be provided to each candidate or his or her representative, at the time he or she picks up the nomination papers.

(g) For purposes of this section and Section 13310, the board of supervisors is the governing body of judicial elections.

(Amended by Stats. 2016, Ch. 422, Sec. 71.5. (AB 2911) Effective January 1, 2017.)



State of California

ELECTIONS CODE

Section 13307.5

13307.5. A candidate for United States Representative may purchase the space to place a statement in the voter information portion of the county voter information guide that does not exceed 250 words. The statement shall not refer to any opponent of the candidate. The statement shall be submitted in accordance with the timeframes and procedures set forth in this code for the preparation of the voter information portion of the county voter information guide.

(Amended by Stats. 2016, Ch. 422, Sec. 72. (AB 2911) Effective January 1, 2017.)



State of California

ELECTIONS CODE

Section 13307.7

13307.7. (a) An elections official shall post the form to be used by a candidate to submit a candidate statement pursuant to Section 13307, Section 13307.5, or subdivision (c) of Section 85601 of the Government Code, on the elections official's internet website, and shall accept the electronic submission of that form if it is submitted in accordance with the times and procedures set forth in this code for the preparation of the voter information portion of the county voter information guide. If the candidate is running in a multicounty district, the elections official of each county shall accept the electronic submission of the form from the candidate's county of residence; however, the candidate shall transmit a hard copy of the candidate statement form, any accompanying form, and payment of the requisite fee to each county by overnight mail within 72 hours of filing the statement electronically. The elections official shall not require the candidate to submit any additional forms as a means of correcting internet website posting errors made by the elections official.

(b) Notwithstanding subdivision (a), an elections official may require a candidate to provide additional information that the official needs to comply with state law and county voter information guide requirements.

(Amended by Stats. 2023, Ch. 664, Sec. 2. (AB 773) Effective October 10, 2023.)



State of California

ELECTIONS CODE

Section 13308

13308. In addition to the restrictions set forth in Section 13307, any candidate's statement submitted pursuant to Section 13307 shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The elections official shall not cause to be printed, posted on an Internet Web site, or circulated any statement that the elections official determines is not so limited or that includes any reference prohibited by this section.

(Amended by Stats. 2016, Ch. 128, Sec. 2. (AB 2010) Effective January 1, 2017.)



State of California

ELECTIONS CODE

Section 13309

13309. (a) Notwithstanding Section 13307, if a candidate alleges to be indigent and unable to pay in advance the requisite fee for submitting a candidate statement, the candidate shall submit to the local agency a statement of financial worth to be used in determining whether or not he or she is eligible to submit a candidate statement without payment of the fee in advance.

(b) The statement of financial worth required by this section shall be submitted by the candidate together with his or her candidate statement in accordance with the deadline specified in Section 13307. The statement of financial worth form shall be furnished by the local agency, and may include questions relating to the candidate's employer, income, real estate holdings, tangible personal property, and financial obligations. The candidate shall certify the content of the statement as to its truth and correctness under penalty of perjury. The candidate shall also sign a release form of the candidate's most recent federal income tax report.

(c) Upon receipt of a statement of financial worth, a determination shall be made by the local agency of whether or not the candidate is indigent. The local agency shall notify the candidate of its findings.

(d) If it is determined that the candidate is not indigent, the candidate shall, within three days of the notification, excluding Saturdays, Sundays, and state holidays, withdraw the statement or pay the requisite fee. If the candidate fails to respond within the time prescribed, the local agency shall not be obligated to print and mail the statement.

(e) If the local agency determines that the candidate is indigent, the local agency shall print and mail the statement.

(f) Nothing in this section shall prohibit the local agency from billing the candidate his or her actual pro rata share of the cost after the election.

(Amended by Stats. 2013, Ch. 560, Sec. 11. (AB 1417) Effective January 1, 2014.)



State of California

ELECTIONS CODE

Section 13310

13310. Prior to the nomination period for an election, the governing body of the local agency conducting the election may determine that Section 13307 is inapplicable to that election. This section shall become operative only if the United States Supreme Court or the California Supreme Court rules that candidates (other than indigent candidates) may not be required to pay for candidates' statements authorized pursuant to Section 13307.

(Enacted by Stats. 1994, Ch. 920, Sec. 2. Section conditionally operative by its own provisions.)



State of California

ELECTIONS CODE

Section 13311

13311. Notwithstanding the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), the statements filed pursuant to Section 13307 shall remain confidential until the expiration of the filing deadline.

(Amended by Stats. 2021, Ch. 615, Sec. 99. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)



State of California

ELECTIONS CODE

Section 13312

13312. (a) Each county voter information guide prepared pursuant to subdivision (b) of Section 13307 shall contain a notice in the heading of the first page, not smaller than 10-point type, that specifies both of the following:

(1) That the county voter information guide does not contain a complete list of candidates and that a complete list of candidates appears on the sample ballot (if any candidate is not listed in the county voter information guide).

(2) That each candidate's statement in the county voter information guide is volunteered by the candidate and (if printed at the candidate's expense) is printed at the candidate's expense.

(b) If a local agency has authorized each candidate for nonpartisan elective office to prepare a candidate's statement for the purpose of electronic distribution pursuant to subdivision (c) of Section 13307, and if a candidate has submitted a statement for that purpose, the notice required by subdivision (a) shall specify that additional statements are available on the internet website of the elections official and shall include the internet website address at which the statements may be viewed.

(Amended by Stats. 2023, Ch. 131, Sec. 56. (AB 1754) Effective January 1, 2024.)



State of California

ELECTIONS CODE

Section 13313

13313. (a) The elections official shall make a copy of the material referred to in Section 13307 available for public examination in the elections official's office for a period of 10 calendar days immediately following the filing deadline for submission of those documents. Any person may obtain a copy of the candidate's statements from the elections official for use outside of the elections official's office. The elections official may charge a fee to any person obtaining a copy of the material, and the fee may not exceed the actual cost incurred by the elections official in providing the copy.

(b) (1) During the 10-calendar-day public examination period provided by this section, any voter of the jurisdiction in which the election is being held, or the elections official, himself or herself, may seek a writ of mandate or an injunction requiring any or all of the material in the candidates statements to be amended or deleted. The writ of mandate or injunction request shall be filed no later than the end of the 10-calendar-day public examination period.

(2) A peremptory writ of mandate or an injunction shall issue only upon clear and convincing proof that the material in question is false, misleading, or inconsistent with the requirements of this chapter, and that issuance of the writ or injunction will not substantially interfere with the printing or distribution of official election materials as provided by law.

(3) The elections official shall be named as respondent and the candidate who authored the material in question shall be named as the real party in interest. In the case of the elections official bringing the mandamus or injunctive action pursuant to this subdivision, the board of supervisors of the county shall be named as the respondent and the candidate who authored the material in question shall be named as the real party in interest.

(Amended by Stats. 2002, Ch. 228, Sec. 12. Effective January 1, 2003.)



Los Angeles County Registrar-Recorder/County Clerk

VOTING & ELECTIONS

RECORDS

COUNTY CLERK

NEWSROOM

PUBLICATIONS

JOBS

CONTACT



Election Estimating Calculator

[Go to Election Estimate Home](#)

Select Estimate Type

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

Select Jurisdiction(s)

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at electionbilling@rrcc.lacounty.gov.

Estimated Result

CITY OF SAN FERNANDO 2024 November General Election

CITY OF SAN FERNANDO - At Large

<i>Voter Count</i>	<i>Rate Breakdown</i>	<i>Estimated Cost</i>
Registered Voters (RV)	12,374	
<i>Election Operations (rate * RV)</i>	\$2.5429 * 12374	\$31,465.84
<i>Vote By Mail Processing (rate * RV)</i>	\$0.7892 * 12374	\$9,765.56

Sample Ballot Processing and Printing

Office(s)/Seat(s) <i>(rate * No. of Offices * RV)</i>	\$0.0215 * 2 * 12374	\$532.08
Measures(s) <i>(rate * No. of Measures * RV)</i>	\$0.0215 * 0 * 12374	\$0.00
Measure Text <i>(rate * No. of Text Pages for all measures * RV)</i>	\$0.0644 * 0 * 12374	\$0.00
Voting Information <i>(rate * RV)</i>	\$0.3343 * 12374	\$4,136.63

<i>Candidate Filing and Campaign Finance (rate * No. of Candidates)</i>	\$1638.3564 * 6	\$9,830.14
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Election Preparation Cost (Flat rate per jurisdiction) \$1,075.56

CITY OF SAN FERNANDO TOTAL ESTIMATE \$56,805.81

DISCLAIMER: Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at ecu@rrcc.lacounty.gov.



To Enrich Lives Through Effective and Caring Service

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Sergio Ibarra, Human Resources & Risk Manager

Date: July 1, 2024

Subject: Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2024-2025

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8316 (Attachment “A”) approving the Salary Plan for Fiscal Year (FY) 2024-2025;
- b. Adopt Resolution No. 8317 (Attachment “B”) approving the Table of Organization for FY 2024-2025; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On February 20, 2019, and February 3, 2020, the City Council approved an employment agreement (Contract No. 1906) and an amendment (Contract No. 1906(a)), respectively, with the City Manager that includes applicable salaries and benefits.
2. On March 2, 2020, the City Council adopted Resolution No. 7991 to include a monthly stipend for the City’s Representative to the Greater Los Angeles County Vector Control District.
3. On March 1, 2021, the City Council approved an extension to the four-year MOU (Contract No. 1838(a)) with the San Fernando Part-time Employees’ Bargaining Unit (SFPEBU), through December 31, 2021. Per the extension, applicable terms and conditions shall remain in effect until a successor agreement is reached between the parties.
4. On November 15, 2021, the City Council approved a three-year MOU (Contract No. 2039) with the San Fernando Police Civilians’ Association (SFPCA) that includes certain changes in salaries and benefits through June 30, 2024. Per the extension, applicable terms and

Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2024-2025

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conditions shall remain in effect until a successor agreement is reached between the parties.

5. On March 7, 2022, the City Council approved a three-year MOU (Contract No. 2058) with the San Fernando Management Group (SFMG) that includes certain changes in salaries and benefits through June 30, 2024. Per the extension, applicable terms and conditions shall remain in effect until a successor agreement is reached between the parties.
6. On April 17, 2023, the City Council approved a five-year MOU (Contract No. 2145) with the San Fernando Public Employees' Association (SFPEA) that includes certain changes in salaries and benefits through June 30, 2027. The City Council also approved an extension of same benefits to the unrepresented confidential employees.
7. On November 6, 2023, the City Council approved a MOU (Contract No. 2210) with the San Fernando Police Officers' Association (SFPOA) that includes certain changes in salaries and benefits through June 30, 2028.
8. On March 18, 2024, the City Council adopted Resolution No. 8289 that established the salary and benefits for Department Heads through June 30, 2028.
9. On June 3, 2024, the City Council approved a MOU (Contract No. 2251) with the San Fernando Police Officers' Association - Police Management Unit (SFPOA-PMU) that includes certain changes in salaries and benefits through June 30, 2028.

ANALYSIS:

A Salary Plan is a formal document that outlines the pay structure for different positions within an organization. It specifies the minimum and maximum salary that can be earned in various job classifications based on qualifications/experience level. Adopting a salary schedule serves several important purposes, including budget planning for predictable salary expenditures, equity in employee compensation across comparable job classifications, and transparency of City employee salaries for the public.

A Table of Organization identifies all of the positions authorized by City Council in each Department. A Table of Organization serves as an internal control mechanism to ensure that only positions authorized by City Council and funded in the adopted budget are filled by City staff.

The attached Salary Plan and Table of Organization reflects salaries, benefits and personnel changes funded in the FY 2024-2025 Budget, as well as provisions of applicable MOUs, Resolutions, and Employment Agreements that have already been approved by the City Council.

Consideration to Adopt Resolutions Approving the Salary Plan and Table of Organization for Fiscal Year 2024-2025

Page 3 of 3

The Salary Plan includes previously negotiated cost of living adjustments (COLA) that were already approved by the City Council for various bargaining units, including 4% for Department Heads, SFPOA, SFPOA-PMU, SFPEA, and Unrepresented Confidential Employees; and 3.9% for the City Manager (as dictated by the Consumer Price Index). Similar COLAs were also extended to part-time positions with full-time equivalent classifications.

The existing compensation and benefits plan for both elected officers and non-elected officers, including commissioners, and appointed City representatives, are also included in the Salary Plan.

BUDGET IMPACT:

Sufficient funds are included in the FY 2024-2025 Budget to cover all the salary and benefit adjustments as stipulated in the MOUs and Employment Agreements.

CONCLUSION:

Approval of the amended Salary Plan and Table of Organization is necessary to implement applicable changes in the FY 2024-2025 Budget, as well as the provisions of applicable MOUs, Resolutions, and Employment Agreements.

ATTACHMENTS:

- A. Resolution No. 8316 - Citywide Salary Plan
- B. Resolution No. 8317 - Table of Organization

RESOLUTION NO. 8316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 8244 ADOPTED JUNE 20, 2023, AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HERewith

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

SECTION 1: The following schedules are hereby adopted as the salary range and step schedules for non- elective officers and employees of the City of San Fernando:

- SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)
- SCHEDULE "DH": FOR DEPARTMENT HEADS (UNREPRESENTED)
- SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)
- SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA)
- SCHEDULE "H": FOR HOURLY EMPLOYEES - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)
- SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)
- SCHEDULE "HG": FOR HOURLY EMPLOYEES ABOVE MINIMUM WAGE - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)
- SCHEDULE "M": FOR MANAGEMENT EMPLOYEES - SAN FERNANDO MANAGEMENT GROUP (SFMG)
- SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)
- SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)
- SCHEDULE "PFE": FOR HOURLY FULL-TIME EQUIVALENT – POLICE SERVICE EMPLOYEES

(Details of the respective schedules are on pages 2 through 7)

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4785	5026	5274	5538	5814
69	4904	5146	5405	5675	5959
70	5026	5278	5542	5817	6108
71	5151	5408	5678	5962	6261
72	5285	5553	5829	6122	6429
73	5419	5692	5977	6275	6587
74	5556	5834	6125	6432	6753
75	5695	5981	6277	6590	6922
76	5836	6129	6436	6757	7094
77	5975	6273	6588	6917	7262
78	6127	6433	6757	7095	7447
79	6283	6597	6928	7275	7638

**SCHEDULE DH
FOR
DEPARTMENT HEADS (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
74	9770	10395	10914	11461	12035
75	11441	12013	12614	13244	13907
76	11956	12554	13182	13841	14533
77	12138	12746	13387	14059	14764
78	13019	13670	14353	15071	15825
79	13595	14274	14987	15737	16525
80	14003	14702	15438	16209	17020
81	14352	15070	15824	16615	17446
82	14712	15447	16220	17031	17883
83	15421	16192	17003	17853	18745
84	16132	16938	17785	18674	19608
85	16536	17362	18230	19141	20098

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
56	3088	3257	3437	3626	3825
65	4063	4287	4523	4772	5035
66	4144	4351	4569	4798	5062
67	4233	4468	4711	4972	5246
68	4297	4534	4788	5047	5325
69	4353	4595	4845	5112	5391
70	4446	4695	4949	5221	5612
71	4470	4703	4975	5247	5537
72	4600	4853	5117	5400	5695
73	4698	4950	5224	5510	5814
74	4743	5001	5276	5567	5873
75	4788	5055	5330	5623	5931
76	4885	5147	5432	5732	6047
77	4982	5257	5545	5850	6170
78	5009	5281	5572	5877	6202
79	5114	5393	5690	6005	6335
80	5190	5474	5776	6094	6430
81	5268	5558	5862	6185	6525
82	5346	5640	5952	6277	6622
83	5426	5724	6038	6371	6722
84	5483	5784	6103	6438	6791
85	5584	5891	6215	6557	6917
86	5669	5981	6310	6657	7023
87	5762	6079	6414	6766	7139
88	5847	6168	6509	6865	7242
89	5935	6260	6605	6970	7352
90	6023	6354	6704	7072	7461
91	6114	6451	6806	7180	7573
92	6207	6548	6908	7287	7690
93	6300	6646	7012	7398	7802
94	6396	6749	7119	7510	7926
95	6490	6846	7221	7620	8036
96	6587	6947	7329	7734	8160
97	6688	7054	7442	7854	8285
98	6789	7162	7555	7968	8408
99	6889	7268	7666	8091	8535
100	6993	7380	7783	8210	8662
101	7097	7487	7899	8334	8790

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
102	7201	7598	8016	8457	8923
103	7309	7711	8139	8584	9056
104	7421	7826	8260	8712	9193
105	7533	7945	8383	8842	9330
106	7645	8066	8509	8977	9471
107	7759	8187	8637	9112	9613
108	7876	8310	8766	9249	9759
109	7996	8434	8898	9388	9904
110	8115	8561	9032	9530	10054
111	8237	8690	9168	9672	10204
112	8361	8820	9305	9818	10357
113	8485	8952	9444	9963	10512
114	8613	9083	9585	10110	10668
115	8742	9220	9729	10262	10830
116	8873	9358	9875	10415	10990
117	9006	9498	10024	10573	11156
118	9142	9641	10174	10732	11324
119	9279	9785	10326	10892	11493

**SCHEDULE GPD
FOR
GENERAL EMPLOYEES (POLICE DEPARTMENT - SFPCA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
74	4105	4329	4567	4820	5082
77	4294	4531	4779	5040	5317
83	4664	4920	5191	5475	5776
88	4959	5230	5518	5821	6142
92	5243	5529	5831	6151	6487
94	5380	5655	5960	6277	6611
107	6644	7008	7392	7797	8225

**SCHEDULE H
FOR
PART-TIME HOURLY EMPLOYEES- MINIMUM WAGE (SFPEBU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	16.00	16.68	17.38	18.13	18.91
45	16.28	16.99	17.77	18.57	19.41
47	16.77	17.50	18.27	19.07	19.89
52	17.57	18.33	19.12	19.95	20.83
71	21.08	22.07	23.15	24.25	25.39

**SCHEDULE HFE
FOR
PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
62	17.13	18.07	19.07	20.12	21.22
100	23.68	24.98	26.35	27.81	29.32
104	24.77	26.14	27.57	29.08	30.68
114	27.36	28.85	30.44	32.12	33.88
122	30.25	31.90	33.64	35.49	37.43

**SCHEDULE HG
FOR
PART TIME HOURLY EMPLOYEES – GENERAL ABOVE MINIMUM WAGE (SFPEBU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
62	17.20	18.03	19.02	20.07	21.15
71	20.42	21.38	22.43	23.49	24.60

**SCHEDULE M
FOR
MANAGEMENT EMPLOYEES (SFMG)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	6546	6872	7219	7581	7960
56	6689	7025	7376	7744	8131
57	6837	7179	7539	7913	8313
58	6988	7335	7702	8088	8493
59	7127	7483	7856	8249	8660
60	7305	7671	8055	8456	8882
61	7488	7863	8253	8668	9102
62	7675	8059	8464	8885	9329
63	7867	8261	8675	9107	9563
64	8062	8465	8887	9333	9800
65	8264	8676	9110	9567	10046
66	8470	8894	9337	9803	10296
67	8682	9115	9572	10051	10553
68	8856	9299	9765	10250	10764
69	9120	9574	10054	10557	11085
70	9395	9995	10494	11020	11572
71	9677	10160	10666	11200	11762
72	10006	10507	11032	11585	12164
73	10336	10853	11396	11966	12563
74	10671	11206	11766	12354	12973
75	10895	11440	12013	12612	13244
76	11276	11839	12431	13054	13705
77	11671	12256	12872	13518	14196
78	12067	12673	13310	13978	14680
79	12490	13114	13769	14458	15179
80	12902	13547	14227	14936	15683
81	13328	13994	14697	15429	16201
82	13768	14456	15182	15939	16736

**SCHEDULE MP
FOR
SWORN POLICE MANAGEMENT (SFPOA-PMU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	12696	13331	13998	14698	15433

**SCHEDULE P
FOR
SWORN POLICE EMPLOYEES (SFPOA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	7424	7830	8266	8713	9198
95	9227	9735	10272	10837	11436

**SCHEDULE PFE
FOR
HOURLY POLICE SERVICE EMPLOYEES - FULL TIME EQUIVALENT
(UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
140	42.83	45.17	47.69	50.27	53.07

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

(A) SALARY RANGE NUMBER AND SCHEDULES ASSIGNED – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Assistant	68G	4297	4534	4788	5047	5325
Accounting Technician	73G	4698	4950	5224	5510	5814
Administrative Assistant	74G	4743	5001	5276	5567	5873
Assistant Planner	88G	5847	6168	6509	6865	7242
Assistant to the City Manager	70M	9395	9995	10494	11020	11572
Associate Planner	96G	6587	6947	7329	7734	8160
City Clerk	74DH	9770	10395	10914	11461	12035

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Electrician	79G	5114	5393	5690	6005	6335
City Manager	FLAT RATE	20638.07				
City Mechanic	79G	5114	5393	5690	6005	6335
Civil Engineering Assistant II	104G	7421	7826	8260	8712	9193
Community Development Technician	80G	5190	5474	5776	6094	6430
Community Preservation Officer	92GPD	5243	5529	5831	6151	6487
Community Service Officer	77GPD	4294	4531	4779	5040	5317
Cross Connection Specialist	83G	5426	5724	6038	6371	6722
Deputy City Clerk/ Management Analyst	62M	7675	8059	8464	8885	9329
Deputy City Manager/ Economic Development	83DH	15421	16192	17003	17853	18745
Director of Community Development	79DH	13595	14274	14987	15737	16525
Director of Finance	79DH	13595	14274	14987	15737	16525
Director of Public Works	82DH	14712	15447	16220	17031	17883
Director of Recreation and Community Services	77DH	12138	12746	13387	14059	14764
Executive Assistant	78G	5009	5281	5572	5877	6202
Executive Assistant to the City Manager	79C	6283	6597	6928	7275	7638
Housing Coordinator	103G	7309	7711	8139	8584	9056
Information Technology System Administrator	70M	9395	9995	10494	11020	11572

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Management Analyst	62M	7675	8059	8464	8885	9329
Office Clerk	56G	3088	3257	3437	3626	3825
Payroll Technician	73C	5419	5692	5977	6275	6587
Personnel Assistant	68C	4785	5026	5274	5538	5814
Personnel Manager	77M	11671	12256	12872	13518	14196
Personnel Technician	73C	5419	5692	5977	6275	6587
Police Cadet	73P	7424	7830	8266	8713	9198
Police Chief	84DH	16132	16938	17785	18674	19608
Police Commander	75MP	12696	13331	13998	14698	15433
Police Desk Officer	94GPD	5380	5655	5960	6277	6611
Police Executive Assistant	88GPD	4959	5230	5518	5821	6142
Police Officer	73P	7424	7830	8266	8713	9198
Police Records Administrator	107GPD	6644	7008	7392	7797	8225
Police Records Specialist	74GPD	4105	4329	4567	4820	5082
Police Sergeant	95P	9227	9735	10272	10837	11436
Program Specialist	69G	4353	4595	4845	5112	5391
Property Control Officer	83GPD	4664	4920	5191	5475	5776
Public Works Maintenance Worker	67G	4233	4468	4711	4972	5246
Public Works Operations Manager	76M	11276	11839	12431	13054	13705
Public Works Superintendent	109G	7996	8434	8898	9388	9904
Public Works Supervisor	91G	6114	6451	6806	7180	7573
Public Works Technician	80G	5190	5474	5776	6094	6430

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Recreation & Community Services Coordinator	75G	4788	5055	5330	5623	5931
Recreation & Community Services Supervisor	88G	5847	6168	6509	6865	7242
Senior Accountant	70M	9395	9995	10494	11020	11572
Senior Maintenance Worker	77G	4982	5257	5545	5850	6170
Senior Park Maintenance Specialist	77G	4982	5257	5545	5850	6170
Senior Tree Care Specialist	77G	4982	5257	5545	5850	6170
Senior Sewer Worker	82G	5346	5640	5952	6277	6622
Senior Water System Operator	84G	5483	5784	6103	6438	6791
Senior Water Worker	81G	5268	5558	5862	6185	6525
Sewer Worker	71G	4470	4714	4975	5247	5537
Social Services Coordinator	75G	4788	5055	5330	5623	5931
Treasurer Assistant	70G	4446	4695	4949	5221	5508
Water Operations Manager	76M	11276	11839	12431	13054	13705
Water Superintendent	113G	8485	8952	9444	9963	10512
Water System Supervisor	95G	6490	6846	7221	7620	8036
Water Worker I	72G	4600	4853	5117	5400	5695
Water Worker II	76G	4885	5147	5432	5732	6047

(B) SEASONAL AND HOURLY POSITIONS – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Administrative Assistant	114HFE	27.36	28.85	30.44	32.12	33.88
City Maintenance Helper	62HG	17.20	18.03	19.02	20.07	21.15
Community Preservation Officer	122HFE	30.25	31.90	33.64	35.49	37.43
Community Service Officer	104HFE	24.77	26.14	27.57	29.08	30.68
Crossing Guard	44H	16.00	16.68	17.38	18.13	18.91
Day Camp Counselor	44H	16.00	16.68	17.38	18.13	18.91
Junior Cadet	45H	16.28	16.99	17.77	18.57	19.41
Management Intern	71HG	20.42	21.38	22.43	23.49	24.60
Office Clerk	62HFE	17.13	18.07	19.07	20.12	21.22
Police Cadet	140PFE	42.83	45.17	47.69	50.27	53.07
Police Reserve Officer	140PFE	42.83	45.17	47.69	50.27	53.07
Police Records Specialist	100HFE	23.68	24.98	26.35	27.81	29.32
Pool Attendant/ Cashier	44H	16.00	16.68	17.38	18.13	18.91
Public Works Maintenance Helper	62HG	17.20	18.03	19.02	20.07	21.15
Recreation Leader I	44H	16.00	16.68	17.38	18.13	18.91
Recreation Leader II	47H	16.77	17.50	18.27	19.07	19.89
Recreation Leader III	71H	21.08	22.07	23.15	24.25	25.39
Senior Day Camp Counselor	52H	17.57	18.33	19.12	19.95	20.83

(C) COMPENSATION FOR COMMISSIONS, BOARDS, COMMITTEE MEMBERS, AND COUNCIL LIAISON

The members of the following commissions, boards, and committees, as well as City Council Liaison, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

<u>COMMISSION/COMMITTEE/LIAISON</u>	<u>COMPENSATION PER MEETING ATTENDED (NOT TO EXCEED ONE MEETING PER MONTH)</u>
Disaster Council	\$100.00
Education Commission	\$100.00
Planning and Preservation Commission	\$100.00
Parks, Wellness, and Recreation Commission	\$100.00
Transportation and Safety Commission	\$100.00
Greater LA County Vector Control District Council Liaison	\$150.00
Metropolitan Water District (MWD) Representative	\$250.00

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of \$580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(l) below.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

A. GENERAL AND CONFIDENTIAL EMPLOYEES

Salaries and benefits listed here apply to full-time employees assigned to **Schedule G** for General Employees (SFPEA), and to unrepresented full-time Confidential Employees assigned to **Schedule C**.

(1) SALARY

The salary ranges shown under **Schedule G** are consistent with the following provisions negotiated in Contract No. 2145, Article 6.01, and extended to **Schedule C**:

- A. Effective the first full pay period that includes July 1, 2024, unit members shall receive a base salary increase of four percent (4%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) LONGEVITY PAY

- A. The City shall pay unit employees that have completed 10 years of continuous service with the City, an additional 3% above the base salary step.

- B. The City shall pay unit employees that have completed 20 years of continuous service with the City, an additional 1% above the previous first longevity step, for a total of 4% above their base salary.
- C. The City shall pay unit employees that have completed 30 years of continuous service with the City, an additional 1% above the previous second longevity step, for a total of 5% above their base salary.
- D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) BILINGUAL BONUS

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

A. Field Employees: \$50 per month provided:

- i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;
- ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

B. Counter Employees: \$100 per month provided:

- i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.
- ii. The employee is employed in a job classification whose primary duties require the employee to communicate with members of the public.

C. Written Translation of City Materials: \$25 per month: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

D. Grandfather Provision: Any field employee who has received bilingual pay of \$100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

(4) OVERTIME

Non-exempt employees who work under the regular 7:30 a.m. - 5:30 p.m., 8a.m. – 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time

off (CTO) at the employee's request, for all hours worked over forty (40) hours in a seven- day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in applicable section of the SFPEA MOU, by choosing benefits that cost less than the Allowance.

(5) COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) COURT APPEARANCE PAY

Any unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(7) SHIFT DIFFERENTIAL PAY

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

(8) STAND-BY PAY

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

- A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.
- B. Report to work within 1 hour of being contacted.
- C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street and Tree, and Facilities).

(9) SPECIAL PROJECTS BONUS PAY

Employees in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Director of Public Works or their designee.

A “special project” shall be any new project work approved by the Director of Public Works which meets the following first criterion and at least one or more of the remaining criteria:

- A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.
- B. Short Deadline: Work that would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.
- C. Unique Knowledge/Skills: Work that would normally be performed as contractual services, but may be performed more efficiently or effectively by Public Works employees due to their unique knowledge of the project and/or work conditions, or due to special skills.

D. Demonstrated Cost Savings: Work that would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

(10) WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend.

Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

(11) INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

(12) CALL BACK

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(13) WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

(14) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours per fiscal year during an active recruitment for the vacant position. An employee that exceeds 960 hours when there is no active recruitment, shall be moved to the next salary step after six (6) consecutive months in the acting position, provided they received a satisfactory evaluation.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(15) EDUCATION INCENTIVE PAY

Employees who possess a Bachelor degree in a related field from an accredited educational institution shall receive two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. Employees who possess a Master's degree in a related field from an accredited educational institution shall receive an additional two-percent (2%) above their base salary step effective the first day of the full pay period following the date they submit proof of their degree to the Personnel Division. The employee is not eligible for Education Incentive Pay that for a degree or certificate that is specified as a minimum qualification for their job classification.

(16) OTHER COMPENSATION

The City will provide Certification/License Pay as follows:

- i. Commercial Driver's License (CDL): Five percent (5%) of base rate of pay for a Class B, an additional two percent (2%) of base rate of pay for a Class A. Maximum of seven percent (7%) for CDL Certification pay if an employee possesses a Class A.
- ii. International Municipal Signal Association (IMSA) 1, 2, & 3: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.
- iii. California Water Environment Association (CWEA) Grades 1-4 for sewer collection systems: Two and one-half percent (2.5%) of base rate of pay for Grade 1, with an additional one percent (1%) of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3, and 4 Certification pay.
- iv. Engineer in Training (EIT): Five percent (5%) of base rate of pay.
- v. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: Two and one-half percent (2.5%) of base rate of pay. This pay shall be in- lieu of "Inspector Pay."
- vi. ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training: Two and one-half percent (2.5%) of base rate of pay.
- vii. International Society of Arboriculture (ISA) Certified Arborist: Five percent (5%) of base rate of pay.
- viii. To qualify for any of the Certification/License Pays identified in subsections (A)-(G), the employee must hold a position in Public Works, such as: Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, Water Superintendent, Water System Supervisor, Senior Water Worker, Water Worker I/II, Senior Water System Operator or Cross Connection Specialist, or equivalent, and any new non-clerical job classifications added to the Public Works Department. The employee is not eligible for a Certificate/License Pay that is specified as a minimum qualification for the job classification. In the event a unit member is reclassified at a future date to any of these job classifications they shall get the benefit of subsection (A)-(G) above.
- ix. American Water Works Association (AWWA) Backflow Prevention Tester and Cross- Connection Control Program Specialist: Two and one-half percent (2.5%) for each certification. This Certification/License Pay is only applicable to unit members

assigned to the Water Worker I/II and Senior Water Worker classifications.

- x. California State Water Resources Control Board, Water Distribution System Operator Grade D-III: Two and one-half percent (2.5%) of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- xi. California State Water Resources Control Board, Water Treatment Operator Grade T- II and T-III: Two and one-half percent (2.5%) per certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- xii. CPR/First Aid Trainer: Five percent (5%) of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- xiii. Global Identification System (GIS) Certification: Five percent (5%) of base rate of pay. This Certification pay is available to all unit members.
- xiv. Employees will be ineligible for any of the Certification/License Pays listed in subsections (A)-(G) and (I) to (M) upon expiration/termination of the license or certificate.
- xv. Employees receiving any Certification/License Pay set forth in Section 11.12 of this MOU shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.

(17) HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

- New Year’s Day
- Martin Luther King, Jr.
- Day Presidents’ Day
- Cesar Chavez Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Float day (Each July 1, employees will accrue a Floating holiday; if not used within 12 months of receipt of the holiday, the Floating holiday is lost).

(18) OTHER BENEFITS

For other benefits such as uniform allowance, tuition and mileage reimbursements, sick and vacation leave, bereavement, catastrophic leave, Workers' Compensation, medical, dental, vision insurance, and retirement, and so on, that apply to **Schedule G**; please refer to their last MOU (Contract No. 2145).

B. NON-SWORN GENERAL EMPLOYEES

Salaries and benefits listed here apply to full-time, non-sworn general employees (i.e., San Fernando Police Civilians' Association (SFPCA) members) assigned to **Schedule GPD**, and reflect stipulations in their last MOU (Contract No. 2039).

(1) SALARY

The salaries shown for SFPCA unit employees reflect stipulations from the last negotiated MOU (Contract No. 2039), which expires June 30, 2024. Therefore, there is zero Cost of Living Adjustment (COLA) pending conclusion of negotiations.

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) LONGEVITY PAY

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

- A. Upon completion of 10 years of continuous service from date of hire, an additional 3% above the base salary step for each eligible employee.
- B. Upon completion of 20 years of continuous service from date of hire, an additional 1% above the previous first longevity step, for a total of 4% above the base salary step of each eligible employee.
- C. Upon completion of 30 years of continuous service from date of hire, an additional 1% above the previous second longevity step, for a total of 5% above the base salary step of each eligible employee.

An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity pay.

(3) BILINGUAL PAY

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City with such testing to be conducted every five years;
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.
- C. Written Translation of City Materials: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

(4) OVERTIME

Non-exempt employees who work under the regular 8a.m. – 5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request as defined in Article 9, section 9.02 for all hours worked over forty (40) hours in a seven (7) day work period.

Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request as defined in Article 9, section 9.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g. an employee cannot work a twelve-hour shift followed by an overtime shift or more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned shifts).

Overtime offered to bargaining unit employees shall be posted to give members ample time to sign up for the overtime. A senior unit member may bump a junior member, as long as it does not interfere with the senior member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with unit member's assigned shifts).

(5) COMPENSATORY TIME OFF (CTO)

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's Department Head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) CALL BACK

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be compensated as follows:

- A. When the employee is required to physically report for duty, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of three (3) hours compensation for any such "callback."
- B. When the employee is required to perform work by phone or computer, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of one hour. Telephone calls/computer/emails under 15 minutes per day shall be deemed *de minimus*, and employees shall receive no call back or compensation for such work.

(7) HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

Floating holiday hours are credited each July 1st and must be used before June 30th.

Unused floating holiday hours are not to be carried forward.

Employees that work a 5/8 or 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 104 hours of Holiday leave per year, and shall be credited with 52 hours of Holiday leave each January 1st, and an additional 52 hours of Holiday leave each July 1st. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 104 hours of accrued but unused holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1st, have not lowered their accrued Holiday leave to 104 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 104-hour cap. At that time, the employee will receive his/her full 52-hour allotment for that half year. Upon employee's separation from the City, any unused holiday leave shall be compensated at his/her regular rate of pay.

(8) UNIFORM ALLOWANCE

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- A. Except for the Community Preservation Officer, unit members will receive two (2) complete sets of uniforms at time of hire, with two (2) replacements each year, an initial issue of one outdoor jacket with biennial (every even-numbered year) replacements, and an annual uniform allowance of \$300 per year. Clerical staff also receive one casual polo shirt. The Community Preservation Officer will receive five (5) replacement polo shirts per year, and one outdoor jacket with biennial replacements.
- B. Boots/Shoes: Employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.
- C. Uniforms shall consist of:
 - Clerical – Shirt/Casual Polo, skirt or pants, blazer, and vest
 - Police Desk Officer – Shirt, skirt or pants, name tag, tie, tie bar, and belt
 - Community Service Officer – Pants, shirt, jacket, belt and name tag
 - Community Preservation Officer – Polo shirt, and jacket

Uniform/Equipment Allowance shall be paid by separate payroll check semi-annually in the first full non-payroll week after November 15th and May 15th. Worn uniforms may be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

D. Rain Gear: The City shall provide rain gear to employees assigned to work in the rain.

(9) COURT APPEARANCE PAY

Any bargaining unit employee required to appear in court on behalf of the City during off- duty hours, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(10) WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This 5% working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified. This provision will not apply to an employee temporarily assigned to fill a vacant higher-level classification, which shall be governed by "Acting Out of Class" provisions below (i.e., Section 9.05 of SFPCA MOU, Contract No. 2039).

(11) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager's approval, to perform the duties of a higher level classification due to a vacancy or prolonged absence in that higher level classification (e.g. vacation or other leave of absence) shall be paid as follows:

- A. Effective on the fifth consecutive business day of assignment in that higher-level classification, five percent (5%) higher than their current base salary, retroactive to the first day of the assignment.
- B. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification, or 5% higher than their current base salary, whichever is greater, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher-level position, and has completed at least six (6) consecutive months in the higher-level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six (6) consecutive months in that higher-level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours. The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(12) CERTIFICATION PAYS

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes September 1, 2021. For employees who earned any of the certificates listed below, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Personnel Division:

A. POST Certification

- i. **Dispatcher Intermediate:** Employees who hold a Dispatcher Intermediate Certificate from POST shall receive an additional 2.5% above their base salary step.
- ii. **Dispatcher Advanced:** Employees who hold a Dispatcher Advanced Certificate from POST shall receive an additional 2.5% above their base salary step.
- iii. **Records Supervisor:** Employees who hold a Records Supervisor Certificate from POST shall receive an additional 2.5% above their base salary step.

B. **CPR/First Aid/AED Trainer:** Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.

C. **CACEO:** Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.

D. **IAAP:** Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.

E. **IAPE:** Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.

F. **CLETS:** Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.

G. **ATSSA:** Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.

H. **NENA:** Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.

- I. **Building Inspector Pay:** An employee assigned to serve as Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

(13) OTHER BENEFITS

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, and so on, that apply to **Schedule GPD**, please refer to their specific MOU (Contract No. 2039).

C. PART-TIME EMPLOYEES

Salaries and benefits listed here apply to part-time employees assigned to **Schedules H** (regular Hourly employees), **HFE** (Hourly Full-Time Equivalent employees), **HG** (above minimum wage General Hourly employees), and **PFE** (Hourly Police Service employees), respectively, and reflect stipulations in the last MOU.

Schedule PFE shall apply to police service employees, such as Police Cadet, and Police Reserve Officers when activated for active Police Officer duties on an hourly basis. The salaries and benefits for the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) may change depending on the outcome of pending negotiations.

(1) SALARY

The hourly rates shown under **Schedules H, HFE and HG** reflect stipulations in the last MOU (Reso. No. 8271), as follows:

- A. Classifications without Full-time Equivalency (FTE), categorized as **Schedule HG**, and which have salary ranges above the required minimum wage, shall receive an increase in base salary, which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e., SFPEA and SFPCA). Such increases shall be effective on the same date as the classifications with an FTE.
- B. Classifications with Full-Time Equivalency (FTE), categorized as **Schedule HFE**, shall receive the same increase in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.
- C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, **Schedule H**, as per State Law, effective January 1, 2024, salaries currently listed in this Resolution reflect no Cost of Living Adjustment.

(2) VACATION LEAVE

In order to facilitate the transition in methodology from accruals based upon continuous years of employment to accruals based upon actual hours of service, the MOU (Contract No. 1838) stipulates as follows:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and the leave shall be calculated at a rate based upon total hours of City service, as follows:

- A. An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave hours.
- B. An employee with then thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
- C. An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
- D. An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours. Except as otherwise provided hereafter, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap. An employee denied vacation due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap. However, this provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout. For stipulations regarding deposit of previously earned paid leave, please refer to the MOU (Contract No. 1838).

(3) BILINGUAL PAY

The City shall pay a bilingual bonus at the end of each month worked, to unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in

Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one hundred dollars (\$100.00) per month.

(4) UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.

- A. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
- B. The uniforms shall consist of those that the department deems necessary.
- C. All purchases shall be made in accordance with the City's purchasing policy.
- D. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount was one hundred and fifty dollars (\$150.00) for eligible employees in this unit.

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Junior Cadets, Community Preservation Officers, and Maintenance Helpers, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

(5) WORKING OUT OF CLASS

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than the employee's current base salary for the duration of such assignment. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formally approved in writing by the Department head.

(6) OTHER BENEFITS

For other part-time employee benefits, please refer to their MOU (Contract No. 1838).

D. POLICE OFFICERS' ASSOCIATION

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU (Contract No. 2210).

(1) SALARY

The following salary ranges shown under **Schedule P** are consistent with the following provisions negotiated in the last MOU:

- A. Effective on the first day of the first pay period that includes July 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) LONGEVITY PAY

Per Contract No. 2210, Article 6.01(C), effective July 1, 2023, all unit members shall be eligible to receive Longevity pay as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

(3) BILINGUAL PAY

The City shall provide Bilingual Pay of \$46.15 per pay period to employees that satisfy the following conditions:

- A. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- B. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Bilingual Premium.

(4) FIELD TRAINING OFFICER

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) additional six percent (6%) per month above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a) (4) and CCR §571.1(b) (3), Training Premium.

(5) MOTOR OFFICER

The City shall pay any sworn employee whom the department designates as a Motor Officer additional six percent (6%) per month above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a) (4) and CCR §571.1(b) (3), Motorcycle Patrol Premium.

(6) CANINE OFFICER

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of six percent (6%) above his or her base salary. In addition, the City shall pay each canine officer two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

To the extent permitted by law, the six percent (6%) special assignment pay shall be reported to CalPERS as compensation earnable and pensionable compensation

pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Canine Officer/Animal Premium.

(7) DETECTIVES

The City shall provide special assignment pay to any sworn employee who works as a Detective in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Detective Division Premium.

(8) SCHOOL RESOURCE OFFICER

The City shall provide special assignment pay to any sworn employee who works as a School Resource Officer in the amount of six percent (6%) above that employee's base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), D.A.R.E. Premium.

(9) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

To receive Post Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the City's Personnel Office for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- A. Employees with an intermediate POST certificate will receive an additional four percent (4%) above their base salary.
- B. Employees with an Advanced POST certificate and/or a Bachelor of Arts or Science (BA/BS) Degree will receive an additional four percent (4%) above their base salary.
- C. Employees with a Supervisory POST certificate and/or a Master of Arts or Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their base salary.

Employees that were receiving compensation for possession of an Associate's Degree as of January 1, 2012 are "grandfathered" and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an intermediate POST certificate would receive 4% for the Bachelor's, and 4% for the Intermediate POST, for a total of eight percent (8%) above

their base salary. If the employee also had a Master's degree, the employee would receive an additional 2.5%, for a total of 10.5% above his or her base salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR§571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

(10) UNIFORM ALLOWANCE

The City shall provide employees a uniform allowance of \$36.92 each pay period (\$960 per year). Any unit employee that does not have an all-weather jacket as of the effective date of this agreement, shall be issued one as soon as possible. Any new employee shall be issued an all-weather jacket upon hire. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to C.C.R. §571(a)(5), Uniform Allowance.

(11) OVERTIME

Employees shall receive one and one-half (1.5) times their Regular Rate of Pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled

hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all time worked beyond their regularly scheduled hours shall be compensated at one and one-half (1.5) times their Regular Rate of Pay. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed one hundred (100) hours.

Employees who work a 3/12 - 4/12 schedule shall receive one and one-half (1.5) times their Regular Rate of Pay for hours 80.01 through 84 of each bi-weekly pay period, even though they are part of their regularly scheduled hours.

(12) COMPENSATORY TIME OFF

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half (1.5) hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the Fair Labor Standards Act.

(13) CALL BACK COMPENSATION

Any unit employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid call back compensation as follows:

- A. When the employee is required to physically reports for duty, the employee shall receive one and one-half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of three (3) hours.
- B. When the employee is required to performs work by phone or computer, the employee shall receive one and one half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of one (1) hour. Telephone calls under 15 minutes per day shall be deemed *de minimus* and receive no compensation.

(14) ON-CALL/STAND-BY FOR COURT

Employees who, during their off-duty hours, are scheduled to appear in court on behalf of the City shall be paid at one and one-half (1.5) times their Regular Rate of Pay for two (2) hours for the morning session and two (2) hours for the afternoon session.

If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half (1.5) times his/her Regular Rate of Pay, with a minimum of two (2) hours.

(15) COURT APPEARANCE PAY

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1.5) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(16) OUT OF CLASS PAY

Any employee appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out-of-class assignment for more than 960 hours per fiscal year.

(17) PRE-EMPLOYMENT CONTRACT

Any employee hired after July 1, 2008 who voluntarily leaves the City within twenty-four (24) months of accepting employment as a police cadet or police officer, and who obtains employment as a peace officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of the police academy tuition and fees expended on that employee, housing (if applicable due to Academy location), any equipment not returned in good condition, with such repayment not to exceed \$500 per month for each month short of twenty-four (24). Said payments shall not apply to employees who obtained the Basic POST certification prior to obtaining employment with the City. The reimbursement may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in

monthly installments of \$500, or both, at the employee's option.

(18) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their MOU (Contract No. 2210).

E. POLICE MANAGEMENT UNIT

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Commanders, and reflect stipulations in the last approved MOU (Contract No. 2251), effective January 1, 2024.

(1) SALARY

The following salary ranges shown under **Schedule MP** are consistent with the following provisions in Contract No. 2251:

- A. Effective on the first day of the first full pay period beginning after January 1, 2024, the base salary for each represented unit classification shall be increased by four percent (4%).
- B. Effective on the first day of the first full pay period beginning after July 1, 2024, the base salary for each represented unit classification shall be increased by four percent (4%).
- C. Effective on the first day of the first full pay period beginning after July 1, 2025, the base salary for each represented unit classification shall be increased by four percent (5%).
- D. Effective on the first day of the first full pay period beginning after July 1, 2026, the base salary for each represented unit classification shall be increased by four percent (5%).
- E. Effective on the first day of the first full pay period beginning after July 1, 2027, the base salary for each represented unit classification shall be increased by four percent (4%).

If applicable, benefits that are a percentage of base salary shall be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

(2) ANNUAL LEAVE

Employees earn Annual Leave In lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates:

- 160 hours for 1-5 years of City service
- 200 hours for 6-10 year of City service
- 240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee. Unit members may accrue up to four hundred (400) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

Annual Leave Cash Out:

An employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. If however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of cash out. An employee that does not make a specific election by December 31st, will be deemed to have elected the same level of cash out as the preceding year.

(3) MANAGEMENT LEAVE

Management Leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty (100) hours of Management Leave per year each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current hourly rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(4) LONGEVITY PAY

Per Contract No. 2251, Article 6.01, all unit members shall be eligible to receive Longevity pay as follows:

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the base salary step for each employee in this category.
- C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

(5) UNIFORM ALLOWANCE

Uniform allowance for Police Commanders shall be \$960 per year, payable in equal at

one twenty-fourth (1/24) of the annual rate. In addition, the City shall provide employees with one all-weather jacket. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all Classic CalPERS members pursuant to CCR §571(a)(2) and CCR §571.1(a)(5), Uniform Allowance.

(6) OUT OF CLASS PAY

Any unit member appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days, shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(7) CONTRACT DUTY

Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

"Contract Duty" means police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

(8) VEHICLES

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(9) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule MP; please refer to their MOU (Contract No. 2251).

F. NON-SWORN MANAGEMENT EMPLOYEES

Salaries and benefits listed here apply to regular full-time employees designated as non-sworn Management employees (represented by San Fernando Management Group - SFMG) assigned to **Schedule M**, and reflect stipulations in their last MOU (Contract No. 2058).

(1) SALARY

The salaries shown for non-sworn Management (SFMG) employees reflect stipulations from the last negotiated MOU (Contract No. 2058), which expires June 30, 2024. Therefore, there is zero cost of Living Adjustment (COLA) pending conclusion of negotiations.

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual,

etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) ACTING PAY

Employees who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of ten (10) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of \$100.00 per month to employees that satisfy the following conditions:

- i. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a bi-annual written and/or oral testing procedures as selected by the City; and
- ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by his/her Department Head, and approved in writing by the City Manager.

(4) EDUCATION INCENTIVE PAY

Employees who possess a Master's degree or higher in a related field from an accredited educational institution prior to January 1, 2022 shall receive an additional 2% above their base salary step effective the first day of the full pay period that includes January 1, 2022. For employees who earn their Master's degree after January 1, 2022, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of their newly acquired degree to the Personnel Division.

(5) LONGEVITY PAY

Eligible Management employees shall receive longevity pay under the following terms:

- i. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- ii. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.
- iii. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire. Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services

Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

(6) ANNUAL LEAVE

- i. Annual Leave accrual per pay period for all Management employees is as follows: 0 – 4 years of service: 6.15 Hours (160 Hours/Year); 5 – 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- ii. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- iii. Employees may, at his/her discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(7) MANAGEMENT LEAVE

The City shall grant each Management employee 80 hours of Management Leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(8) MILEAGE REIMBURSEMENT

Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) TUITION REIMBURSEMENT

The City shall reimburse Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(10) TECHNOLOGY STIPEND

Effective on the first day of the pay period that includes January 1, 2022, the City will provide employees with \$100 per month as a technology stipend for use of personal

technology for business purposes. Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g. laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

(11) OTHER BENEFITS

For other benefits applicable to Management employees, such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, please refer to their MOU (Contract No. 2058).

G. DEPARTMENT HEADS

Salaries and benefits listed here apply to regular full-time employees designated as Department Heads, assigned to **Schedule DH**, and reflect stipulations in the Council approved Resolution No. 8289 and amendments thereto:

(1) SALARY

For Department Heads, the salary ranges shown under **Schedule DH** reflect the following provisions in Resolution No. 8289:

- A.** Effective on the first day of the first pay period including July 1, 2024, the employee's base salary shall be increased by four percent (4.0%).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) BILINGUAL PAY

The City shall provide Bilingual Pay of \$46.15 per pay period to Department Heads that satisfy the following conditions:

1. Department Head has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by and approved in writing by the City Manager.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Bilingual Premium.

(3) LONGEVITY PAY

Eligible Department Heads shall receive longevity pay under the following terms:

- A. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- B. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.
- C. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(4) ANNUAL LEAVE

- A. Annual Leave accrual per pay period for all Management employees is as follows: 0 – 4 years of service: 6.15 Hours (160 Hours/Year); 5 – 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- B. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- C. Employees may, at his/her discretion, accrue up to four hundred (400) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(5) MANAGEMENT LEAVE

The City shall grant each Department Head 120 hours of Management Leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay.

(6) CAR ALLOWANCE

Department Heads will receive a City-provided vehicle or car allowance of \$400/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(7) TECHNOLOGY REIMBURSEMENT

Department heads may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-

issued phone will not receive the reimbursement.

(8) WELLNESS REIMBURSEMENT

The City shall reimburse certain wellness expenses in an amount not to exceed \$750 each fiscal year. Employees must request reimbursement using a City approved form, and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

(9) OTHER BENEFITS

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the Department Heads, please refer to Resolution Nos. 8289.

H. CITY MANAGER

The salary and benefits listed for the City Manager reflects the negotiated provisions in Contract Nos. 1906 and 1906 (a).

(1) SALARY

The salary shown for the City Manager in this salary schedule reflects a Flat Rate as per the following stipulations in Contract No. 1906:

- A. Effective July 1st of each calendar year, during the term of the Agreement, the City Manager's base salary shall be adjusted by a percentage equal to the annual percentage change to the May Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area.

Per the latest report issued by the U.S. Department of Labor, Bureau of Labor Statistics, the May 2024 CPI is 3.9%.

- B. Effective February 1, 2020, and each July 1st thereafter, the City Manager shall contribute two percent (2%) of his base salary toward the City's CalPERS pension cost until his contribution totals eight percent (8%).

- C. Effective February 1, 2020, the City shall deposit the sum of Five Hundred Dollars (\$500) per month in employee's 457 Deferred Compensation Plan.

(2) MISCELLANEOUS BENEFITS

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 8289 (which established the Salary and Benefits for Department Heads): Annual Leave, Management Leave, Bereavement Leave, Wellness Reimbursement, Holidays, and Automobile Allowance.

(3) OTHER BENEFITS

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the City Manager, please refer to Contract Nos. 1906 and 1906 (a).

I. CITY COUNCIL

In addition to the compensation reported under Section 2 (D), members of the City

Council shall also receive the following benefits:

(1) AUTOMOBILE ALLOWANCE

The City shall provide City Council members with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) MEDICAL, DENTAL AND VISION INSURANCE

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department Heads). However, where a fixed Cafeteria Plan allotment is provided for purchase of medical, dental, and vision insurance, and the Councilmember does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) RETIREMENT

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws for elected officials.

(4) TECHNOLOGY REIMBURSEMENT

City Council members may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) WELLNESS REIMBURSEMENT

The City shall reimburse City Council members up to annual maximum of \$750 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2024, and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be

final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provisions of this Resolution.

SECTION 7: REPEAL

Resolution No. 8244, adopted June 20, 2023, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2024.

PASSED, APPROVED, AND ADOPTED THIS 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City
of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8316, 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

RESOLUTION NO. 8317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE TABLE OF ORGANIZATION FOR THE 2024-2025 FISCAL YEAR, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH

WHEREAS, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year (FY) 2024-2025 Budget on July 1, 2024; and

WHEREAS, the Budget to be adopted for FY 2024-2025 has provisions for various positions and classifications; and

WHEREAS, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

WHEREAS, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number.

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

SECTION 1: That that portion of the said Table of Organization adopted on June 20, 2023, per Resolution No. 8071, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the positions to the departments, divisions and activities as herein designated per attached Exhibit "A".

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 20, 2023, per Resolution No. 8071, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8317, 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

**CITY OF SAN FERNANDO
FY 2024-2025 - TABLE OF ORGANIZATION**

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS (PER WEEK)</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVG NUMBER OF PERSONNEL IN POSITION</u>
<u>CITY MANAGER'S OFFICE</u>			
City Manager	40	1	1
Deputy City Mgr/Economic Development	40	1	1
Assistant to the City Manager	40	1	1
Executive Assistant to the City Manager	40	1	1
Management Intern (P/T)	18.4	0.46	1
TOTAL	178.4	4.46	5
<u>CITY CLERK</u>			
City Clerk	40	1	1
Deputy City Clerk/Management Analyst	40	1	1
TOTAL	80	2.00	2
<u>ADMINISTRATIVE SERVICES</u>			
Director of Administrative Services	40	1	1
Accounting Assistant	40	1	1
Accounting Technician	80	2	2
Senior Accountant	40	1	1
Payroll Technician	40	1	1
Treasurer Assistant	40	1	1
Management Intern (P/T)	18.4	0.46	1
<u>Information Technology Division</u>			
Information Technology System Admin.	40	1	1
<u>Human Resources Division</u>			
Human Resoures & Risk Manager	40	1	1
Human Resources Technician	40	1	1
Human Resources Assistant	40	1	1
Administrative Assistant (P/T)	18.4	0.46	1
TOTAL	476.8	11.92	13
<u>COMMUNITY DEVELOPMENT</u>			
Director of Community Development	40	1	1
Planning Manager	40	1	1
Administrative Assistant	40	1	1
Associate Planner	40	1	1
Community Development Technician	40	1	1
Community Preservation Officer	120	3	3
Community Preservation Officer (P/T)	38	0.95	3
Housing Coordinator	40	1	1
Management Intern (P/T)	18.4	0.46	2
TOTAL	416.4	10.41	14

<u>POLICE</u>			
Chief of Police	40	1	1
Police Commander	80	2	2
Police Sergeant	200	5	5
Police Corporal	200	5	5
Police Officer	880	22	22
Community Service Officer	80	2	2
Management Analyst	40	1	1
Police Desk Officer	280	7	7
Police Executive Assistant	40	1	1
Police Records Administrator	40	1	1
Police Records Specialist	80	2	2
Property Control Officer	40	1	1
Senior Desk Officer	40	1	1
Community Service Officer (P/T)	40	1	1
Crossing Guard (P/T)	40	1	6
Junior Cadet (P/T)	78.4	1.96	4
TOTAL	2198.4	54.96	62
<u>PUBLIC WORKS</u>			
Director of Public Works/City Engineer	40	1	1
Management Analyst	40	1	1
Executive Assistant	40	1	1
Public Works Technician	40	1	1
Public Works Operations Manager	40	1	1
Management Intern (P/T)	18.4	0.46	2
<u>Electrical Division</u>			
City Electrician	40	1	1
<u>Engineering Division</u>			
Civil Engineering Assistant II	80	2	2
<u>Facility Maintenance Division</u>			
Public Works Superintendent	40	1	1
Public Work Supervisor	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	160	4	4
<u>Equipment Maintenance Division</u>			
City Mechanic	40	1	1
<u>Street Services Division</u>			
Public Works Maintenance Worker	160	4	4
Senior Maintenance Worker	40	1	1
Senior Park Maintenance Specialist	40	1	1
Senior Sewer Worker	40	1	1
Senior Tree Care Specialist	40	1	1
Sewer Worker	40	1	1
Public Works Maintenance Helper (P/T)	55.2	1.38	2

<u>PUBLIC WORKS (Continued)</u>			
	<u>Water Services Division</u>		
Water Operations Manager	40	1	1
Water Superintendent	40	1	1
Cross Connection Specialist	40	1	1
Senior Water System Operator	40	1	1
Water System Operator	40	1	1
Senior Water Worker	40	1	1
Water System Supervisor	80	2	2
Water Worker I	40	1	1
Water Worker II	80	2	2
TOTAL	1513.6	37.84	40
<u>RECREATION & COMMUNITY SERVICES</u>			
Director of Rec. & Community Services	40	1	1
Administrative Assistant	40	1	1
Executive Assistant	40	1	1
Rec & Comm Services Supervisor	80	2	2
Rec & Comm Services Coordinator	40	1	1
Social Services Coordinator	40	1	1
Program Specialist	80	2	2
Office Clerk	40	1	1
Management Intern (P/T)	18.4	0.46	1
Office Clerk (P/T)	18.4	0.46	1
Day Camp Counselor (P/T)	280	7	14
Recreation Leader I (P/T)	204	5.1	8.63
Recreation Leader II (P/T)	80	2	2.11
Recreation Leader III (P/T)	51	1.28	2.69
Senior Day Camp Counselor (P/T)	101	2.53	5.06
TOTAL	1,153.20	28.83	44.49
GRAND TOTAL	6016.8	150.42	180.49

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Sergio Ibarra, Human Resources & Risk Manager

Date: July 01, 2024

Subject: Consideration to Approve a Special Services Agreement with Liebert Cassidy Whitmore for Fiscal Year 2024-2025

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Agreement for Special Services (Attachment "A" - Contract No. 2262) with the law firm of Liebert Cassidy Whitmore (LCW) for Fiscal Year (FY) 2024-2025;
- b. Authorize Special Legal Services not to exceed the budgeted amount for Fiscal Year 2024-2025; and
- c. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. Liebert Cassidy Whitmore (LCW) is a law firm specializing in California labor and employment law since 1980. LCW has offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento, and employs 85 staff attorneys.
2. On December 2, 2013, subsequent to a lengthy Request for Proposal process, the City Council approved an Agreement for Special Services with LCW to provide Labor and Employment Legal Services.
3. On or about July of each Fiscal Year since FY 2013-2014, the City Council has approved the renewal of the Agreement for Special Services with LCW respectively.
4. On July 18, 2023, the City Council approved a renewal of the Agreement for Special Services with LCW for FY 2022-2023.

Consideration to Approve a Special Services Agreement with Liebert Cassidy Whitmore for Fiscal Year 2024-2025

Page 2 of 3

ANALYSIS:

LCW has over 40 years of extensive experience representing public agencies in California strictly in the area of employment law and labor relations. The firm is well respected, and currently serves about 80% of California cities, 90% of California counties, 80% of California's community college districts, and numerous special districts and schools.

Over the years, through its San Gabriel Valley Employment Relations Consortium, the firm has provided relevant training on a wide variety of topics to unlimited number of City employees at a reasonable flat fee. In FY 2023-2024, a mixture of half-day and full-day workshops were provided virtually and in-person and approximately 68 employees attended the various trainings.

If approved, the proposed special services agreement will be for one-year, from July 1, 2024 through June 30, 2025, and will include the provision of the following services:

- Five full days of group training workshops for unlimited number of City designated attendees (in-person or via webinars), covering the following employment relations topics: "Finding the Facts: Employee Misconduct & Disciplinary Investigations," "Difficult Conversations," "A Guide to Implementing Public Employee Discipline," "Supervisor's Guide to Public Sector Employment Law," "Moving into the Future: Telecommuting and Remote Work," "Maximizing Performance Through Documentation, Evaluation, and Corrective Action," "Human Resources Academy," "Public Sector Employment Law Update," and "Leaves, Leaves and More Leaves."
- Availability of Attorneys for City to consult by telephone. Questions that the attorneys can answer with limited research or review of documents are covered by this service.
- Monthly newsletter and training materials covering employment relations developments.
- Liebert Library Subscription which includes access to LCW workbooks and sample policies and forms.

LCW will provide the above Consortium training services to the City for a flat fee of \$4,425 if paid on or prior to August 1, 2024. If paid after August 1, 2024, a late fee of \$100 will be added. The flat fee covers the provision of the aforementioned group training workshops and materials to unlimited number of employees, as well as yearlong telephonic consultations with attorneys. Special Labor Attorney Services are billed at the effective rate as outlined in the agreement and shall not exceed the FY 2024-2025 budgeted amount of \$79,375.

Provision of the nine workshops listed above at this flat rate amounts to major savings for the City when compared to the typical cost of offering employee workshops. Typically, a three-hour, half-day group workshop session for one training topic ranges from \$3,500 to \$4,500.

Consideration to Approve a Special Services Agreement with Liebert Cassidy Whitmore for Fiscal Year 2024-2025

Page 3 of 3

This agreement does not include additional services such as representation, litigation, and other employment relations services that may require in-depth research, for which the City will be billed based on the hourly rates for attorney time. LCW's hourly rate ranges from \$270 to \$450 per hour for partners and associates, depending on the specific attorney used.

Approval of the Agreement for the LCW Consortium training and Special Services with LCW is necessary to enable the City take advantage of the special benefits available to all participating member cities of the San Gabriel Valley Employment Relations Consortium, including the nine (9) scheduled workshops, training materials, consultation and related resources.

BUDGET IMPACT:

The flat fee of \$4,425 for LCW Services for the Consortium training is included in the Fiscal Year 2024-2025 Budget (001-133-0000-4270). LCW Labor attorney special services budget for Fiscal Year 2024-2025 is not to exceed \$79,375 (001-112-0000-4270).

CONCLUSION:

Staff recommends that the City Council approve an Agreement for Special Services (Attachment "A" - Contract No. 2262) with the law firm of Liebert Cassidy Whitmore (LCW) for Fiscal Year (FY) 2024-2025; authorize Special Legal Services not to exceed the budgeted amount for Fiscal Year (FY) 2024-2025; and authorize the City Manager to execute the Agreement and all related documents.

ATTACHMENT:

A. Contract No. 2262



6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

June 12, 2024

Sergio Ibarra
Personnel Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: *San Gabriel Valley Employment Relations Consortium*

Dear Mr. Ibarra:

We look forward to another successful year with the San Gabriel Valley Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with Five (5) full days of training, our monthly newsletter and telephone consultation.

Enclosed is an Agreement for Special Services for your signature. Once you sign, a counter-signed contract will be sent to you.

You'll note that the last page gives you the option of subscribing (or renewing) your Liebert Library membership. Library subscription is optional and is included here for your convenience. Once you make a selection, an invoice will be automatically generated for you to download and submit with your payment.

Planning meeting notes were emailed separately, and we will send the 2024-2025 workshop schedule out within the next two months.

Some members have requested information regarding our customized training. We provide training outside of the consortium on a variety of topics, all of which can be customized to include your policies and procedures. The rates vary depending on the presenter. We are willing to provide this customized training for an individual agency or a group of agencies so that the rate can be pro-rated.

If you have any questions about this program or our services, do not hesitate to contact me at (310) 981-2055 or cweldon@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Cynthia S. Weldon
Director of Marketing and Training

Enclosures

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of San Fernando, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the period beginning July 1, 2024 through June 30, 2025, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of Three Thousand Five Hundred Twenty Five Dollars (\$3,525.00) payable in one payment prior August 1, 2024. The fee, if paid after August 1, 2024 will be \$3,625.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Seventy to Four Hundred Fifty Dollars (\$270.00 - \$450.00) per hour for attorney staff, Two Hundred Ninety Dollars (\$290.00) per hour for Labor Relations/HR Consultant and from One Hundred Fifty to One Hundred Eighty-Five Dollars (\$150.00 - \$185.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

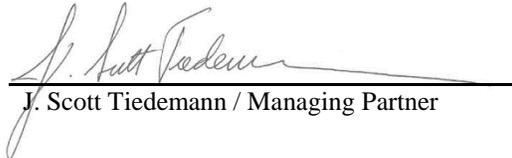
It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is July 1, 2024 through June 30, 2025. The term may be extended for additional periods of time by the written consent of the parties.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF SAN FERNANDO

By: 
J. Scott Tiedemann / Managing Partner

By: _____

Name: Nick Kimball

Date: _____

Title: City Manager

Date: _____



6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

SELECTION OF SERVICES

Sergio Ibarra
Personnel Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

(SA180-10000)

San Gabriel Valley Employment Relations Consortium

Membership: July 1, 2024 through June 30, 2025

Please choose one of the following options and an invoice will automatically be generated for you to download:

ERC Membership	\$3,525.00	<input type="checkbox"/>
ERC Membership w/ Basic Liebert Library Subscription (optional) <i>Basic Subscription provides access to LCW workbooks in digital format. You can search all workbooks, but cannot print or download the books.</i>	\$3,930.00	<input type="checkbox"/>
ERC Membership w/ Premium Liebert Library Subscription (optional) <i>Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, model policies and checklists that can be downloaded and used as templates.</i>	\$4,425.00	<input type="checkbox"/>

For more information about the Liebert Library, please visit www.liebertlibrary.com, or email library@lcwlegal.com.

If ERC Membership paid after August 1, 2024, amount due is \$3,625.00.

Please add an additional \$100.00 to your payment over the amount specified above as a late fee if payment is sent after August 1, 2024.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio Salcedo, Director of Recreation and Community Services

Date: July 1, 2024

Subject: Consideration to Approve a Memorandum of Understanding with the Los Angeles Regional Food Bank for a 2024 Summer Food Service Program, and Approve the Use of the City Seal

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Memorandum of Understanding with the Los Angeles Regional Food Bank for a 2024 Summer Food Service Program (Attachment "A" - Contract No. 2261);
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904 (Attachment "B"); and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. Between 2016 through 2019, the City collaborated with the County of Los Angeles Department of Parks and Recreation (County) to provide a summer lunch program at Recreation Park, as a satellite site for El Cariso Regional County Park.
2. In 2020, the County provided a grab and go lunch program at Recreation Park as part of the County's Covid-19 pandemic response efforts.
3. After 2020, the County ended program collaborations with other cities and is currently only permitted to offer the summer lunch program at County libraries.
4. On April 17, 2023, the City Council approved the establishment of a Food Security Ad Hoc Committee to review and gather information on the need of the community and food

Consideration to Approve a Memorandum of Understanding with the Los Angeles Regional Food Bank for a 2024 Summer Food Service Program and Approve the Use of the City Seal

Page 2 of 3

resources currently available as well as make recommendations to City Council regarding opportunities to expand healthy food access.

5. On April 23, 2024, staff applied for the 2024 Summer Food Service Program through the Los Angeles Regional Food Bank (LARFB) to provide a meal service at Recreation Park.
6. On April 29, 2024, staff was notified that the application for the 2024 Summer Food Service Program was approved.
7. On May 14, 2024, the LARFB conducted a site inspection of Recreation Park. The facility was approved and designated as an “Open” site offering meal services for children ages 1-18.
8. On May 29, 2024, staff attended a mandatory webinar with the LARFB on program procedures and services.

ANALYSIS:

The City has long provided food resources like the Elderly Nutrition Program, congregate and home delivered meals, monthly food distributions, summer lunch programs and Covid-19 pandemic food relief services to the residents of San Fernando and surrounding communities. In addition to direct food resources, the City’s new Business & Community Resource Center (BCRC) offers enrollment assistance for social services like CalFresh, which provide an essential hunger safety net for those who qualify as well as a collaborative effort with Home Again LA.

Recognizing the need for continued food security resources, the City established the Food Security Ad Hoc committee in April 2023. The mission of the Ad Hoc committee is to provide sustainable resources, establish community partnerships, and develop educational initiatives to improve resource distribution. Knowing the importance of the role partnerships play in the success of such programs and services, the Committee identified various agencies like M.E.N.D, North Valley Caring Services, local churches, food pantries and the Los Angeles Regional Food Bank as potential partners for future resources.

Los Angeles Regional Food Bank.

Since 1973, the Los Angeles Regional Food Bank (LARFB) has worked to mobilize resources in the community to alleviate hunger. Their mission is to acquire nutritious food and other products and distribute them to people experiencing nutrition insecurity through their partner agency network and direct programming. The Food Bank also conducts hunger and nutrition education and awareness campaigns to advocate for public policies that benefit the people they serve.

The City has collaborated with the LARFB for many years to provide a monthly food distribution for older adults at Las Palmas Park. In 2023 alone, the LARFB distributed 2,339 food boxes to

Consideration to Approve a Memorandum of Understanding with the Los Angeles Regional Food Bank for a 2024 Summer Food Service Program and Approve the Use of the City Seal

Page 3 of 3

eligible seniors. It was through this existing collaboration that staff was made aware of LARFB's other resources and program, one of which is the Summer Food Service Program (SFSP).

Los Angeles Regional Food Bank Summer Food Service Program.

The Los Angeles Regional Food Bank Summer Food Service Program (LARFB SFSP) provides free breakfast and/or lunch meals to children up to 18 years of age and to persons 19 years of age or older who are mentally or physically disabled and participating in a public or private non-profit school or program for the mentally or physically disabled. The purpose of the program is to fill the nutrition gap when students are not in school and ensure children and teens receive nutritious meals during the summer.

After being notified by the County of Los Angeles about the discontinuation of their summer lunch program at city sites, staff submitted an application to the LARFB for consideration as a partner site for the 2024 Summer Food Service Program. The application was accepted and Recreation Park was inspected and approved as a distribution site for the 2024 summer service. The collaboration will offer free lunch meals, Monday through Friday from 11:00 a.m. to 12:00 p.m., for the public as well as the City's Summer Day Camp program.

BUDGET IMPACT:

The City Council's approval of the Memorandum of Understanding between the City and the Los Angeles Regional Food Bank will not impact the General Fund. LARFB plans to provide the free meal service during regular business and program hours.

CONCLUSION:

It is recommended that the City Council approve the Memorandum of Understanding with the Los Angeles Regional Food Bank to provide a summer food service program, approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904, and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2261 - Memorandum of Understanding with the Los Angeles Regional Food Bank
- B. Resolution No. 6904



SUMMER FOOD SERVICE PROGRAM (SFSP)
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“hereinafter “MOU”) is made and entered into by and between City of San Fernando, (hereafter “Partner Agency”) located at 117 Macneil Street, San Fernando, CA 91340 and the Los Angeles Regional Food Bank (hereafter “Food Bank”) located at 1734 E 41st Place, Los Angeles, CA 90058, each individually, a “Party” and collectively the “Parties.”

The Partner Agency agrees to distribute breakfast meals and/or lunch meals to children up to 18 years of age and to persons 19 years of age or older who are mentally or physically disabled and participating in a public or private non-profit school program for the mentally or physically disabled, in accordance with the established eligibility program requirements of the Summer Food Service Program (“SFSP”) under Title 7, Code of Federal Regulations [“CFR”] Part 225. The mutually agreed upon address for purposes of distribution under this MOU is: San Fernando Recreation Park, 208 Park Avenue, San Fernando, CA 91340.

1. **RESPONSIBILITIES OF THE PARTIES.** Each Party shall be obligated to adhere to its respective responsibilities under this MOU as detailed in “APPENDIX A” which is incorporated by reference herein and may be amended from time to time.

2. **TERM.** This MOU, and all of the terms included therein as well as any appendices attached thereto, shall be effective upon the signatures of both Parties and shall remain in effect unless terminated in accordance with the terms of this MOU.

3. **INDEMNIFICATION.** Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, officers, employees, volunteers, and subcontractors. This indemnity provision survives the Agreement.

4. **INSURANCE.** The Partner Agency shall ensure retention of proper insurance coverages, licenses, and permits needed to operate in accordance with applicable law as required by the State of California, Los Angeles County, and any other government authority, including special requirements related to general liability.

5. **RIGHT TO INSPECT.** At all times during the effective term of this MOU, the Partner Agency agrees to make available any and all accounts and records pertaining to operations under this MOU to the Food Bank or any government entity or statutory authorized person conducting an inspection, review, or audit. The Food

Bank, as well as any government entity or statutorily authorized person, reserves the right to visit and inspect the Partner Agency's location, or location of the distribution site pertaining to this MOU, without prior notice.

6. **INDEPENDENCE OF THE PARTIES.** Neither this MOU nor any other document shall be deemed to create any relationship of agency, partnership or joint venture between the Parties for any purpose. This MOU is not intended to affect the employment relationship that exists between the Partner Agency and its employees, who shall remain employed solely by the Partner Agency and subject to the Partner Agency's exclusive and sole direction and control.

7. **ASSIGNMENT.** The Partner Agency is prohibited from assigning or delegating any of its rights, obligations, duties, responsibilities, or interests contained in this MOU to a third-party without the express written consent of the Food Bank.

8. **AMENDMENT.** This MOU may be amended or modified only pursuant to a written agreement signed by both the Partner Agency and the Food Bank.

9. **ENTIRE AGREEMENT.** This MOU, including any Appendices attached hereto, constitutes the entire agreement between the Parties with respect to this subject matter and supersedes all previous agreements, both oral and written, negotiations, representations, writings and all other communications between the Partner Agency and the Food Bank.

10. **GOVERNING LAW.** This MOU shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of laws principles.

11. **TERMINATION.** Either Party may terminate the MOU at any time for any reason by submitting a written termination letter with a 5-day notice to the other Party. The Partner Agency understands that this distribution arrangement may be temporary in nature and that if the Food Bank elects to terminate this agreement (to discontinue the distribution of SFSP commodities from this site), the Food Bank will provide a 5-day written notice notifying the reason of discontinuance.

12. **DEBARMENT; SUSPENSION.** The Partner Agency affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration. The Partner Agency must comply with 2 CFR Part 180, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the Food Bank.

13. **CIVIL RIGHTS ASSURANCE.** The Partner Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or

activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that they will immediately take measures necessary to effectuate this agreement.

14. **CONFIDENTIALITY.** The Partner Agency shall not disclose individual children’s program eligibility information or any personal identifiable information of any child, parent, guardian, person legally authorized as a representative of the child, or Food Bank staff member (collectively “Confidential Information”) to any third party, unless specifically authorized by statute or other applicable law, without the express written consent of the Food Bank. Furthermore, the Partner Agency shall be responsible for taking reasonable steps to ensure that all Confidential Information is collected, stored, processed, used, maintained, and transferred in a secure manner so as to prevent any unauthorized access to the Confidential Information.

The undersigned acknowledges and agrees to the foregoing:

For “Partner Agency”:

Name: Nick Kimball
Title: City Manager
Agency Name: City of San Fernando
Address: 117 Macneil Street
City, State, Zip Code: San Fernando, CA 91340
Email address: info@sfcity.org
Federal Tax Identification Number:

Date

For “Food Bank”:

Michael Flood
President/CEO
Los Angeles Regional Food Bank
1734 E. 41st Street
Los Angeles, CA 90058
mflood@lafoodbank.org
Federal Tax Identification Number: 95-3135649

Date

APPENDIX A**1. Partner Agency Responsibilities:**

- a. The Partner Agency must remain open for a minimum of 18 operating days;
- b. Perform outreach to the surrounding community (banner, newsletter, social media, flyers) and comply with the 50-participant minimum on a daily basis unless a different minimum was agreed upon;
- c. Provide documentation for the site's most recent pest control prior to the start of the program;
- d. Participate in all site monitoring reviews performed by a Food Bank staff member, a representative from the California Department of Education, and the local health department;
- e. Provide adequate supervision during food service; two (2) staff members for every 25 children. In addition, partner agency shall adjust the number of staffs to be provided based on average daily participation;
- f. Perform background checks on all staff and volunteers 18 years and older that are in direct repetitive contact with the children;
- g. Have at least two (2) staff members attend the Summer Food Service Program (SFSP) webinar training presented by Food Bank staff. One of the staff attendees must be involved with the daily distribution of meals;
- h. Ensure adequate training (administrative, service, and reporting requirements) is provided to all staff operating the program, including staff who may substitute in case of regular staff absence or dismissal;
- i. Post the monthly menu (provided by the Food Bank) and make necessary changes and updates;
- j. Post the site rules provided by the Food Bank in English and Spanish in a visible location during the duration of the food service;
- k. Prominently display the USDA's "Justice for All" poster in a location clearly visible to all participants and comply with all SFSP program requirements;
- l. Report any damaged meals, late meals, no shows for scheduled deliveries, substandard food temperatures, or any other concerns in regards to the food IMMEDIATELY to the Food Bank;
- m. Report any changes in meal times, number of meals delivered, and new days of operation to the Food Bank with a minimum 5-day prior written notice (note: meal count change requests take effect within 72 hours of day requested if the request is made by 12:00 pm, Pacific Standard Time)
- n. Changes to Non-Operational, "Closed" Dates must also be reported at least 10 business days in advance as this must be reported to the state;
 - 1) Open sites who are closed for a field trip must leave a note in a visible location indicating when the site will be open for the next meal service;

- o. Comply with all applicable food safety/handling regulations and guidelines at all times, including but not limited to the following:
 - 1) At least one staff member must be certified in Food Safety (as a Food Handler) and this certified person must be present during the distributions (Example: if a site is open Monday – Thursday, the food safety certified staff must be present each day for the duration of the meal setup and distribution). A copy of the food handlers' certificate must be posted and visible during the entire food service.
 - 2) A clean and sanitary delivery location and distribution is required;
 - 3) Maintain safe food temperatures by keeping milk or other cold items inside a refrigerator or cooler with ice that will maintain food temperatures at 41 degrees or below (if available). If a refrigerator that can keep food under 41 degrees is not available, maintain cold food temps to the best of your ability (closing ice chest or cold cambro lid/door, keeping milk or other cold items away from direct sunlight);
 - 4) For hot meals, ensure entrées are kept above 135 degrees by keeping meals inside the Cambro. Or by reheating the meals 165 degrees when necessary if your site has reheating capabilities.
 - 5) Calibrate thermometer weekly and sanitize after each use; and
 - 6) Adhere to any and all other applicable food safety/handling regulations and guidelines under federal, state, and local law.
- p. Count each child receiving breakfast and or lunch meals at the “Point of Service.” The “Point of Service” count refers to counting at the exact time a child is handed their meal. The State disqualifies meals counted before or after “Point of Service.” Use a clicker or tally sheet to keep accurate “Point of Service” count;
- q. Serve complete reimbursable breakfast and or lunch meals during the entire time of service period allotted, as required by the California Department of Education program rules.
- r. Breakfast and or lunch meals must be served and consumed on-site in a congregate setting with the exception of the “traveling apple” rule.
- s. The LARFB highly encourages the Partner Agency to have drinking water accessible to children.
- t. Submit all required paperwork to the Food Bank by end of day Friday;
- u. Retain program documents, including but not limited to, meal reports, transportation records, temperature logs, and meal modification forms for no less than three (3) years in addition to the then current year in effect.
- v. No sharing of food or other items received from the Food Bank with any other non-profit or religious organization, or any person or party not enrolled or otherwise eligible to receive food under the SFSP, without prior written approval from the Food Bank;
- w. The Partner Agency shall not directly or indirectly sell, exchange, barter, transfer or charge a fee of any kind for food or other items received from the Food Bank;

- x. The Partner Agency shall be required at all times during the duration of the program to maintain strict compliance with and adhere to any and all applicable laws, mandates, and regulations at the federal, state, and local levels pertaining to health and safety in the workplace, including but not limited to, the laws, mandates, and regulations under the California Department of Public Health, Los Angeles County Department of Public Health and the Center for Disease Control (CDC);
- y. During a public health emergency, the Food Bank shall have the right to request for and obtain appropriate documentation from the Partner Agency to certify it's in compliance with the aforementioned applicable laws, mandates, and regulations pertaining to health and safety in the workplace;

2. Food Bank Responsibilities:

- a. Provide the delivery of the SFSP meals and other SFSP food commodities to the Partner Agency at no-cost to the mutually agreed upon distribution address on Page 1 of the MOU;
- b. Conduct eligibility screenings, certification, and enrollment of program;
- c. Provide staff to train representatives of the Partner Agency on program requirements (such as Civil Rights Training) and weekly reporting requirements;
- d. Monitor the Partner Agency for compliance with the terms of this MOU and any applicable regulations pertaining to the SFSP;
- e. Communicate program changes and provide updated program documents to the main contact with the Partner Agency.
- f. Retain copies of program documents for no less than three (3) years in addition to the then current year in effect.
- g. Receive and make meal modification changes such as time of service, meal increases/decreases, cancelations etc. between the vendor, CDE and Partner Agency.
- h. Provide the proper equipment to transport the meals and help meals stay at proper temperature during the meal service.
- i. Provide program supplies such as clicker, thermometers, gloves, apple slicer, orange peeler etc.

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SAN FERNANDO)

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio C. Salcedo, Director of Recreation and Community Services

Date: July 1, 2024

Subject: Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for use of Park Facilities, and Approve the Use of the City Seal

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Non-Exclusive License Agreement (Attachment "A"- Contract No. 2266) with Special Olympics Southern California for use of Las Palmas, Recreation, and Pioneer park facilities;
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904 (Attachment "B"); and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On May 20, 2015, the City and Special Olympics Southern California (SOSC) entered into a Non-exclusive License Agreement to use Las Palmas, Recreation, and Pioneer Park facilities and began a partnership for an adaptive sports program.
2. On July 31, 2018, the agreement between the City and SOSC expired.
3. On January 17, 2019, City staff and SOSC staff met to discuss a recommitment to the collaborative effort that provides Special Olympic style sports to the community.
4. On March 18, 2019, the City Council authorized the City Manager to execute a Non-Exclusive License Agreement with Special Olympics of Southern California for a term of five (5) years.

Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for use of Park Facilities, and Approve the Use of the City Seal

Page 2 of 3

5. On March 18, 2024, the City Council approved a new Non-Exclusive License Agreement with Special Olympics of Southern California for a term of five (5) years. During signature routing, the Vice President of SOSC requested substantive revisions to the agreement packet.

ANALYSIS:

Special Olympics Southern California (SOSC) is a non-profit 501c(3) organization that is well established in the Northeast San Fernando Valley. SOSC partners with agencies like the LA 84 Foundation, Law Enforcement Torch Run, Kaiser Permanente, and Wells Fargo Bank to provide Special Olympic athletes opportunities to excel in sports-related programs.

The City and SOSC began their collaboration in 2015 at which time SOSC provided Olympic type sports training and athletic competition for children and adults with intellectual challenges. The program focused on giving Special Olympic athletes opportunities to develop physical fitness, build social skills and provide family resources. The collaboration between the City and SOSC will continue to work towards the development and implementation of strategic sports programs to address common interests and concerns. The partnership facilitates the exchange of ideas, and the sharing of best practices in the delivery of high quality, cost-effective local sports activities for organized teams associated with the SOSC agency.

The program will target residents of the City of San Fernando, Santa Clarita, and surrounding communities. The sports programming will vary season to season. For the spring and summer months, the sports being offered include track and field, basketball, and Bocce Ball. While in the winter and fall months, soccer, softball, tennis and volleyball will be offered. SOSC will provide all staffing and volunteers to market, develop and implement the sports programs. All programming will be held during normal hours of operation of the Recreation and Community Services (RCS) Department. The RCS Department will schedule park facility use to ensure there is no programming overlap with existing City programs, events, or another long-term Non-exclusive License Agreement.

The partnership provides an opportunity for both the City and SOSC to reach participants who may not otherwise be aware of the programs and services offered by one or the other. The City and SOSC will exchange relevant publications, bulletins and other informational material on a regular basis to further public awareness of the programs and services available to their constituents. The City will encourage individuals with intellectual disabilities to register with SOSC's sports program network. Likewise, SOSC will direct their participants to the City's non-sports programs servicing intellectually challenged people.

Revisions to the Agreement.

In the process of preparing the new agreement with SOSC, staff reviewed the existing agreement and worked with the City Attorney's office to provide a revised draft to the organization for

Consideration to Approve a Non-exclusive License Agreement with Special Olympics Southern California for use of Park Facilities, and Approve the Use of the City Seal

Page 3 of 3

review. Staff received confirmation of the Agreement with no additional revisions from SOSC and proceeded to move forward and present the Agreement to Council for approval on March 18, 2024. City Council approved the Agreement on the consent calendar. Subsequent to City Council approval of the Agreement, SOSC requested additional revisions to the packet that included the omission of a sample waiver of liability, which was determined to be substantive and outside of the City Manager's authority to approve administratively.

Based on the requested revisions by SOSC, the City Attorney revised the Agreement to remove the waiver, as requested, but strengthened the language in Sections 2 and 3 of the Agreement, Liability & Indemnification and Insurance to provide sufficient legal coverage for the City. SOSC agreed to the revisions and the updated Agreement is being presented to City Council for approval.

BUDGET IMPACT:

The City Council's approval of the Non-exclusive License Agreement between the City and SOSC will not impact the General Fund. SOSC plans to host their program within the RSC Department's normal hours of operation. Should SOSC need additional time, a staff fee of \$25 per hour (Recreation Leader I hourly rate) would be assessed to provide coverage.

CONCLUSION:

It is recommended that the City Council authorize the City Manager to execute a Non-exclusive License Agreement with Special Olympics Southern California (SOSC) for use of Las Palmas, Recreation, and Pioneer Park facilities and approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904.

ATTACHMENT:

- A. Contract No. 2266
- B. Resolution No. 6904

**NON-EXCLUSIVE LICENSE AGREEMENT
FOR USE OF CITY OF SAN FERNANDO
PIONEER, RECREATION AND LAS PALMAS PARK FACILITIES**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER PARK, RECREATION PARK, AND LAS PALMAS PARK and (hereinafter, the "Agreement") is made and entered into as of July 1, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the "CITY"), and the SPECIAL OLYMPICS SOUTHERN CALIFORNIA, a non-profit organization (hereinafter, "SOSC"). For the purposes of this Agreement, the CITY and SOSC may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or SOSC interchangeably as appropriate.

RECITALS

WHEREAS, the CITY and SOSC have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the CITY; and

WHEREAS, SOSC is a non-profit organization located within the City of San Fernando; and

WHEREAS, the CITY owns and operates Pioneer Park, located at 828 Harding Avenue, Recreation Park, located at 208 Park Avenue, and Las Palmas Park, located at 505 South Huntington Street, in the City of San Fernando (collectively, "the Facilities"); and

WHEREAS, SOSC wishes to use the Facilities for recreational purposes, specifically, for practices and games for SOSC's participants; and

WHEREAS, SOSC has requested the use of a gym, a baseball field and green space; and

WHEREAS, the CITY is willing to provide access to the requested Facilities, upon the terms, provisions and conditions hereinafter set forth; and

WHEREAS, the terms of this Agreement were approved by the City Council of the City of San Fernando at its Regular Meeting of March 4, 2024.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and SOSC hereby agree as follows:

1. FACILITIES.

1.1. Availability for Special Olympic Use. Except as otherwise provided herein, SOSC shall have a non-exclusive license to use the Facilities for the purposes of conducting practices and games for a period of five (5) years commencing from the Effective Date of this Agreement.

1.2. On a non-exclusive basis, the CITY shall provide SOSC with the use of baseball fields and grass areas located at the Facilities for SOSC sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to during the times set forth in the document entitled "Use Schedule" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Use Schedule"). While using the Facilities, SOSC shall allow the CITY to provide public access to nearby green space and programming without overlap. SOSC's right of access and use to the Facilities shall be non-exclusive and shall at all times be subordinate and subject to the CITY's ownership rights in the Facilities and the underlying real property where the Facilities are located.

1.3. The use of all indoor areas of the Facilities shall be subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. Use of indoor areas of the Facilities shall also be limited to the Facilities regular business hours.

1.4. SOSC will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in **Exhibit "B"**, which is attached hereto and incorporated herein by this reference.

1.5. SOSC will provide the CITY with a practice and game schedule as soon as reasonably possible but in no event later than thirty (30) days prior to initial use Facilities.

1.6. SOSC shall be permitted to hang up SOSC banners and advertisement banners at the Facilities for SOSC purposes as set forth in Banner Program Guidelines in **Exhibit "C"**, which is attached hereto and incorporated herein by this reference. Banners may remain on Facilities for the duration of SOSC seasonal use.

1.7. SOSC shall ensure that the Facilities are properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", which is attached hereto and incorporated herein by this reference.

2. LIABILITY & INDEMNIFICATION.

2.1 SOSC agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of the Facilities and CITY's buildings, grounds or equipment in any way arising out of the use or occupancy thereof by SOSC.

2.2 SOSC shall indemnify, defend and hold harmless the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (collectively, the "City Indemnitees") from and against and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including attorneys fees (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from (i) any injury to persons, including death, or damage to property caused by or relating to SOSC's use of the Facilities or suffered by participants of SOSC activities and events at the Facilities or suffered by SOSC officials, employees and volunteers participating in SOSC activities and events at the Facilities; or (ii) SOSC's negligent acts, errors or omissions in the performance of this Agreement or any uses, activities and events organized by SOSC under this Agreement.

3. INSURANCE.

3.1 Coverage. SOSC shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

- A. SOSC shall obtain and at all relevant times maintain, at its sole cost and expense, a policy of commercial general liability insurance with coverage limits of One Million Dollars (\$1,000,000) per occurrence and aggregate of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY. SOSC shall also obtain and at all relevant times maintain: (i) a policy of umbrella liability coverage with coverage limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate; (ii) a policy of Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000) for non-owned automobiles; and (iii) a policy of workers compensation and employers' liability insurance at State mandated limits.
- B. SOSC agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to SOSC, the CITY may take out the necessary insurance and pay, at SOSC's expense, the premium thereon.

3.2 Certificate. SOSC shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the Facilities.

3.3 Waiver. SOSC waives any and all rights of recovery against the CITY for loss of, or damage to, SOSC's property or the property of others under SOSC's control, where such loss or damage is insured against under any insurance policy in force at the affecting the Facilities, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. TERM OF AGREEMENT. The term of this Agreement and the license rights set forth herein shall be five (5) years, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

5. TERMINATION OF AGREEMENT.

5.1 Termination Without Cause. Either Party may terminate this Agreement without

cause by providing thirty (30) days prior written notice to the other Party.

5.2 Termination with Cause; Events of Default; Breach of Agreement.

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, 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 under Sections 5.2(B) and 5.2(C) 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 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.
- B. SOSC shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of SOSC to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, SOSC may submit a written request for additional time to cure the Event of Default upon a showing that SOSC 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of the 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, SOSC may submit a written request for additional time to cure the Event of Default upon a showing that SOSC 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, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B. ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

- C. The CITY shall cure any Event of Default asserted by SOSC within forty- five (45) calendar days of SOSC'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, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the 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.
- D. The CITY, in its sole and absolute discretion, may also immediately suspend SOSC access and use of the Facilities under this Agreement pending SOSC cure of any Event of Default by giving SOSC written notice of the CITY's intent to suspend SOSC's access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict SOSC's access to portions of the facilities that SOSC would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- E. 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.
- F. The terms and conditions 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 the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to SOSC, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for SOSC's breach of the Agreement or to terminate the Agreement; or
 - iii. The CITY may exercise any other available and lawful right or remedy. SOSC shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event that the CITY is in breach of this Agreement, SOSC's sole remedy shall be the suspension or termination of this Agreement.

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

6. **NONDISCRIMINATION.** SOSC shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. SOSC shall provide the CITY with a copy of its non-discrimination policy prior to any use of the Facilities.

7. **FEES AND CHARGES.**

7.1 Fees.

- A. The CITY will waive all fees for programs held within normal business hours of department operations. SOSC will report back on the number of residents and/or participants served during the sport program.
- B. SOSC shall obtain and maintain, at its sole cost and expense non-profit status as required by State and Federal law.
- C. SOSC agrees to submit to the CITY a map showing the geographical area that comprises its district. The CITY shall provide, upon SOSC's request, a current street map index in order to allow verification of the CITY residency.
- D. SOSC will submit a report to the CITY by the end of each fiscal year containing the following information: 1) the number of participants registered; 2) their ages; 3) the number of teams; 4) any special honors earned; 5) special programs; 6) camps or clinics held; 7) the number of the CITY's residents registered; and 8) the cost of registration. provided by the CITY shall be submitted within ten (10) business days of receipt of the invoice.

7.2 Method of Payment. Payments may be submitted by check made payable to the City of San Fernando.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

9. **NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Organization: Special Olympics Southern California
Attention: Jeff Van Fossen, Assistant Vice President
1600 Forbes Way, Suite 200, Long Beach, CA 90810
Telephone: (562) 502-1145
Email: jfossen@sosc.org

City: City of San Fernando
Attention: Nick Kimball, City Manager
117 Macneil Street, San Fernando, California 91340
Telephone: (818) 898-1202
Email: nkimball@sfcity.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving Party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

10. ATTORNEYS' FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, the Parties agree that the prevailing Party shall be entitled to recover attorney's fees from the opposing Party in any amount determined by the court to be reasonable.

11. MISCELLANEOUS.

11.1 Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and SOSC agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.

11.2 Severability. The CITY and SOSC agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.3 Entire Agreement. The CITY and SOSC agree that this Agreement (together with the documents attached as Exhibits "A"-"E") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF SAN FERNANDO:

SPECIAL OLYMPICS SOUTHERN CALIFORNIA:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

By: _____
Julia Fritz, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

**EXHIBIT "A"
Use Schedule**

Las Palmas Park From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			<ul style="list-style-type: none"> • Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

Recreation Park From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			<ul style="list-style-type: none"> • Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

Pioneer Park From _____ to _____

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Tennis Court			
Key Events			<ul style="list-style-type: none"> • Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

EXHIBIT "B"
RENTAL AND USAGE TERMS

This Agreement covers only those expressly identified activities and uses identified in this Agreement and those Exhibits attached and incorporated thereto. Any other activities shall require an amendment to the Agreement.

1. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facilities or any other CITY-owned property. NO SMOKING is allowed on or in the Facilities or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facilities or any other CITY-owned property at all times.
2. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the Facilities.
3. SOSC shall have a copy of this Agreement available on site at all times.
4. Persons setting up and cleaning up an SOSC event shall arrive no earlier and leave no later than the set time established in the application. A penalty charge will be assessed if arrival is earlier or if departure is later than set time.
5. Persons in attendance shall restrict their activities to those Facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
6. There will be no storage provided. Items/articles CAN NOT BE LEFT PRIOR to the event or AFTER the event (e.g. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
7. Upon the conclusion of the event, the agent and/or the organization must leave the Facilities in the same condition as found. Such condition to be determined by an authorized representative. Failure to comply will result in a damage/cleaning Fee of \$165.00, and a Staff Fee of \$25.00 an hour exceeding the contractual time.
8. SOSC and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
9. SOSC and/or their representatives shall promptly report any deficiencies of the Facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
10. SOSC and/or their representatives shall arrive with sufficient amount of time to inspect the Facilities and allow for repairs.
11. SOSC and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field, filling small divots and dust mopping gym floor. The CITY shall provide cleaning materials and secure means for storage on site.

CONTRACT NO. 2266

EXHIBIT "B"

12. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITY's Public Works Department that same day. The following is the contact information for the main office:

Phone: (818) 898-1290

Hours: Monday - Friday: 9:00 a.m. to 5:00 p.m.

13. Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies, dial 9-1-1.

**EXHIBIT "C"
Banner Program and Advertising Guidelines**

- 1. BANNER PROGRAM GUIDELINES.** Subject to the terms and conditions set forth in this Agreement, SOSC shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facilities (the "banner advertising program"), as more particularly described below.
 - 1.1. Except as otherwise authorized by the CITY in writing, SOSC shall, at its sole cost and expense, furnish all materials and equipment, excluding the CITY park equipment, that may be required for Banner Program under to this Agreement.
 - 1.2. This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
 - 1.3. SOSC shall make all documents, invoices and other records maintained by SOSC in connection with this Agreement available to the CITY for review and audit upon twenty-four (24) advance notice. The CITY may conduct such review and audit at any time during SOSC's regular working hours.
 - 1.4. The CITY shall provide SOSC with all pertinent data, documents and other requested information as is reasonably available for the proper performance of SOSC's services.
 - 1.5. At completion of the season, SOSC shall provide the CITY a summary report of revenues generated from the Banner Program.
 - 1.6. In the event any claim or action is brought against the CITY relating to SOSC's performance in connection with this Agreement, SOSC shall render any reasonable assistance that the CITY may require.
 - 1.7. SOSC shall remove and dispose of all banner advertisements, excluding SOSC's banner advertisements, placed in baseball fields or on the Facilities within ten (10) calendar days of the effective date of termination.
- 2. ADVERTISING GUIDELINES.** The CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facilities are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.
 - 2.1 Unacceptable Advertising. SOSC shall not accept and/or display advertisements:
 - A. That involve tobacco or tobacco related products;
 - B. That involve alcohol or alcohol related products;
 - C. That involve unlawful or illegal goods (including drugs), services or activities;

- D. That involve “junk food” products (for purposes of these guidelines “junk food” means food that is high in calories, fat and/or salt and with low nutritional values);
- E. That relate to an adult business (for purposes of these guidelines “adult business” shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);
- F. That relate to political campaigns or political issues;
- G. That relate to religious issues;
- H. That imply endorsement of any goods, services, or activities by or on the part of the CITY; or
- I. That infringe on any copyright, trade or service mark, title or slogan.

2.2 Violation of Advertising. SOSC shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by the CITY.

2.3 Advertising Guidelines. The CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to SOSC.

3. ADVERTISING SPACE. SOSC shall be responsible for the installation, removal and off-site disposal of banner advertisements. The CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

3.1 Banner Advertisement Placement. SOSC may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	Outfield fences, dugouts, backstops
Recreation Park	1	Outfield fences, dugouts, backstops
Las Palmas Park	1, 2, 3, 4	Outfield fences, dugouts, backstops

3.2 SOSC, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY’s property and shall not be removed by SOSC, unless requested by the CITY. SOSC shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

3.3 Banner Advertisement Dimensions. Excluding the CITY’s banner advertisements, all banner advertisements shall meet the following dimension requirements:

CONTRACT NO. 2266
EXHIBIT "C"

Parks	Location	Maximum Dimensions
Pioneer Recreation Las Palmas	Outfield fences	10ft x 3.5ft
	Dugouts	8ft x 3.5ft
	Bleachers	8ft x 3.5ft
	Tennis court	10ft x 3.5ft

4. **CITY USE OF BANNER ADVERTISEMENT LOCATIONS.** The CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. The CITY shall provide SOSC with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY’s banner advertisement.

5. **BANNER ADVERTISING MATERIALS.** All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short- term removable material.

6. **CHANGE OF BANNER ADVERTISEMENT.** The change out of banner advertisements is SOSC’s sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.

7. **BANNER ADVERTISEMENT MAINTENANCE.** SOSC shall maintain banner advertisements in a clean condition free from dirt or residue.

8. **DAMAGE TO BANNER ADVERTISEMENTS.** The CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. SOSC shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify SOSC via written notice within twenty-four (24) hours of the CITY’s notice of the damaged banner advertisement.
 - 8.1 SOSC shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to the CITY, within three (3) business days after the date of the CITY’s written notice sent either by mail or facsimile to SOSC.

 - 8.2 If the deficiencies are not corrected within three (3) business days from the date of the CITY’s written notice, the CITY may remove the material and bill SOSC accordingly for labor. The CITY shall charge SOSC the standard hourly wage for a CITY Maintenance Worker to remove the material. SOSC shall remit payment to the CITY within thirty (30) business days of receipt of the CITY’s invoice.

 - 8.3 If SOSC fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

CONTRACT NO. 2266

EXHIBIT "C"

- 9. GRAFFITI.** In the event that any banner advertisement is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to SOSC and request SOSC's replacement of the advertisement at no cost to the CITY. SOSC shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. SOSC, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

- 10. REMOVAL OF DATED MATERIALS.** SOSC shall apply an expiration date to the advertising terms for all banner advertisements with dated content. SOSC shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"
Maintenance Schedule

The CITY shall ensure that Facilities are properly maintained daily as set forth in this Maintenance Schedule.

Activity Description	Performed	Notes
Inspect fields/dugouts/etc.	2x per year (pre, mid-season)	To be conducted with city and SOSC's representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs - please refer to Exhibit "B." Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	(pre-season)	Yearly
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre-season)	
50/50 (infields)	1x/year (pre-season)	
Top dress (infields)	1x/year (pre-season)	
Verti-cut/Dethatch/Scalp	1x/year (post-season)	

SOSC shall maintain the Facilities clean while in use, and upon the conclusion of the event, practice or game SOSC must leave the Facilities in the same condition as found.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: July 1, 2024

Subject: Consideration to Award a Contract to Willdan Engineering for Construction Management, Inspection, Labor Compliance and Materials Testing Services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a contract to Willdan Engineering (Attachment “A” – Contract No. 2265) in an amount of \$202,191, for construction management, inspection, labor compliance and materials testing services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019); and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and any related documents.

BACKGROUND:

1. On February 20, 2024, the City Council approved a construction contract (Contract No. 2224) with Alfaro Communications Construction, Inc. for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722 (Project).
2. On April 29, 2024, a Request for Proposal (RFP) (Exhibit “A” to Attachment “A”) for construction management, inspection, labor compliance and materials testing services for the Project was published on the City’s Website; and additionally published in the San Fernando Sun newspaper on May 2, 2024.
3. On May 27, 2024, City staff received four (4) proposals for construction management, inspection, labor compliance and materials testing services.

Consideration to Award a Contract to Willdan Engineering for Construction Management, Inspection, Labor Compliance and Materials Testing Services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)

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4. On June 18, 2024, after a detailed analysis of the four (4) proposals, Public Works staff identified Willdan Engineering’s proposal (Exhibit “B” to Attachment “A”) as the most qualified firm to provide construction management, inspection, labor compliance and materials testing services for the Project.

ANALYSIS:

The State of California Highway Safety Improvement Project (HSIP) is a federal-aid program with the purpose of achieving significant reduction in traffic fatalities and serious injuries on public roads. The Project will help to improve traffic safety for both pedestrians and motorists at nine (9) intersections within the City’s main transportation corridor, specifically along the Metrolink rail corridor. The Project was selected for funding through the HSIP – Cycle 8 grant program.

The nine intersections to be improved include:

- Hubbard Avenue at San Fernando Road
- Hubbard Avenue at Truman Street
- Hubbard Avenue at First Street
- Maclay Avenue at San Fernando Road
- Maclay Avenue at Truman Street
- Maclay Avenue at First Street
- Brand Boulevard at San Fernando Road
- Brand Boulevard at Truman Street
- Wolfskill Street at Truman Street

The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc.

Analysis of Proposals.

A panel of Public Work’s staff analyzed the four proposals submitted to the City based on the following criteria:

- Understanding of project goals and objectives.
- Experience with similar projects.
- Qualifications of project team members.
- Familiarity with state and federal procedures of services.

Consideration to Award a Contract to Willdan Engineering for Construction Management, Inspection, Labor Compliance and Materials Testing Services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)
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Proposals were analyzed and scored without knowledge of each firms’ proposed fee for providing requested services. The fee was submitted along with each proposal, but within a separate sealed envelope that was opened by the panel after analyzing the merits of each proposal.

After analyzing all bids, the panel concurred that both Willdan Engineering and Z & K are equally qualified to provide construction management, inspection, labor compliance and materials testing services for the Project effectively, efficiently and with a high level of professionalism. That said, Willdan Engineering was chosen due to the high number of HSIP specific traffic signal improvements projects worked on by their current team, extensive experience of staff providing grant administration services, their familiarity with Caltrans procedures of services (adopted Caltrans construction manual), and proposing a Disadvantaged Business Enterprise (DBE) goal of 36 percent, more than double of what was proposed by Z & K. Additionally, Willdan proposed a lower overall cost for services than Z & K. Therefore, staff recommends City Council award a Professional Services Agreement based on the proposal submitted by Willdan Engineering (Exhibit “A” to Attachment “A”), which best met all the requirements detailed within the RFP’s scope of work in addition to the DBE provisions required by the California Department of Transportation.

The table below summarizes the proposals received:

RANK	FIRM	PROPOSAL AMOUNT
1	Willdan Engineering	\$202,191
2	Z & K	\$245,485
3	Interwest	\$192,879
4	AESCO	DNP

Project Schedule.

The project will have a procurement period of 180 calendar days for traffic signal poles and equipment manufacturing and delivery. Construction is expected to begin in August 2024 and completion is anticipated by November 2024.

BUDGET IMPACT:

The \$1,674,657 in total funding for the Project is appropriated within the Fiscal Year (FY) 2023-2024 approved budget and will be carried over into the Fiscal Year 2024-2025, pending City Council approval. Of the \$1,674,657 in total funding, \$245,984 has been allocated to obtain construction management, inspection, labor compliance and materials testing services for the Project.

Consideration to Award a Contract to Willdan Engineering for Construction Management, Inspection, Labor Compliance and Materials Testing Services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)
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The following is a breakdown of funding sources and uses:

SOURCES		
Fund	Account Number	Current Allocation
HSIP Grant	010-3686-0562	\$ 1,096,000
HSIP Grant (New)	010-3686-0562	\$ 453,176
Total Grant Funding		\$ 1,549,176
Measure M	024-3210-0562	\$ 30,481
Measure R	012-3210-0562	\$ 95,000
Total City Match		\$ 125,481
Total Sources:		\$ 1,674,657

USES		
Activity	Account Number	Cost
Construction Management/Inspection/Testing/Labor Compliance	010-311-0562-4600	\$ 245,984
Construction	010-311-0562-4600	\$ 1,229,430
Construction Contingency	010/012/024/-311-0562-4600	\$ 122,943
Staff Oversight/Grant Administration	012/024-311-0562-4600	\$ 61,000
Total Uses:		\$ 1,659,357

CONCLUSION:

It is recommended that the City Council approve Contract No. 2265 and authorize the City Manager to make non-substantive changes and execute the agreement and any related documents.

ATTACHMENTS:

- A. Contract No. 2265, including:
 - Exhibit "A": Request for Proposals
 - Exhibit "B": Willdan Engineering's Proposal
 - Exhibit "C": Federal Requirements



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: Willdan Engineering and City of San Fernando)

(Engagement: Construction Management, Inspection, Labor Compliance And Material Testing Services for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019))

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, “Agreement”) is made and entered into this 1st day of July, 2024 (hereinafter, the “Effective Date”) by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, “CITY”) and WILLDAN ENGINEERING, (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 construction management, inspection, labor compliance and material testing services; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of July 1, 2024 under Agenda Item No. ____.

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:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of the CITY entitled “Request For Proposals for Construction Management, Inspection, Labor Compliance and Material Testing Services for Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)”, (hereinafter, “CITY RFP”) and the written proposal of CONSULTANT entitled “Proposal for Construction Management, Inspection, Labor Compliance and Material Testing Services for Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)” (hereinafter, the “CONSULTANT Proposal”) dated May 28, 2024. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term

PROFESSIONAL SERVICES AGREEMENT

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“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 of 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 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, 2025 (the “Completion Date”);
- 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 at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- E. 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 “Cost Proposal” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **TWO HUNDRED TWO THOUSAND ONE HUNDRED NINETY ONE DOLLARS (\$202,191)** (hereinafter, the “Not-to-Exceed Sum”) during the prosecution 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 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 Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2265

Construction Management, Inspection, Labor Compliance And Material Testing Services For Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. Hsipl-5202(019)

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- 1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, CONSULTANT shall 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 compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, 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 PREVAILING WAGES:** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the 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 Work, 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

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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 Kenneth Jones, Management Analyst (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their 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 their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates, Christopher Baca, 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 their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work 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 their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

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

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- 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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with 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 will be completed within seven (7) calendar 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 skillfully, competently and to the highest standards of CONSULTANT's profession.

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- 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 Services 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 Services 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: Mike Bustos, Victor Ayala, and Jane Freij.
- 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 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 to 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.

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- 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 Federal Department of Housing and Urbanization.
- 2.10 FEDERAL PROVISIONS:** When funding for the Services is provided, in whole or in part, by an agency of the federal government, CONSULTANT shall also fully and adequately comply with the provisions included in **Exhibit “C”** (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.
- 2.11 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.
- 2.12 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: Prior to the beginning of and throughout the duration of 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: 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 shall 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.

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.

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- 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 critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy 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. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified 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 CONSULTANT 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.

IV. INDEMNIFICATION

- 4.1** The Parties agree that CITY and 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.

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- 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.
- 4.8** 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 indemnify, 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.
- 4.9** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

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- 4.10** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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

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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 Event of Default 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

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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 or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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 1.4, 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.

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- 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., Section 3789 et seq. and the California False Claims Act, Government Code Section 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:

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CONSULTANT:

Willdan Engineering
 Attn: Christopher Baca
 13191 Crossroads Parkway North, Suite 405
 Industry, CA 91746
 Phone: (562) 364-8198

CITY:

City of San Fernando
 Attn: Public Works Department
 117 Macneil Street
 San Fernando, CA 91340
 Phone: (818) 898-1222

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 contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS:** 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.
- 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 will 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2265

Construction Management, Inspection, Labor Compliance And Material Testing Services For Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. Hsipl-5202(019)

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- 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.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2265

Construction Management, Inspection, Labor Compliance And Material Testing Services For Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. Hsipl-5202(019)

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6.20 FORCE MAJEURE: The Completion Date shall 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, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT’s sole remedy being extension of the Agreement pursuant to this Section.

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

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

WILLDAN ENGINEERING:

By: _____
 Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
 Richard Padilla, City Attorney

Date: _____

City of San Fernando Construction Management RFP

REQUEST FOR PROPOSALS



The Public Works Department is Requesting Proposals for:

**Construction Management, Inspection, Labor
Compliance and Material Testing Services**

**Traffic Signal Modifications - 9 Locations Highway Safety
Improvement Project
Federal Project No. HSIPL-5202(019)**

RELEASE DATE: April 29, 2024

RESPONSE DUE: May 27, 2024

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the City of San Fernando invites sealed proposals from qualified consulting firms to provide the City with construction management, inspection, labor compliance and materials testing services for the **Traffic Signal Modifications- 9 Locations Highway Safety Improvement Project: Federal Project No. Federal Project No. HSIPL-5202(019)**. The City will receive such proposals at the Public Works Department, 117 Macneil Street, San Fernando, California, 91340, UP TO THE HOUR OF **2:00 PM on Monday, May 27, 2024**.

A portion of this project is federally funded with Highway Safety Improvement Program (HSIP) dollars requiring the Consultant to follow all pertinent local, state, Federal laws and regulations. The DBE goal for the Highway Safety Improvement Project is **15%**.

It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of San Fernando prior to this proposal due date and time. Proposals received after the due date and time will not be considered. Proposals shall be mailed, hand-delivered or sent by courier service and shall NOT be sent via email or fax.

The City reserves the right to withdraw the RFP at any time without prior notice. In addition, the City reserves the right to reject any and all proposals without indicating any reasons for such rejection. Furthermore, the City makes no representations that the project will be awarded to any respondent to the RFP.

Proposals shall be submitted in a sealed package and clearly marked with following information, formatted as follows:

SEALED PROPOSAL FOR:

**CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE
AND MATERIALS TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS- 9 LOCATIONS HIGHWAY SAFETY
IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)**

IN THE CITY OF SAN FERNANDO

The sealed proposal package shall include three (3) hard copies and one (1) electronic copy on a flash drive of the Consultant's proposal; the "Fee Proposal" must be submitted in a separate sealed envelope. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date.

In strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

By: _____
Julia Fritz, City Clerk

SECTION ONE: BACKGROUND AND DESCRIPTION

Background

The Traffic Signal Modification Project is located in the City of San Fernando, Los Angeles County. The project will systematically address the City's and community's concerns of traffic safety for motorists and pedestrians traversing nine significant intersections within the City's main transportation corridor which intersect with Metrolink trains. The project is expected to greatly improve traffic safety for both pedestrians and motorist by significantly reducing traffic fatalities and serious injuries at the nine intersections; specifically along the Metrolink rail corridor. The City was awarded a \$1,096.00 grant through the Federal Highway Safety Improvement Program (HSIP), for the construction phase of the project.

The nine intersections include:

- Hubbard Avenue at San Fernando Road
- Hubbard Avenue at Truman Street
- Hubbard Avenue at First Street
- Maclay Avenue at San Fernando Road
- Maclay Avenue at Truman Street
- Maclay Avenue at First Street
- Brand Boulevard at San Fernando Road
- Brand Boulevard at Truman Street
- Wolfskill Street at Truman Street

Description

The work to be completed during project construction includes: installing larger signal heads, additional street lighting, protected left turn phase signals where left turn lanes already exist, the removal and installation of new signal poles, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, and miscellaneous appurtenant work at nine intersections within the City.

Upon completion of all construction, the Contractor shall prepare a complete set of as-built plans showing all deviations from the original plans. City of San Fernando CAD Files (AutoCAD format) containing the original plan set will be provided to the Contractor. The Contractor shall revise these files as described above. The as-built plans must be approved by the City Engineer prior to the final acceptance of the project. CM/Inspector shall confirm as-builts with Contractor.

The construction contract for this project was awarded on February 20, 2024. Once a consultant is selected for the subject construction management, inspection, labor compliance and materials testing services, the pre-construction meeting will be scheduled and the Notice to Proceed will subsequently be issued to both the contractor and consultant. Given that a portion of this project is federally funded, all applicable federal requirements in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) shall apply to the construction management, inspections, labor compliance and materials testing services to be rendered for this HSIP project.

SECTION TWO: SCOPE OF SERVICES

General:

The City of San Fernando is interested in contracting with a Consultant that will conduct and coordinate, specified construction phase tasks, to deliver the Traffic Signals Modification Project on time, at or under budget, and to the City's expected standard of quality, scope, and function.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of San Fernando, included in the sample professional services agreement (Appendix "A").

Services to be Provided:

The Consultant selected shall provide all services to complete construction management, inspection, labor compliance and materials testing services for the Traffic Signals Modification Project.

Specifically, the Consultant selected will be required to complete the following tasks:

Task 1. Construction Management

The construction manager to be assigned shall be responsible to provide construction management activities for the duration of the project and shall perform the following specific functions:

1. Communication
 - Be informed of all project activities and approvals which are required prior to any changes to the project.
 - Coordinate construction activities with the City and the general public.
 - Prepare weekly status reports including statement of working days documenting construction progress, time of completion, delays and time extensions and an estimate of work anticipated to be performed in the upcoming week for the City's review.
 - Coordinate design changes with the design consultant and the City.
 - Coordinate and monitor all project team activity including, but not limited to, the contractor, subcontractors, sub-consultants, field inspectors and regulatory agencies.
 - Coordinate all necessary outreach activities to impacted local businesses and the general public for the duration of the project.
 - Maintain electronic files for the project.

2. Meetings

- Conduct pre-construction meeting and prepare agenda and minutes. Prior to the meeting, review PS&E and agendize potential issues.
- Conduct and lead weekly construction progress meetings (or as frequently as necessary depending on the amount of project activity) and prepare minutes for the project manager's approval.
- Participate in field meetings to resolve field issues. The consultant will be expected to take minutes and document issues, findings and changes resulting from the meetings. Attend various meetings as necessary. Conduct weekly meetings with the project manager. If necessary, meet with the auditor and follow-up on his/her requests and directives as necessary.
- Review contractor's request for information (RFIs) and forward them to the design engineer.
- Review the merits of change orders and furnish a recommendation for the City to approve or deny.

3. Schedule and Budget

- Review the master project schedule at the beginning of the project and work with the contractor to maximize the number of project tasks that can be completed concurrently to the extent possible.
- Ensure all critical path items are completed in a timely manner.
- Keep project on schedule and within budget.
- Routinely review construction progress schedule and contractor's schedule of values.
- Prepare change orders in the standard city format for the Public Works Director's approval.
- Maintain an accounting of construction costs, including approved change orders.
- Review invoices from the contractor and other vendors, make payment recommendations, prepare progress payments and prepare final payment in City's standard format.
- Conduct an independent analysis of extra work to be completed through a Contract Change Order (CCO) to verify that the cost for the extra work is reasonable.
- Anticipate change orders and limit the effect on scheduling and the project budget.
- Manage and coordinate change orders when they occur.

4. Miscellaneous

- Review the project specifications, plans and grant requirements.
- Review and coordinate approval of contractor submittals with the design consultant and City.
- Log, track, and process submittals, Requests for Information (RFI's), Requests for Changes (RFC's), Contract Change Orders (CCO's), field directives, Notices of Potential Claim (NOPC's), Non-Conformance Reports (NCR's) and construction schedules. Interface with City's Engineering Division staff to coordinate the review of submittals and shop drawings and responding to RFIs.
- Monitor all required permits, certificates, and licenses for compliance with local, state and federal laws.
- Routinely review construction files to ensure conformance to approved City standards and good construction management practices.
- Provide memorandum of clearance to issue Notice of Completion.

- Monitor materials documentation and testing results and enforce corrections as necessary.
- Review and respond to all construction correspondence, including requests for clarification, change order requests, etc.
- Coordinate the review and approval of new traffic control plans submitted by the contractor.
- Process all project documentation per City requirements in standard formats.
- Coordinate other project contract and construction management responsibilities as assigned.
- Conduct labor compliance interviews with the contractor's workforce and record information for compliance with Federal requirements.
- Verify and sign contractor's daily extra work reports documenting force account (time and materials) work.
- Certify contractor payroll records for compliance with the higher of either federal Davis-Bacon or State prevailing wage rates.

Task 2. Construction Inspections

The inspector to be assigned to the project shall provide observation of all project activity and shall be responsible for the following specific tasks as well as other tasks as necessary:

- **Communication**
 - Communicate project details with all affected city services, including the San Fernando Police and County Fire Departments, San Fernando Unified School District, Athens Services (street sweeping), Republic Services (refuse), Los Angeles County Metropolitan Transportation Authority, Parking Company of American (City's shuttle service), Los Angeles County Department of Public Works, utility agencies and other providers of services as necessary shall be informed of all project activities by the Consultant.
 - Assist the City in any public outreach efforts.
 - Coordinate the Contractor's field work with affected utility and service related companies, such as Southern California Gas Company, Southern California Edison, City of San Fernando Water and Electric Divisions, City of San Fernando Department of Public Works, Los Angeles County Sanitation District, Athens Services, Republic Services, LA METRO, Parking Company of America, County of Los Angeles Department of Public Work and all other utility companies and agencies affected by the project.
- **Meetings/Inspections**
 - Coordinate all project meetings including, but not limited to, pre-bid, pre-construction, field, progress, public outreach, etc.
 - Coordinate all required project inspections with all affected agencies including, but not limited to, utility companies.
 - Perform daily inspections of work under the project scope.
- **Schedule and Budget**
 - Keep projects on schedule and within budget and minimize change orders.
 - Provide complete measurements of quantities daily and calculations documented to administer progress payments, change orders, extra work, etc.
 - Update construction schedules twice per month in coordination with the contractor.

- Ensure all change orders are pre-approved by the Director of Public Works/ City Engineer.

- Construction
 - Review construction traffic control to ensure compliance with applicable codes and standards, in particular the California Manual of Traffic Control Devices (CAMUTCD).
 - Ensure contractor compliance with all applicable regulatory requirements, particularly with Best Management Practices (BMPs) regarding stormwater management and air quality regulations (i.e., dust control).
 - At the completion of each phase of each project (i.e. concrete improvements, electrical improvements, AC paving, landscaping, etc.), complete and document a field review. Prepare in progress punch lists.
 - Project hours are Mon. – Fri. and may vary based on the approved project schedule.
 - A full-time inspector will be required to be on-site for the duration of daily construction activity, or as deemed necessary by the City.
 - Ensure the project is constructed in accordance with the project plans, specifications and estimate (PS&E) construction documents, City standards, Caltrans Standard Plans and Specifications and Standard Specifications for Public Works Construction (Greenbook).
 - Ensure all construction activities are witnessed.
 - Ensure compliance of Underground Service Alert (USA) notification/delineation and NPDES Best Management Practices (BMPs).
 - Ensure contractor maintains accurate and up-to-date redlined as-constructed drawings.
 - Inspect materials and equipment upon delivery for compliance with the construction contract documents.
 - On each working day, meet with the contractor to review proposed work plan, including specific details that may affect progress. The Consultant shall inform the project manager of any work which may result in a noteworthy impact on the City immediately.
 - Closely monitor compaction, material, concrete cylinder and other necessary testing results and require the contractor to provide corrective measures to achieve compliance as necessary.
 - Maintain copies of all permits needed to construct the project and enforce special requirements of each.
 - Maintain a resident engineer diary and daily inspection report documenting construction activities, methods and equipment used.
 - Substitution of any material shall not be made unless approved by the project manager.
 - Ensure that the contractor is complying with state requirements pertaining to the preservation or restoration of survey monuments, including recordation requirements. This activity includes, but is not limited to, the setting of centerline ties for existing centerline monuments located with no existing ties, replacement of centerline ties disturbed by construction and the resetting of centerline monuments and providing the city with an updated set of centerline tie notes.

- Administrative
 - Complete daily measurements of quantities of work with the contractor and prepare daily inspection reports. At the end of each working day, the inspector and resident engineer must submit the daily reports to the Project Manager via email. The daily reports must be

clear, concise, include a detailed description of the work completed and include a summary of the quantities of pay items completed that day, the percentage completed that day, the cumulative percentages to date, list of equipment used and materials delivered, workers employed, a schedule of the anticipated work to be done that week and any field problems, disputes or claims, settlements, agreements or direction given to the contractor. The daily report form, with which daily reports are submitted, must comply with City and Federal requirements for reporting.

- Color photographs of the jobsite shall be taken prior to and during construction and once immediately following the completion of construction of the project. Electronic files of the photographs taken shall be emailed to the Project Manager on a daily basis or provided to the City on flash drive to be saved on the City's network drive.
- Analyze delays and review claims in a timely manner and make recommendations to the Project Manager as necessary.
- Submit clean sets of plans marked in red for generating corrections on record drawings to be filed with the City upon completion of the project.
- For HSIP Project, the inspector shall conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.

Task 3. Materials Testing

Materials testing shall be provided by a Caltrans-certified laboratory service as a part of the subject professional services. The Consultant shall ensure that the material testing is completed in accordance with the City's QAP (a copy of the city's QAP is included in Appendix "B" for reference) and the contract specifications and shall perform the following requirements and functions:

- Ensure that all materials testing for the project is scheduled, as required, and that all tests are conducted correctly in accordance with the QAP and the project contract documents.
- Coordinate the review and approval of ARHM, AC and PCC mix designs and provide assistance as requested with respect to qualifying the equipment and process of asphalt concrete and PCC production for the contractor prior to construction.
- Provide requested miscellaneous consultation during the project, including discussions with the contractor, to emphasize proper treatment of asphalt concrete materials.
- Ensure the completion of all compaction tests per plan, specifications and regulation per QAP, LAPM and nuclear compaction testing on the day of paving. A certified soil technician must conduct the on-site testing, and a certified lab must conduct all relative and max testing.
- Ensure completion of all other materials testing as required in the project specifications in accordance with the QAP.
- Confirm all traffic signal poles and any other materials consisting of ferrous metals to be furnished and installed by the contractor are manufactured in the U.S.A. in accordance with federal Buy America requirements.

Task 4. Federal Funding Administration

- Comply with all applicable federal requirements in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) shall apply to this HSIP project.
- Prepare progress invoices for HSIP federal funding reimbursement at least every 6 months using

applicable LAPM Exhibit.

- Submit progress invoices to Caltrans DLAE.
- Prepare and compile final invoice and final report of expenditures using the applicable LAPM Exhibits.
- Submit final invoice and final report of expenditure package to the Caltrans DLAE.

Task 5. Labor Compliance

- Review and update federal labor compliance components of project specifications to ensure adherence to current labor regulations and requirements.
- If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
- Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with California Department of Industrial Relations; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists.
- Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
- Verify and document jobsite posting of wage rate information and labor compliance posters.
- Receive and review labor compliance documentation from inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

SECTION THREE: INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. Prospective proposers are encouraged to review the City's Quality Assurance Program (QAP) contained in (Appendix "B") of this RFP as well as the project plans, specifications, and Construction Contractor's bid schedule, provided as an attachment to this RFP (Attachment "A"). In addition, the City will provide all documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected consultant will assume responsibility for all services in its proposal on behalf of the entire project team. The selected consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment for services rendered for this project.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarification shall be made in writing via e-mail to Kenneth Jones (contact information as noted in Section 4.B of this RFP) by or before the "Deadline for Requests for Information" date noted in Section 3.I of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated in Section 3.D.

D. ADDENDA

Any changes in this RFP from the date of release to date of submittal of proposals will result in an addendum or amendment. Notification of such addendum or amendment will be made available to all prospective proposers by email notification.

E. PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

F. CITY'S RIGHT TO REJECT

The City of San Fernando reserves the right to reject any or all submitted proposals, and no representation is made that any contract will be awarded pursuant to the Request for Proposal. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City of San Fernando will provide all documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City of San Fernando shall become the property of the City.

G. PROTESTS

Bid Protests shall be in accordance with San Fernando Municipal Code Section 2-830.

H. PREVAILING WAGES

Since the subject professional services are being funded with federal funds, the successful consultant will be required to pay the higher of either federal Davis-Bacon or state per diem wages on certain crafts, classifications and trades as listed in the federal or state wage determination which will be utilized in the construction management, inspection and

Contractor Registration Program for Labor Compliance, as necessary. Proposers are encouraged to review Section 1.5 of the attached draft sample Professional Services Agreement included in (Appendix “A”) for specific requirements for the payment of prevailing wage rates as they apply to the subject professional services pertaining to this RFP.

I. AWARD SCHEDULE

Release RFP	April 29, 2024
Deadline to submit questions	May 16, 2024
Responses to RFP questions released	May 20, 2024
Deadline to submit proposals	May 27, 2024
Interviews (if necessary)	June 2024
Consultant selection/ Council award	June 17, 2024
Pre-Construction meeting	July 1, 2024 (Tentative)

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Due to the federal funding pertaining to the subject professional services, the successful consultant will be required to comply with all DBE requirements for the HSIP portion of the project by utilizing certified DBE firm(s). The City has established a **DBE participation goal of 15%** for the subject professional consulting services. Prospective proposers are encouraged to review Section 4.C.9 of this RFP for more information regarding DBE requirements on this project. In addition, all proposers will be required to complete and submit the Consultant proposal DBE Commitment Form (LAPM Exhibit 10-01) contained in Exhibit “A” with their respective proposals. If prospective proposers are unable to meet the aforementioned DBE participating goal, the proposer will be required to document that he/she has attempted to solicit DBE subconsultants or vendors to participate in the subject professional consulting services by completing the Proposer/Contractor Good Faith Efforts Form (LAPM Exhibit 15-H) contained in Exhibit “A” and submitting with their respective proposals. The successful consultant will be required to complete the Consultant Contract DBE Commitment Form (LAPM Exhibit 10-02) contained in Exhibit “A” and submit upon execution of the professional services agreement. If your firm meets the required DBE participation goal, there will be no need to submit the LAPM Exhibit 15-H form with your proposal.

SECTION FOUR: SUBMITTAL REQUIREMENTS

A. GENERAL

1. Number of Proposal Copies and signature: Three (3) original hard copies signed by a company official with power to bind the company and one (1) digital copy on a flash drive shall be submitted to the City.
2. Deadline: Proposals are due to the City of San Fernando no later than **2:00 p.m. on Monday May 27, 2024.**

B. Proposal Submittal

The Consultant must submit three (3) originals hard copies of the proposal and one (1) digital copy on a flash drive, and the "Fee Proposal" must be submitted in a separate sealed envelope, **by 2:00 p.m., May 27, 2024** to:

City of San Fernando
Public Works Department
117 Macneil Street,
San Fernando, California, 91340

Proposal shall be enclosed and marked clearly with the following information and formatted as follows:

<p>SEALED PROPOSAL FOR:</p> <p>CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND MATERIALS TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS- 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)</p> <p>IN THE CITY OF SAN FERNANDO</p>

Proposals shall be mailed, hand-delivered or sent by courier service and shall NOT be sent via email or fax. Late proposals will not be accepted.

Consultants who fail to submit a Fee Proposal in a separate sealed envelope will be rejected and disqualified from the selection process.

Questions regarding this Request for Proposals or requests for additional background information may be emailed to Kenneth Jones at Kjones@sfcity.org no later than **5:00 p.m. on Thursday, May 16, 2024**.

C. Proposal Contents

A responsive proposal shall contain the following information in the order listed:

1. Introductory Letter

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City of San Fernando will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of services will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Services, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Services

Proposal shall include a Scope of Services, which details the consultant's approach towards completing the project, work phases, the tasks to be accomplished and the deliverables to be provided, based upon the requested Scope of Services included in this RFP.

6. QA/QC Plan

Provide QA/QC plan to ensure quality control for the duration of the project which shall include maintaining organization and communication over the entire project team and cost.

7. Schedule of Work

The consultant's schedule shall coincide with the construction schedule for this project, which is 75 working days per the project specifications. Although the actual construction schedule for this project is not yet available, the consultant shall provide a prototypical schedule showing the main construction tasks of a project of this nature with approximate timelines of each task along with key milestone dates.

6. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of San Fernando that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

1. Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Appendix "A."
2. The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.
3. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

9. Federal-Aid Provisions

A portion of this project is funded by federal Highway Safety Improvement Program (HSIP) funds and, therefore, shall comply with all Caltrans Local Assistance Procedures Manual (LAPM) and other requirements for a federally-funded project in addition to those of the City of San Fernando.

The following forms, included in Exhibit "A" of this RFP, must be completed in their entirety, signed and included as part of the proposal submittal package unless otherwise indicated:

- Consultant Proposal DBE Commitment (LAPM Exhibit 10-01). **The local agency's current contract DBE Goal is 15%.**
- Consultant Proposal DBE Commitment (LAPM Exhibit 10-02) – not required with proposal

- Consultant Good Faith Effort (LAPM Exhibit 15-H) – **Required only if DBE goal is not achieved.** It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Proposal

The Consultant's fee proposal must be submitted in a separate, sealed envelope. The fee proposal shall be prepared using the sample fee proposal included in Exhibit "B" of this RFP. The fee proposal shall include: a competitive fee which outlines the hours to complete the Scope of Services by task, along with personnel to be involved in the project; with the number of hours by personnel to be assigned by task and hourly rate; as well as the Consultant's direct labor, labor cost, fringe benefits, indirect costs, fee (profit), other direct costs, total other indirect costs and total cost. The fee proposals of the unsuccessful consultant(s) will be returned to said consultant(s) unopened via certified mail at no cost to the consultant.

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

D. Proposal Format

Proposal shall, at a minimum, contain a detailed Scope of Work and be formatted to include the following sections. The basis of consultant selection for this project will be based on the following criteria.

1. Perception Approach

- Project understanding and perception
- Approach to the project including steps to ensure ultimate compliance with objectives of the work, quality and accuracy.

2. Methodology

- Clearly state the methodology to be used in completing the project scope-of-work tasks.
- Provide QA/QC plan to ensure quality control for the duration of the project

3. Key Personnel

This section of the proposal shall be formatted as follows:

- Experience of key personnel, particularly in the areas of managing and inspecting the construction of asphalt and concrete paving, landscaping and irrigation and traffic signal improvements.
- Responsibilities to be assigned
- Subconsultant(s) to be used (if any)
- Resumes of key personnel
- Project organization chart

4. Relevant Experience

The consultant shall include information on similar projects on which similar construction management, materials testing and inspection services were provided. Each sample relevant project shall include the following:

- Title
- Description
- Year completed (or expected if not complete)
- Total cost
- Client/agency name
- Three or more references (include name and contact information)
- Project team staff who worked on the project.

5. Quality/Completeness of Proposal

- Proposal contains all minimum required items and is in the proper format,
- All required forms contained in Exhibits "A" and "B" and addenda (if any) have been completed, signed and submitted with proposal.

6. Budget

- Include a not-to-exceed fee for all work to be completed **in a separate, sealed envelope**. The fee summary shall be prepared as specified in (Section 4.C.10 Cost Proposal) of this RFP.

SECTION FIVE: PROPOSAL REVIEW

A. EVALUATION AND RATING

The criteria for evaluating the proposals submitted will take the following items into consideration and weighted as shown:

- | | |
|---|-----|
| • Understanding of project goals and objectives | 25% |
| • Experience with similar projects | 35% |
| • Qualifications of project team members techniques | 25% |
| • Familiarity with state and federal procedures of services | 15% |

The City will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

Following the evaluation of the proposals, fee negotiations may begin with the highest-ranked proposer. The fee proposal of the highest-ranked proposer will be opened and the fee of the proposer may be negotiated. Should negotiations fail or result in a fee that the City does not consider fair and reasonable based on an independent cost estimate completed for this project by the city, negotiations will be formally terminated and the City will then open the fee proposal of the second highest-ranked proposer and subsequently undertake negotiations with said proposer. If negotiations with the second highest-ranked proposer are not successful, the City will open the fee proposal and undertake negotiations with the third highest-ranked proposer, and so on, until the fee is determined to be fair and reasonable by the City and in-line with the independent cost estimate.

B. SELECTION AND INTERVIEWS

The City may conduct interviews of the three top-ranked proposers. The City will recommend award of the project to the proposer who will best suit the City's needs for this project. The City reserves the right to begin negotiations and enter into an agreement without interviews or further discussions.

The City will not award a contract to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

SECTION SIX: AWARD OF PROJECT

Following the evaluation and rating of the proposals by the proposal review committee, the Director of Public Works/ City Engineer will recommend award of the project to the proposer providing the best quality and value to the City. A purchase order will then be issued to the selected firm.

SECTION SEVEN: IMPLEMENTATION

A. NOTICE TO PROCEED

A formal written Notice to Proceed (NTP) will be issued to the successful consultant after the purchase order has been issued. Before a purchase order can be issued, however, the consultant's insurance must be approved by the City and business license must be obtained by the consultant (if not already acquired).

B. PRE-CON MEETING

The successful consultant along with the construction manager and inspector(s) to be assigned to the project will be required to conduct the pre-construction meeting along with the contractor, City Engineer, Project Manager and other project stake holders to discuss the specifics of the project.

SECTION EIGHT: PUBLIC RECORDS

All responses to the RFP shall become the property of the City of San Fernando and proposals will become public record after the award of the project. Proposer information identified as proprietary information shall be maintained confidential to the extent allowed under the California Public Records Act.

Appendix "A"

Sample Professional Services Agreement



2024

PROFESSIONAL SERVICES AGREEMENT**CONSTRUCTION MANAGEMENT, INSPECTIONS, LABOR COMPLIANCE AND MATERIAL TESTING SERVICES
(CONSULTANT)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **CONSULTANT**, (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 construction management, inspection, labor compliance and material testing services; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 2024 under Agenda Item No. _____.

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:**

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of the CITY entitled "REQUEST FOR PROPOSALS: **Construction Management, Inspection, Labor Compliance and Material Testing Services Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)**", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for- **Construction Management, Inspection, Labor Compliance and Material Testing Services Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)**" (hereinafter, the "CONSULTANT Proposal") dated **DATE OF PROPOSAL**. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"**

PROFESSIONAL SERVICES AGREEMENT**Construction Management Services**Page 2 of 23

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 of 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 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 **COMPLETION DATE** (the "Completion Date");
- 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 at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. 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 "Cost Proposal" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution 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 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 Not-

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to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, CONSULTANT shall 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 compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, 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 PREVAILING WAGES:** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the 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 Work, CONSULTANT will deliver to CITY

PROFESSIONAL SERVICES AGREEMENT**Construction Management Services**Page 4 of 23

immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.**PERFORMANCE OF AGREEMENT**

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their 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 their designee.

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

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work 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 their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

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

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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 Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with 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 will be completed within seven (7) calendar 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 skillfully, competently and to the highest standards of CONSULTANT's profession.

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- 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 Services 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 Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.
- 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 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 to 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.

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- 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 Federal Department of Housing and Urbanization.
- 2.10 FEDERAL PROVISIONS:** When funding for the Services is provided, in whole or in part, by an agency of the federal government, CONSULTANT shall also fully and adequately comply with the provisions included in **Exhibit "C"** (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.
- 2.11 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.
- 2.12 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

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3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of 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: 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 shall 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.

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

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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 critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy 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. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified 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 CONSULTANT 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.

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**IV.
INDEMNIFICATION**

- 4.1** The Parties agree that CITY and 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

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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.

4.8 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 indemnify, 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.

4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the

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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.

- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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

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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 Event of Default 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

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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 or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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 1.4, 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

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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.

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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., Section 3789 et seq. and the California False Claims Act, Government Code Section 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:

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CONSULTANT:

INSERT CONSULTANT NAME

INSERT ADDRESS

Attn: INSERT CONTACT NAME

Phone: INSERT PHONE NUMBER

CITY:

City of San Fernando

117 Macneil Street

San Fernando, CA 91340

Attn: Public Works

Phone: (818) 898-1222

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 contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS:** 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.
- 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the

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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,

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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 shall 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, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

SIGNATURES ON NEXT PAGE

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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

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

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EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

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EXHIBIT "B"
CONSULTANT PROPOSAL

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EXHIBIT "C"
FEDERAL REQUIREMENTS

Appendix "B"

Quality Assurance Program

THE CITY OF SAN FERNANDO

CITY OF SAN FERNANDO QUALITY ASSURANCE PROGRAM (QAP)

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CITY OF SAN FERNANDO

QUALITY ASSURANCE PROGRAM (QAP)

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves.

DEFINITION OF TERMS

To accomplish the above stated purpose, the following terms and definitions will be used:

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- Caltrans Materials Engineering and Testing Services (MET) – Performs IA services for local agencies with Federal-aid projects off the NHS (When Available)
- Proficiency Test – At least once during each calendar year, the IA person should conduct a confirmation test of each Acceptance Test, with a representative sample of soil or aggregate, to verify that the AT tester is proficient in performing the applicable test.

MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures. Examples of a laboratory accreditation letter and certificate of proficiency are provided in Attachments #1 and #2 to this document.

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications. Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. **On all federal aid projects, the testers shall use California Test Methods.** Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #3 "Testing Frequencies" attached at the end of this document. A list of construction items for which a Certificate of Compliance will be accepted in lieu of Acceptance Testing being performed is provided in Attachment #4. Sample Certificates of Compliance are provided in Attachments #5.1 and 5.2.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated. IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests. Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling. When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

At a minimum, acceptance testing reports shall include the project name, date of test, location of test, material tested, test method, contract compliance range, test result, and name of certified tester. A sample "Acceptance Testing Record" is provided in Attachment #6 to this document.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request", see Exhibit 16-W of the LAPM, to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #6 to this document. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #6 to this document. Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all

sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" (LAPM Exhibit 17-G) shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. For an example, see Attachment #7 to this document.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.3 "Maintaining Project Records" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Attachment #5 to this document, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing. An Example Log Summary is provided in Attachment #8 to this document.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: 
(Signature)

71932 – 12/31/2023
(CE# and Expiration Date)

NAME: Matthew Baumgardner, PE

DATE: 12/13/22

TITLE: Director of Public Works





Attachment #1 - Example of a Laboratory Accreditation Letter

This is to certify that on August 10, 2007, I inspected the City of Maintown's testing laboratory at 1500 Main Street, Maintown, California. I hereby certify that this laboratory is accredited to perform acceptance testing for all City of Maintown projects from August 10, 2007 to August 10, 2008.

The laboratory samplers and testers all had current Certificates of Proficiency records. The laboratory was clean and equipped with adequate safety items (a plastic shield on their compression machine, a nearby emergency shower, two fire extinguishers and a first-aid kit). All testing equipment inspected conformed to the requirements noted in their updated California Test manual. In addition, calibration stickers were firmly affixed to all scales and testing equipment. All calibration stickers had dates on or after July 1, 2007.

The laboratory also had a QAP that was approved by the City of Maintown in 2007. The City of Maintown regularly participates in Caltrans Reference Samples Program and achieved ratings of 3 (or better) on the tests they normally perform.

Printed Name of IA Person: Mary Harrington
City of Maintown

Signature of IA Person: Mary Harrington

Date Signed: August 10, 2007



**Attachment #2 - Example of a Certificate of Proficiency
(Acceptance Sampler and Tester)**

This is to certify that Harry J. Jones is a consultant for XYZ Construction Company in Midtown, CA. He has been evaluated by the City of Midtown and is shown to be fully qualified to perform the following tests:

<u>Standard Test Method</u>	<u>Date Certified</u>	<u>Recertification Date</u>
CT 125 – Sampling Materials	4/07	4/10
CT 202 – Sieve Analysis	4/07	4/10
CT 217 – Sand Equivalent	4/07	4/10
CT 227 – Cleanness Value	4/07	4/10
CT 375 – Relative Compaction (AC)	4/07	4/10
CT 504 – Air Content (PCC)	4/07	4/10
CT 518 – Unit Weight (PCC)	4/07	4/10
CT 533 – Penetration (PCC)	4/07	4/10

Issued By: Mary Harrington
(Printed Name)
IA Person for the City of Midtown

Signed By: Mary Harrington
(Signature)
IA Person for the City of Midtown

Date Issued: April 15, 2007
(Date)

Note: This certificate is valid until April 15, 2010, provided the acceptance sampler and tester successfully:

1. Maintains test equipment in good working condition and has current calibration stickers.
2. Passes all witness tests, and
3. Achieves acceptable split sample test results, as noted in the City of Midtown’s approved QAP.

Attachment #3 - Testing Frequencies

Sampling and Testing Frequency Table for projects OFF the SHS			
EARTHWORK AND SUBGRADE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Moisture Content	CTM 226	Per material type, as needed	Project Site, Lab Test
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 5,000 square feet under vehicle traveled way and shoulder, minimum of two per day 1 minimum test for 300 linear foot under sidewalk, minimum of two per day	Top 8" of Subgrade Random locations as determined by the Engineer in place after compaction.
AGGREGATE BASES AND SUBBASES, IMPORTED BORROW			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CTM 202	1 minimum test per material source (on Projects with 500 cubic yards, or more)	Sample from site stockpile/plant prior
R-Value	CTM 301		
Sand Equivalent	CTM 217		
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 5,000 square feet, minimum of 2 per day	Random locations as determined by the Engineer in place after compaction.
STRUCTURE BACKFILL, SELECT BACKFILL			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CTM 202	1 minimum test per material source	Sample from site stockpile/plant prior
R-Value	CTM 301		
Sand Equivalent	CTM 217		
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 2 vertical lifts of placement	Random locations as determined by the Engineer in place after compaction.
PORTLAND CEMENT CONCRETE*			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CTM 533	1 per mix design	Sample from Truck/Project Site
Compressive Strength	CTM 539/540	1 set per mix design	
Air Content	CTM 504	Once per Project per mix design (on Projects with 500 cubic yards, or more)	
Unit Weight	CTM 518	Once per Project per mix design (on Projects with 500 cubic yards, or more)	

*For mixes 3,000 psi or greater testing shall be as specified by this table. Concrete mixes under 3,000 psi will comply by submitting a certificate of compliance.

Attachment #3 - Testing Frequencies (continued)

PORTLAND CEMENT CONCRETE (PCC) – STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS			
COARSE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		
FINE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		
WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders/Compressive Strength	CT 539/540	1 min. set of 5 per day per mix; If bridge, 1 min. set per separate pour of abutment/pier/deck.	
SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/231	1 min. test per 5,000 sq ft under vehicle traveled way and shoulder. 1 min. test Per 300 linear foot under sidewalk. With approval from the Engineer, technician/inspector may verify firm and unyielding conditions with a probe in lieu of testing.	Random locations as determined by the Engineer in place after compaction.
CEMENT TREATMENT			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Gradation Of Pulverized Material	ASTM C136	1 per day	Project Site, Lab Test
Density and Moisture Relationship	ASTM D1557	Per material type, as needed	Project Site
Relative Compaction	ASTM D1556 or D6938	1 test per lane per 250 feet	Random Sampling per ASTM D3665
Moisture Content	ASTM D1556 or D6938	1 test per lane per 250 feet	Random Sampling per ASTM D3665
Thickness	ASTM C174	Periodically	Surface
Cement Application	Pan Test	Periodically	Surface

Attachment #3 - Testing Frequencies (continued)

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve Analysis)	CTM 202	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	At Plant Per CT 125 (a)
Sand Equivalent	CTM 217		
Asphalt Binder Content	CTM 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b)	1 test per every 10,000 square feet (minimum of two per day), or as directed by the Engineer. (b)	Random Locations Per CT 375 (c)
	CTM 375 or ASTM D2950		
Theoretical Maximum Specific Gravity and Density (Rice)	CTM 309	Once per Project	Plant/Lab Test
HMA Moisture Content	CTM 226 or CTM 370	1 per day during production/placement of at least 300 tons per day	Loose Mix Behind Paver Per CT 125
Stabilometer Value	CTM 366		
Smoothness	10-foot straightedge	As necessary to confirm contract compliance.	Final Pavement Surface
ASPHALT RUBBER HOT MIX (ARHM)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Gradation	CTM 202	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	Plant
Binder Content	CTM 382	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	Plant
Air Voids	CTM 367	Once per Project	Plant/Lab Test
Stabilometer Value (d)	CTM 304/366	Once per Project	Plant/Lab Test
Smoothness	10-foot straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

Attachment #3 - Testing Frequencies (continued)

ASPHALT RUBBER HOT MIX (ARHM) - CONTINUED			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Theoretical Maximum Specific Gravity and Density (Rice)	CTM 309/375	Once per Project	Plant/Lab Test
Gauge Correlation	CTM 304/375	Once per Project	Project Site
Nuclear Gauge Relative Compaction	CTM 304/375	1 test per every 5,000 square feet (minimum of two per day), or as directed by the Engineer. (b)	Project Site

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source

Attachment #4 - Construction Material Accepted By Certificate Of Compliance

Lot numbers shall be identified on the certificate for materials that are previously manufactured. Such materials shipped to the project shall have identifying lot numbers on documentation with the shipment such that correspondence can be easily established. Records establishing proper correspondence must be maintained for project construction files.

Certificates of Compliance will be accepted in lieu of testing for the following manufactured materials:

- Portland Cement, Mineral Admixtures, and Chemical Admixtures
- Concrete Fine Aggregate (Sand Equivalent)
- Concrete Coarse Aggregate (Cleanness Value)
- Aggregate Base
- Minor Concrete (less than 3,000 psi 28-day compressive strength)
- Paving Asphalt (oil)
- Liquid Asphalt
- Asphaltic Emulsions
- Latex
- Hot Mix Asphalt (Quantities Less than 10 tons)
- Crumb Rubber Modifier
- Soil Amendment
- Fiber
- Mulch
- Stabilizing Emulsion
- Plastic Pipe
- Cement
- Fly Ash
- Pozzolans
- Lime
- Joint Sealant
- Curing Compound
- Reinforcing Steel
- Structural Timber and Lumber
- Treated Timber and Lumber
- Timber and Lumber
- Culvert and Drainage Pipe Joints
- Reinforced Concrete Pipe
- Corrugated Steel Pipe and Corrugated Steel Pipe Arches
- Structural Metal Plate Pipe Arches and Pipe Arches
- Perforated Steel Pipe
- Polyvinyl Chloride Pipe, Polypropylene Pipe, and Polyethylene Tubing
- Materials Used in Sewers
- Engineering Geosynthetics
- Structural Steel Products, Rivets, Bolts, Pins
- Structural Aluminum Products
- Gray Iron and Ductile Iron Castings
- Gray Cast Iron Castings
- Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
- Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
- Metal Target Plates
- Electrical Conductors
- Electrical Components
- Waterstop
- Striping Materials (Traffic Paint, Thermoplastic, Markers, Glass Beads)
- Precast Reinforced Concrete Boxes
- LED Signal Modules
- LED Pedestrian Signal Modules



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Attachment #5.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
 MR-0543 (REV. 5/03) #CT-7541-0020-2

PRECAST CONCRETE PRODUCTS OR **SOUNDWALL**

TO: **BILL SYNDER**
STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND XYZ CEMENT CO.	MILL LOCATION MIDLAND, CALIFORNIA
TYPE II MODIFIED	
CHEMICAL ADMIXTURE	
1. BRAND ABC ADMIXTURE	MANUFACTURER XYZ SUPPLIER
TYPE WATER REDUCER	
2. BRAND	MANUFACTURER
TYPE	
<input type="checkbox"/> CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED	
MINERAL ADMIXTURE	
MANUFACTURER POZZ. INC.	CLASS F
<input type="checkbox"/> CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED	
DELIVERY DATE (Ready-Mix) 7/7/07	DATES OF FABRICATION (Precast)
<small>LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and fin. h. of pipe, etc., delivery slip numbers for ready-mix.)</small>	
Portland Cement Flyash Water Reducer	
MANUFACTURER OF CONCRETE PRODUCTS A.E.B. READY MIX	
By: AUTHORIZED REPRESENTATIVE SIGNATURE Joe Anderson	
FM 83 T&S	OSP 01 58634

Original to Rec. Engr. Retain Duplicate.



**Attachment #5.2 - Example of a Certificate of Compliance for
Portland Cement (continued)**

This is to certify that the

Portland Cement

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

<u>Local Agency Project No.</u> <u>HP21L - 5055 - 111</u>	<i>Albert Howakowa</i> Quality Assurance Engineer ABC Cement Company
--	--

Date: 07/07/07



Attachment #6 - Example of an Acceptance Testing Record

Material Tested: Fresh Concrete

Location of Test: Station 100 + 50 (50 feet right of centerline)

Type of Work: Retaining Wall Foundation

Date	Test Number	Description of Test	Test Results	Specification
07/07/07	CT 504	Air Content	4.2%	4.0% Minimum
07/07/07	CT 533	Ball Penetration	1.5 in.	0.5 to 2.0 in.

Printed Name of Acceptance Tester: Bill Johnson

Company: ABC Engineering Company (Middletown, CA)

Date: 07/07/07

Note: An air content test was recommended because the foundation elevation was over 5,000 feet.



**Attachment #7 - Examples of Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion
of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

See the attachment (next page)

**Attachment #8 - Example of a Log Summary Sheet****Subgrade Materials**

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanness Value,
CT 231 = Compaction (Nuclear Gage)



Attachment #8 (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
7/10/07	339	1+ 00 (10' R)	103.00	0.08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value

CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
9/25/07	504	10+ 50 (50' R)	102.50	6.5%	>6.0%	Passed	N/A
9/25/07	533	12+ 50 (50' R)	102.50	1.5"	<2"	Passed	N/A
9/25/07	518	11+ 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10+ 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11+ 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12+ 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength,

CT 533 = Ball Penetration



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Attachment #8 (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

July 4, 2007
Date

EXHIBIT "A"
FEDERAL REQUIREMENTS

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 15.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant's executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 1. Click on the link titled Disadvantaged Business Enterprise;
 2. Click on Search for a DBE Firm link;
 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: CITY OF SAN FERNANDO 2. Contract DBE Goal: 15%
 3. Project Description: Construction management, inspection, labor compliance and materials testing services.
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number: <u>CIP 0562</u> 18. Federal-Aid Project Number: <u>HSIPL-5202(019)</u> _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature <u>Kenneth Jones</u>	22. Date <u>818-898-1222</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date 14. Preparer's Name _____ 15. Phone 16. Preparer's Title _____	
23. Local Agency Representative's Name <u>Management Analyst</u>	24. Phone _____	_____	
25. Local Agency Representative's Title _____	_____	_____	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: CITY OF SAN FERNANDO 2. Contract DBE Goal: 15%
 3. Project Description: Construction management, inspection, labor compliance and materials testing services.
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: <u>CIP 0562</u>	14. TOTAL CLAIMED DBE PARTICIPATION		%
21. Federal-Aid Project Number: <u>HSIPL-5202(019)</u>			22. Contract Execution Date: _____
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
<u>Kenneth Jones</u>	<u>818-898-1222</u>	17. Preparer's Name	18. Phone
25. Local Agency Representative's Name	26. Phone	19. Preparer's Title	
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 05/27/2024 PE/CE

Federal-aid Project No(s) HSIPL-5202(019) Bid Opening Date 05/27/2024 CON

The CITY OF SAN FERNANDO established a Disadvantaged Business Enterprise (DBE) goal of 15.0% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT "B"
COMPENSATION

Exhibit "B"

Sample Fee Proposal

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

TASK / CLASSIFICATION	Construction Manager	Construction Inspector	Labor Compliance Officer	Federal Funding Admin	Materials Testing	TOTAL COST
HOURLY RATE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Preconstruction Services						
Construction Services						
Post Construction Services						
TOTALS						

LABOR COST

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

FRINGE BENEFITS

- d) Fringe Benefits (Rate:_%)
- e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate:_____%)
- g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative
- i) Gen & Admin (c) x (h) \$ _____ (Rate:_%)
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____

FEE (Profit)

- q) (Rate: %)
- k) **TOTAL FIXED PROFIT** [(c) + (j) x (q)] \$ _____

OTHER DIRECT COSTS (ODC)

- | Description | Unit(s) | Unit Cost | Total |
|---|---------|-----------|----------|
| l) Travel/Mileage Costs (supported by consultant actual costs) | _____ | \$ _____ | \$ _____ |
| m) Equipment Rental and Supplies (itemize) | _____ | \$ _____ | \$ _____ |
| n) Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc. | _____ | \$ _____ | \$ _____ |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant \$ _____ \$ _____ estimate for each subconsultant) _____ | | | |
| p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ _____ | | | |

TOTAL COST [(c) + (j) + (k) + (p)] \$ _____

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the same trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

SAMPLE COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ **Contract Amount \$** _____ **Date** _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
		Fee	= %

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____ \$ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CITY OF SAN FERNANDO

CALIFORNIA

Proposal

Construction Management, Inspection, Labor Compliance and Material Testing Services

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)

May 28, 2024





May 28, 2024

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340

Subject: Proposal for Construction Management, Inspection, Labor Compliance and Material Testing Services – Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019)

Willdan Engineering (Willdan) is especially qualified to provide construction management and inspection services for federally funded Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019) for the City of San Fernando. Our firm has over 60 years of experience providing similar services to client cities and districts throughout California.

As a municipal consulting firm, we are aware of the City's needs and desires in undertaking a project of this type. Willdan's personnel are experienced in working as an integral part of agency staff and, therefore, are familiar with municipal standards, guidelines, and procedures. This knowledge and experience will allow Willdan to be most responsive to your requirements. **As a multidisciplinary firm, we have a full complement of resources under one roof to provide thorough turn-key construction management and inspection services to the City of San Fernando.**

While we have aimed to showcase our exceptional skillset throughout this proposal, a few highlights are presented below which identify how Willdan is uniquely qualified to meet the City of San Fernando's needs:



Knowledge of the City: Willdan is currently provided on-call construction management and inspection services to the City of San Fernando. We have previously provided planning staff services, traffic engineering, engineering design, and many other professional engineering services to the City. Through these services, we developed a keen understanding of the City's municipal goals and objectives.



Local Area Experience: Willdan is currently providing similar services to a wealth of clients in the LA area and across California. We have made it our mission to understand the specific needs of each jurisdiction we serve, and tailor our company resources to meet those specific needs. A full staff of construction manager and inspectors be readily available to the City.



Exceptional Customer Services: Our business approach to customer service continually yields satisfied clients. Likewise, with a goal of customized care and efficient public relations, our building Professionals are directly placed in positions best suited to their specific expertise.

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Team of Professionals: We have assembled a team of professionals who are committed to providing the City with top-quality service. In addition to our well experienced public works observation staff, Willdan has a large pool of qualified construction managers that have a wide range of experience with public works projects. **We are dedicated to providing the City with reliable engineering, construction, and consulting services and have earned a reputation as a problem solver across a wide range of client interests.**

Willdan is in receipt of Addendum No. 1, dated May 1, 2024, and Addendum No. 2, dated May 20, 2024.

We are confident that our construction engineering services, coupled with our related public agency experience, provide the best advantage for the City as you take on this important project. If there are any questions regarding this submittal or our qualifications, please contact Mr. Baca at (562) 364-8198 or by email at cbaca@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

A handwritten signature in blue ink that reads "Chris Baca". The signature is fluid and cursive.

Chris Baca, RCI, CESSWI
Director of Construction Management and Inspection Services

910005/WW.00.40/P24-179_26298



City of San Fernando

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Executive Summary

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through our subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified capabilities. Willdan provides civil, special district, and structural engineering; planning; financial and economic consulting; geology and geotechnical engineering; environmental health and safety; and energy efficiency solutions services. *Willdan specializes in solutions tailored to the unique needs of municipalities and other local government agencies.* Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.



Construction Engineering Services

Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, geotechnical engineering and material testing, grant funding administration and compliance, labor compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.

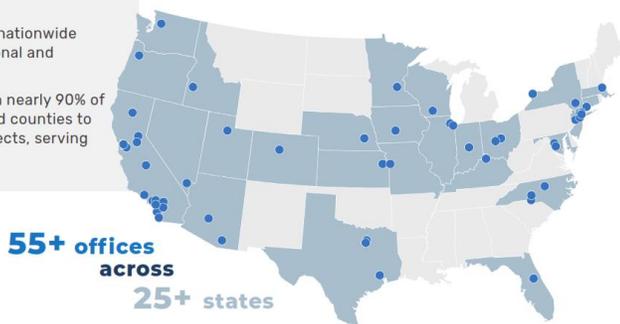
Our resident engineers, construction managers, construction observers, geotechnical engineers, labor compliance officers, and support staff offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity.

These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project

ABOUT WILLDAN

Willdan is a leading, nationwide provider of professional and consulting services.

We have worked with nearly 90% of California's cities and counties to deliver 13,000+ projects, serving over 3,400 clients.



**Willdan Engineering
at a glance**

Local Office
13191 Crossroads Parkway North
Suite 405
Industry, CA 91746
Tel: (562) 908-6200
Fax: (562) 695-2120
Email: info@willdan.com

Construction Engineering Services

- Construction Management
- Resident Engineering
- Construction Administration
- Construction Inspection
- Public Outreach
- Bidding Assistance
- Claims Review and Investigation
- Labor Compliance
- Grant Administration
- Material Testing and Inspection

Expertise

- 60+ Years of Construction Management Experience
- Over 100 Successful Caltrans Audits
- LAPM Adopted as part of our internal QA/QC

Resources

- 55+ offices across 25+ States
- Complete Construction Management Services In-House
- Key Staff with a collective 160 years' experience
- Pool of 40+ Inspectors to assist the City

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plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided.

Program Objective

Willdan will be the City's single point of contact and be the responsible party representing the City with the Contractor. Our Project Managers act as the main point of contact for the City and will communicate with City staff regularly to establish constant communication throughout the construction process.

Labor Compliance Services



Willdan has provided Labor Compliance services for over 30 years. Our team can assist the City in compliance with applicable Federal, State, County, and local labor laws. Our labor compliance staff members have completed monitoring and enforcement assignments for public agencies throughout California. Of particular note is our expertise and experience with local Southern California cities such as Highland, Pomona, South Pasadena, Downey, El Monte, Hawaiian

Gardens, Inglewood, La Puente, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, Venice Beach, and Whittier. Willdan's Labor Compliance Management process has been perfected through continual reviews and updates. It maximizes efficiency and minimizes costs while optimizing client comfort. We provide contractor support by phone and email to insure a smooth process throughout the project.



Consultant Information, Qualifications & Experience

The clients Willdan has chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City to contact these references. We are confident they will confirm that Willdan is the ideal candidate to assist the City in fulfilling their construction management and inspection needs. Willdan will be happy to furnish additional references upon request by the City.

City of San Fernando Experience

Willdan is currently contracting with the City of San Fernando for construction management services. Previously, Willdan provided environmental; planning; civil and traffic engineering designs, studies, and surveys; City program updating; and staff augmentation services to the City for such projects as:

- ✓ Water Quality Services FY 2023-2024
- ✓ Arroyo at 8th Traffic Signal Modification
- ✓ Arroyo Avenue Sidewalk Improvements
- ✓ Construction Management Pacoima Wash ATPL5202(020)
- ✓ Pedestrian Fence – Glenoaks Bridge

Project Experience

Willdan has been providing the exact same services required for the City's on-call construction management and inspection services throughout our 60-year history.



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More importantly approximately 98 percent of our proposed team members have worked together at various times on similar projects and successfully completed these projects. Thus, the City's project benefits by having a more cohesive team.

In the project descriptions immediately following the matrix, Willdan demonstrates our recent construction management and inspection experience with on-call services, specific street improvement and rehabilitation projects, traffic signal installations, and various other types of CIP improvement projects. The projects we have chosen to highlight encompass the same project scope features as the City's needs. These services are illustrated in the matrix below.

Project Name	Location	Construction Management	Construction Inspection	Electrical/Fiber Optic Inspection	Materials Testing	SWPPP Compliance	Utility Coordination	Labor Compliance	Public Outreach
Associated Road/Sleep Hollow Lane Traffic Signal Installation	Brea		■	■			■		
Central Avenue/Tamarack Avenue Improvements	Brea	■	■	■	■	■	■	■	■
Birch Avenue/Rose Drive Fiber Optic and Traffic Signal Upgrade	Brea	■	■	■		■	■	■	■
Traffic Signal Improvements, Project No. 1426	Burbank		■	■		■	■		
Third Street Improvements CIP No. 8164 Federal No. 5238	Davis	■	■	■	■	■	■	■	■
16/20 Old River Road Pavement Rehabilitation Project	Downey	■	■	■	■	■	■	■	■
Paramount Blvd and Firestone Blvd Intersection Improvements	Downey	■	■	■	■	■	■	■	■
Lakewood Boulevard – Phase III	Downey		■		■	■			
Traffic Signal for State Route 126 and Mountain View Street	Fillmore	■	■	■	■	■	■	■	■
Base Line Safety Improvements – On-Call Services	Highland	■	■	■	■	■	■	■	■
Base Line Beautification	Highland	■	■	■	■	■		■	■
ITS Gap Closure Project	Inglewood	■	■	■	■	■	■	■	■
La Brea Avenue Intersection Realignment – Phase III	Inglewood	■	■	■	■	■	■	■	■
La Brea Avenue Pavement Reconstruction – Phase II	Inglewood	■	■	■	■	■	■	■	■
Imperial Highway Improvements	Inglewood	■	■	■	■	■	■	■	■
Amar Road Traffic Signal Safety Improvements, HSIPL-5331(020)	La Puente	■	■	■	■	■	■	■	■
Glendora Avenue and Temple Avenue Street Improvements	La Puente	■	■		■	■	■		■
Bolivar Park Storm Runoff	Lakewood	■	■	■	■	■	■	■	■
Pine Avenue Improvements – On-Call Services	Long Beach		■						■
Atlantic Avenue Improvements – On-Call Services	Long Beach	■	■	■		■		■	■
Traffic Signal HSIPL-5073 (78 & 80)	Orange	■	■		■		■	■	■
Bike Lane Street Paving, Project No. 13-32	Palm Springs	■	■	■	■	■	■	■	■
Traffic Signal Project FY 19-20	Rancho Cucamonga	■	■	■	■	■	■	■	■
Hawthorne Boulevard Traffic Signal Synchronization, HSIPL-5413(014)	Rancho Palos Verdes	■	■	■		■	■	■	■
Acadia and Baseline Road Traffic Signal HSIP	Rialto	■	■	■	■	■	■	■	■
Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022)	Rialto	■	■	■	■	■	■	■	■
Rails-to-Trails Walking, Running, and Bicycle Route Improvements	Rialto	■	■	■	■	■	■	■	■



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Project Name	Location	Construction Management	Construction Inspection	Electrical/Fiber Optic Inspection	Materials Testing	SWPPP Compliance	Utility Coordination	Labor Compliance	Public Outreach
China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049)	Ridgecrest	■	■	■	■	■	■	■	■
East Side of Downs Street Widening STPL-5485(057)	Ridgecrest	■	■	■	■	■	■	■	■
Bus Maintenance and Corporate Yard Site Improvements	Ridgecrest	■	■	■	■	■	■	■	■
West Ridgecrest Boulevard Reconstruction and Widening Project	Ridgecrest	■	■	■	■	■	■	■	■
Elizabeth Reservoir and Booster Pump Station	South Gate	■	■	■	■	■	■	■	■
Westlake Village Community Park	Westlake Village	■	■	■	■	■	■	■	■

Relevant Project Experience

The projects we have chosen to highlight encompass the same project scope features as the City’s needs. Willdan has completed or is completing our services on the following projects in the past five years.

Traffic Signal HSIPL-5073 (78 & 80)

City of Orange
300 E. Chapman Avenue
Orange, CA 92866

Client Contact: Larry Tay, PE
Project Manager
(714) 744-5525

Dates: January 2020 – February 2021

Contract Amount: \$350,000

Funding Source: HSIP

The project included increased left turn storage, additional left turn lanes, additional through travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.



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Acadia and Baseline Road Traffic Signal HSIPL-5205(020)

City of Rialto
335 W. Rialto Avenue
Rialto, CA 92376

Client Contact: Jeff Schaffer
Project Manager
(909) 820-2531

Dates: June 2016 – November 2017

Contract Amount: \$250,000 **Funding Source: HSIP**

Willdan provided construction management inspection and material testing for the City’s new traffic signal at Base Line and Acacia. The project invoices the removal and installation of new traffic signal poles and equipment curb and gutter conduits electrical service controller & cabinet and other appurtenant work.

China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049)

City of Ridgecrest
100 W California Avenue
Ridgecrest, CA 93555

Client Contact: Travis Reed
Director of Public Works
(760) 478-1965

Dates: March 2016 – September 2017

Contract Amount: \$450,000.00 **Funding Source: HSIP**

Willdan provided construction management, inspection, federal funding compliance, labor compliance and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road, including a new electrical service, signal and pedestrian heads, pedestrian push buttons, luminaires, street name signs, video detection system, pedestrian push buttons, and associated appurtenances. The project also included 1,250 LF of new signal interconnect conduit from Bowman Road to College Heights Boulevard.



City of San Fernando**Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022)****City of Rialto**

335 W. Rialto Avenue
Rialto, CA 92376

Client Contact: Jeff Schaffer

Project Manager
(909) 820-2531

Dates: May 2016 – January 2018

Contract Amount: \$6,000,000.00

Funding Source: HSIP

Willdan provided construction management, public works inspection, labor compliance, material testing, and federal invoicing for this project. The project involved the widening of Ayala Drive between Baseline Road and Renaissance Parkway and of Cedar Avenue between Jackson Street and Baseline. The work comprised of the street widening, HMA over aggregate base roadway structural section, grind and overlay of existing pavement, installation of curbs & gutters, sidewalks, ADA ramps, fences and walls, street lights, storm drains, traffic signals, median landscape and hardscape, signing and striping, and other appurtenant work. Total construction cost was approximately \$6 million. Willdan administered this federally funded project on behalf of the City of Rialto through Caltrans District 8 Office of Local Assistance. The project was managed and constructed in accordance with Greenbook and Caltrans Standard Plans and Specifications and files were organized and maintained in accordance with the Local Assistance Procedures Manual. Willdan's construction files were successfully audited by Caltrans Construction Oversight Engineer after construction was completed.

**CIP 16-20 Old River Road Pavement Rehabilitation Project (STPL-5334(059)) 07-LA-O-DNY****City of Downey**

11111 Brookshire Avenue
Downey, CA 90241

Client Contact: Desi Gutierrez

Principal Civil Engineer
(562) 904-7110

Dates: November 2020 – Present (anticipated completion April 2021)

Contract Amount: \$2,100,000.00

Funding Source: STPL

The work to be performed under the federally funded Old River School Road Pavement Rehabilitation Project, between Imperial Highway and Arnett Street, generally consists of the installation of traffic signal communications conduit and 32,000 LF of fiber-optic cables, pull boxes and termination panels; rehabilitation of existing pavement, including removal and reconstruction of asphalt concrete base course, cold milling existing asphalt pavement, placement of asphalt concrete leveling course and rubberized asphalt concrete overlay; replacement of non-standard curb ramps and uplifted or damaged curb and gutter and sidewalk in compliance with the Americans with Disabilities Act (ADA) requirements;



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implementation of Class II and Class III bike facilities; and replacement of incidental striping and signage

Third Street Improvements CIP No. 8164 Federal No. 5238

City of Davis
1717 Fifth Street
Davis, CA 95616

Client Contact: Diana Jensen, PE
City Engineer
(916) 716-0086
Email: DJensen@cityofdavis.org

Dates: January 2018 – December 2019

Contract Amount: \$5,500,000.00

Funding Source: STPL & CFDA

Willdan provided public works inspection, resident engineering, Caltrans invoicing, material testing, and labor compliance services for this federally funded project. The project consisted of improvements along Third Street between A Street and B Street including demolition grading, temporary walkways, tree removal and tree protection, concrete flatwork, truncated domes, geogrid filter fabric, stone base permeable and non-permeable pavers, storm drainage system, utility services and adjustments, signage, striping and pavement markers, posting kiosk bike counter and detection loops, bike racks, bollards street furniture, street lighting, signal modifications, and other appurtenant work.



ITS Gap Closure Project

City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Client Contact: Peter Puglese
Principal Traffic Engineer
(908) 578-4226

Dates: September 2020 – Present (anticipated completion August 2021)

Contract Amount: \$7,500,000.00

Funding Source: City

Willdan provided construction management, inspection, and material testing for the City’s ITS Gap Closure project. The project consists of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City’s ITS network, and other appurtenant work.



The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city.



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The construction contracts were separated into two contracts, one for material procurement and one for installation. The combined value of both projects as approximately \$12.1 million.

Traffic Signal Project FY 19-20

City of Rancho Cucamonga

10500 Civic Center Drive
Rancho Cucamonga, CA 91730

Client Contact: Romeo David

Associate Engineer
(909) 774-4070

Dates: June 2020 – Present (anticipated completion May 2021)

Contract Amount: \$1,400,000.00

Funding Source: City

Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.



Avion Street Traffic Signals

City of Burbank

150 North Third Street
Burbank, CA 91502

Client Contact: Vikki Davtian, PE, TE

Principal Engineer - Traffic
(818) 238-3922

Dates: September 2020 – February 2021

Contract Amount: \$850,000.00

Funding Source: City

The project includes the installation, and modification, to the traffic signals at Avion Street. The project involved the installation of all new conduits, new conductors, pull boxes, traffic loops, traffic signal controller and cabinet, SCE service, video detection, and other appurtenant work. Willdan provide construction observation for the Project.

Traffic Signal 1461 CA

City of Burbank

150 North Third Street
Burbank, CA 91502

Client Contact: Vikki Davtian, PE, TE

Principal Engineer - Traffic
(818) 238-3922

Dates: May 2020 – December 2020

Contract Amount: \$850,000.00

Funding Source: City

The City's traffic signal project involves the reconstruction of three traffic signals; installation of 8,000 LF of conduit and fiber optic cable; new poles, pull boxes, conduits, conductors, video cameras, loops, and ADA compliant ramps.



City of San Fernando

Traffic Signal 1426 Project

City of Burbank

150 North Third Street
Burbank, CA 91502

Client Contact: Jonathan Yee

Assistant Public Works Director Traffic
(818) 238-3969

Dates: August 2018 to July 2019

Contract Amount: \$1,000,000.00

Funding Source: HSIP

Media District Signal Project – Phase 1 (Bid Schedule 1426). Willdan provided construction inspection services for this federally funded project. The project was funded by the Highway Safety Improvement Program and involved the construction of safety improvements at various intersections along Riverside Avenue, Olive Avenue, and Pass Avenue, including ADA ramps, removal and modification of existing medians, traffic signal modifications, drainage improvements, signing and striping, and other appurtenant work.



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References

The clients we have chosen to verify our reputation and qualifications will confirm our dedication to expert technical ability, excellent service, and project commitment. We encourage the City of San Fernando to contact these references.

Client:	City of Orange	Traffic Signal HSIPL-5073 (78 & 80): The project included increased left turn storage, additional left turn lanes, additional through travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.
Address:	300 E. Chapman Avenue Orange, CA 92866	
Contact:	Larry Tay, PE Project Manager	
Phone:	(714) 744-5525	
Dates:	January 2020 – February 2021	

Client:	City of Ridgecrest	China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049): Willdan provided construction management, inspection, federal funding compliance, labor compliance and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road, including a new electrical service, signal and pedestrian heads, pedestrian push buttons, luminaires, street name signs, video detection system, pedestrian push buttons, and associated appurtenances. The project also included 1,250 LF of new signal interconnect conduit from Bowman Road to College Heights Boulevard.
Address:	100 W California Avenue Ridgecrest, CA 93555	
Contact:	Travis Reed Director of Public Works	
Phone:	(760) 499-5080	
Dates:	March 2016 – September 2017	

Client:	City of Inglewood	Willdan provided construction management, inspection, and material testing for the City’s ITS Gap Closure project. The project consists of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City’s ITS network, and other appurtenant work. The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. The construction contracts were separated into two contracts, one for material procurement and one for
Address:	One W. Manchester Blvd Inglewood, CA 90301	
Contact:	Eloy Castillo Principal Civil Engineer	
Phone:	(310) 412-8716	
Dates:	May 2016 – January 2018	



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		installation. The combined value of both projects as approximately \$12.1 million.
Client:	City of Downey	CIP 16-20 Old River Road Pavement Rehabilitation Project (STPL-5334(059)) 07-LA-O-DNY: The project consists of the installation of traffic signal communications conduit and 32,000 LF of fiber-optic cables, pull boxes and termination panels; rehabilitation of existing pavement, including removal and reconstruction of asphalt concrete base course, cold milling existing asphalt pavement, placement of asphalt concrete leveling course and rubberized asphalt concrete overlay; replacement of non-standard curb ramps and uplifted or damaged curb and gutter and sidewalk in compliance with the Americans with Disabilities Act (ADA) requirements; implementation of Class II and Class III bike facilities; and replacement of incidental striping and signage
Address:	11111 Brookshire Avenue Downey, CA 90241	
Contact:	Desi Gutierrez Principal Civil Engineer	
Phone:	(562) 904-7110	
Dates:	November 2020 – Present	

Client:	City of Burbank	Traffic Signal 1426 Project: The project includes the includes the installation, and modification, to the traffic signals at Avion Street. The project involved the installation of all new conduits, new conductors, pull boxes, traffic loops, traffic signal controller and cabinet, SCE service, video detection, and other appurtenant work. Willdan provide construction observation for the Project.
Address:	150 North Third Street Burbank, CA 91502	
Contact:	Jonathan Ye Assist. Public Works Director – Traffic	
Phone:	(818) 238-3969	
Dates:	August 2018 – July 2019	



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Organization and Approach

Willdan has served local cities for over 60 years providing street widening, pavement rehabilitation, median, and traffic signal design, along with full construction management for hundreds of projects. The professionals selected for this project are highly experienced in civil and traffic design, pavement engineering, drainage, survey, right-of-way engineering, geotechnical engineering and materials testing, and labor compliance services.

Training and Assessment

Willdan's inspectors are trained to provide construction inspection services on a project-by-project basis – each project has its own set of needs that must be met with the goals of anticipating potential conflicts/issues before they arise through continual review of plans, specifications, contractor schedules, and other contract documents.

Willdan recognizes that our employees are our most important resource – we provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Willdan uses various tools to successfully retain high-performing staff. Our inspectors are provided with an outline of performance standards each inspector is required to meet and uphold. Monetary incentives, including bonuses, to show appreciation of exemplary performance are provided annually based upon specific parameters. Providing tuition reimbursement for staff to obtain an academic credential is another tool we have used successfully for professional development so staff can continue to provide exemplary service. Willdan's staff members receive tuition reimbursement to complete bachelor's and master's degrees and attend seminars and extension courses to further develop their skills. We encourage staff to obtain professional licenses and credentials to enhance their capacity to serve our clients. We pay for courses to prepare for examinations and certifications such as PE, QSP/D, CESSWI, ENV SP, ACIA, or APWA certifications and reimburse staff for certification or license renewals.

Specific to our construction management and inspection staff, Willdan conducts bi-annual in-house construction seminars, including WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. The in-house seminars have all been conducted by Willdan registered engineers who are experts in their respective fields.

Safety Training

Onsite project safety is of paramount importance to Willdan, our clients, general contractors and their subcontractors, and communities we serve. As part of our corporate philosophy, Willdan makes every effort to provide training opportunities for our construction management/inspection office and field personnel. This includes Cal OSHA construction safety requirements, claims control, and project scheduling. Willdan provides on-line Cal OSHA safety training for each of our inspectors through Click-Safety online training courses. Every inspector must obtain, at minimum, their 30-hour OSHA certification and are encouraged to continue their safety education by enrolling in any Click-Safety applicable construction safety training course. In addition to on-line safety training, Willdan provides bi-annual in-house safety training to each of our inspectors, construction managers, and on-site personnel.

Inspection Certifications

Our inspectors are provided with an outline of performance standards that each inspector is required to meet and uphold. Most of our inspectors have American Construction Inspectors Association certification and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Inspectors are required to provide proof of certifications and Willdan assists with payment of the certification/license fees. Many of Willdan's inspectors have obtained their QSP, ACIA, or APWA certifications through this reimbursement program. In addition, our inspectors are



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encouraged to participate in on-line safety classes conducted by Click-Safety and attend special in-house training from our traffic professionals on traffic control safety.

Inspection Equipment

Willdan has a standard set of equipment that each inspector is required to have on hand. In some cases, Willdan maintains an inventory of the necessary equipment that is utilized by all inspectors. The list includes items such as vehicles and vehicle maintenance; cell phones; laptop computers; digital cameras; hand and other general inspection tools necessary to perform normal public works inspections; general office supplies; safety equipment – boots, hard hats, and vests; and agency standards plans, specifications, and manuals. Willdan maintains checklists of equipment assigned to each inspector for each project.



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Team Matrix

Willdan is committing five high-performing key staff and a qualified subconsultant to the City’s Traffic Signal Modifications – 9 Locations Highway Safety Improvements Project. Willdan understands any substitution of key personnel is subject to written approval from the City.

 Team Member	 Qualifications/Expertise	 Similar Projects
<p>Christopher Baca, RCI, CESSWI <i>Director</i></p> <p>Project Role: Project Manager</p>	<ul style="list-style-type: none"> Construction management experience includes areas of water systems; street improvements; park improvements; storm drains; sanitary sewers; asphalt resurfacing, including asphalt-rubber products; concrete paving; landscaped medians; and traffic signals Well-versed in Caltrans' Local Program Manual guidelines Familiar with Federal, State, and Local Regulations Project experience working with South Pasadena Completed Caltrans Resident Engineer Academy 	<ul style="list-style-type: none"> Traffic Signal HSIPL-5073 (78 & 80), City of Orange Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022), City of Rialto Various Traffic Signals, City of Burbank Traffic Signal Project FY 19-20, City of Rancho Cucamonga
<p>Michael Bustos, PE, ENV SP <i>Deputy Director</i></p> <p>Project Role: Resident Engineer</p>	<ul style="list-style-type: none"> Licensed civil engineer with 17 years of design experience for street improvements, pavement rehabilitation, and wet utilities Over 10 years of construction management experience for street improvements, pavement rehabilitation, wet utilities, storm drains, grading, vertical construction, tenant improvements, street lighting, landscaping and irrigation, and traffic signals Served as resident engineer for over two dozen federally- or state-funded projects, including FHWA/Caltrans, CDBG, and FEMA funding Completed Caltrans Resident Engineer Academy 	<ul style="list-style-type: none"> ITS Gap Closure Project, City of Inglewood China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049), City of Ridgecrest Baseline Safety Improvements, HSIPL-5449(011), City of Highland Traffic Signal for State Route 126 and Mountain View Street, City of Fillmore



City of San Fernando

 <p>Team Member</p>	 <p>Qualifications/Expertise</p>	 <p>Similar Projects</p>
<p>Mario Cisneros <i>Assistant Engineer II</i></p> <p>Project Role: Construction Manager</p>	<ul style="list-style-type: none"> Over 5 years of experience as office engineer Assisted with contract administration for over a dozen federally funded projects Completed Caltrans Resident Engineer Academy 	<ul style="list-style-type: none"> China Lake Boulevard and Bowman Road Traffic Signal HSIPL Cycle 5 HSIPL 5385(049), City of Ridgecrest ITS Gap Closure Project, City of Inglewood East Side of Downs Street Widening STPL-5485(057), City of Ridgecrest Traffic Signal for State Route 126 and Mountain View Street, City of Fillmore Paramount Blvd and Firestone Blvd Intersection Improvements, City of Downey
<p>Victor Ayala <i>Senior Public Works Observer I</i></p> <p>Project Role: Inspector</p>	<ul style="list-style-type: none"> 45 years of public works experience Licensed Traffic Signal/Electrical Contractor 	<ul style="list-style-type: none"> Traffic Signal Project FY 19-20, Rancho Cucamonga ITS Gap Closure Project, City of Inglewood Paramount Blvd and Firestone Blvd Intersection Improvements, City of Downey Avion Street Traffic Signals, City of Burbank Traffic Signal 1461, City of Burbank Traffic Signal 1426 Project, City of Burbank
<p>Macy Eskandari, QSD/P <i>Senior Public Works Observer II</i></p> <p>Project Role: Alternate Inspector</p>	<ul style="list-style-type: none"> Mechanical Engineer 40 years public works experience Prior Project Manager for CT&F Traffic Signal/Electrical Contractor. 	<ul style="list-style-type: none"> Amar Road Traffic Signal Safety Improvements, HSIPL-5331(020), City of La Puente East Side of Downs Street Widening STPL-5485(057), Ridgecrest Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022), City of Rialto
<p>Jane Freij <i>Labor Compliance Manager</i></p> <p>Project Role: Labor Compliance Manager</p>	<ul style="list-style-type: none"> Thorough knowledge of federally funded projects under FHWA, FTA, HUD, EPA, and DOE, as well as state and locally funded public works projects Key areas of expertise include grant funding applications, scheduling and budgeting, contract 	<ul style="list-style-type: none"> Traffic Signal HSIPL-5073 (78 & 80), City of Orange Amar Road Traffic Signal Safety Improvements, HSIPL-5331(020), City of La Puente Acacia Avenue and Baseline Road Traffic Signal Improvements, HSIPL-5205(020, City of Rialto



City of San Fernando		
 Team Member	 Qualifications/Expertise	 Similar Projects
<p>Lani Alfonso, PE <i>Federal Grant Administration</i></p> <p>Project Role: Federal Grant Administration</p>	<ul style="list-style-type: none"> administration, legal documentation, policy, and procedure development ▪ Specialized training from the Office of Inspector General (OIG) in reporting requirements and fraud detection and prevention ▪ Assists agencies with Disadvantaged Business Enterprise (DBE) Program development and administration 	<ul style="list-style-type: none"> ▪ China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049), City of Ridgecrest ▪ Hawthorne Boulevard Traffic Signal Synchronization, HSIPL-5413(014), City of Rancho Palos Verdes
<p>Presently administers Willdan’s Federal/State Funding Program</p> <p>Vastly familiar with STPL, HSIP</p> <p>Over 30 years of experience in preparing and submitting required documentation to Metro and Caltrans for federal and state funded projects</p>	<ul style="list-style-type: none"> ▪ Traffic Signal Safety Improvements HSIP Cycle 11, City of Paramount ▪ Traffic Signal Improvement, City of Lakewood ▪ Traffic Signal Upgrades, Six Traffic Signals City of Ridgecrest ▪ Traffic Signal Installation, Fair Oaks, City of South Pasadena 	



City of San Fernando

Key Staff Resumes

The following pages contain condensed versions of our staff resumes. Full resumes are available upon request.



City of San Fernando

Christopher D. Baca, RCI, CESSWI

Director of Construction Management and Inspection Services

Project Role: Project Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Public Administration, California State University, Fullerton ▪ Public Works Inspection, California State University, Los Angeles Extension ▪ Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars ▪ Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Registered Construction Inspector, Division IV, Public Works, California No. 4161 ▪ Registered Construction Inspector, Division I, Engineering, California No. 5161 ▪ Certified Erosion, Sediment and Storm Water Inspector, EnviroCert International, Inc. No. 2957
Experience:	40 Years / 36 with Willdan

Mr. Christopher Baca is responsible for directing and monitoring public works inspection services and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other federally funded projects in accordance with Caltrans Local Assistance Procedures Manual.

Relevant Project Experience

Traffic Signal HSIPL-5073 (78 & 80), City of Orange, CA. Mr. Baca provided construction management services on the project to ensure full compliance with applicable LAPM requirements. The project included increased left turn storage, additional left turn lanes, additional through travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.

Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022), City of Rialto, CA. Project Manager. Willdan provided construction management, public works inspection, labor compliance, material testing, and federal invoicing for this project. The project involved the widening of Ayala Drive between Baseline Road and Renaissance Parkway and of Cedar Avenue between Jackson Street and Baseline. The work comprised of the street widening, HMA over aggregate base roadway structural section, grind and overlay of existing pavement, installation of curbs & gutters, sidewalks, ADA ramps, fences and walls, street lights, storm drains, traffic signals, median landscape and hardscape, signing and striping, and other appurtenant work. Total construction cost was approximately \$6 million. Willdan administered this federally funded project on behalf of the City of Rialto through Caltrans District 8 Office of Local Assistance. The project was managed and constructed in accordance with Greenbook and Caltrans Standard Plans and Specifications and files were organized and maintained in accordance with the Local Assistance Procedures Manual. Willdan's construction files were successfully audited by Caltrans Construction Oversight Engineer after construction was completed.

Avion Street Traffic Signals, City of Burbank, CA. Project Manager. Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.



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Traffic Signal 1461, City of Burbank, CA. Provided Project Management services on the project. The City's traffic signal project involves the reconstruction of three traffic signals; installation of conduit for fiber optic cable; new poles, pull boxes, conduits, conductors, video cameras, loops, and curb ramps.

Traffic Signal Project FY 19-20, City of Rancho Cucamonga, CA. Provided Project Management and Construction Management services on the Project. Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.



City of San Fernando

Michael D. Bustos, PE, ENV SP

Deputy Director of Construction Management and Inspection Services

Project Role: Project Engineer/Construction Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo ▪ Caltrans Resident Engineer Academy
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Civil Engineer, California No. 73173 ▪ Envision Sustainability Professional, Institute for Sustainable Infrastructure
Experience:	23 Years / 20 Years with Willdan

Mr. Michael Bustos is responsible for construction management, analysis, design, and plan review of roadway reconstruction, drainage, water and sewer pipeline, pavement rehabilitation, street, traffic signal, landscaping and irrigation, grading, and ADA improvement projects. He has served as construction manager or resident engineer for over 100 public works projects for various agencies throughout California and possesses over 23 years of public works design and construction management experience. Mr. Bustos has valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking. His expertise includes coordinating materials testing and compliance checks for certified payroll documents relative to current prevailing wage laws and ensuring compliance with federal funding requirements as applicable.

Relevant Project Experience

ITS Gap Closure Project, City of Inglewood, CA. Mr. Bustos is providing Project Management and Construction Management service on the project. Willdan is currently providing construction management, inspection, and material testing for the City's ITS Gap Closure project. The project consists of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City's ITS network, and other appurtenant work. The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. The construction contracts were separated into two contracts, one for material procurement and one for installation. The combined value of both projects as approximately \$12.1 million.

China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049), City of Ridgecrest, CA. Project Manager/Resident Engineer. Willdan provided construction management, inspection, federal funding compliance, labor compliance and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road, including a new electrical service, signal and pedestrian heads, pedestrian push buttons, luminaires, street name signs, video detection system, pedestrian push buttons, and associated appurtenances. The project also included 1,250 LF of new signal interconnect conduit from Bowman Road to College Heights Boulevard.

Baseline Safety Improvements, HSIPL-5449(011), City of Highland, CA. Project Manager/ Resident Engineer. Willdan provided design, bidding assistance, construction management, public works observation, labor compliance, Caltrans invoicing, and material testing services for the City of Highlands federally funded Base Line Safety Improvements Project between Boulder Avenue and the 210 Freeway. The project involved the widening of Base Line at Seine Avenue to construct a new right turn pocket



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sidewalk and driveway reconstruction, installation of raised landscaped medians, irrigation and landscaping, traffic signal modifications, new PCC, bus pads, pavement rehabilitation, pavement delineation, and other appurtenant work.

Traffic Signal for State Route 126 and Mountain View Street, City of Fillmore, CA. Mr. Bustos provided Construction Management and Project Management services. The project consisted of the design and construction management and inspection of a new traffic signal at the intersection of State Route 126 and Mountain View Street ,which involves an interconnection to the existing signal at State Route 126; and Central Avenue modifications to the existing signing and striping to be compatible with the new signal curb return improvements on the including retaining walls and acquisition of rights of entry for required grading on adjacent private properties and modifications to the existing drainage facilities. On behalf of the City Willdan procured an encroachment permit and coordinated with Caltrans inspection staff to ensure construction complied with permit conditions and met all state requirements. In addition, Willdan provided bidding assistance construction management and inspection.

Traffic Signal HSIPL-5073 (78 & 80), City of Orange, CA. Construction Manager. The project included increased left turn storage, additional left turn lanes, additional through travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.



City of San Fernando

Mario Cisneros

Assistant Construction Manager

Project Role: Assistant Project Engineer/Construction Manager

Profile Summary

Education:	▪ BS, 2014, Civil Engineering, California State University, Northridge
Registration/	▪ Caltrans Resident Engineer Academy
Certification:	▪ Traffic Control for Safer Work Zones Certification
Experience:	11 Years / 9 Years with Willdan

Mr. Mario Cisneros uses his knowledge and skills in designing and implementing projects and plans, using cost-effective tools and techniques, dealing with contractors, staff, and efficiency to solve complex problems in order to bring maximum efficiency to the projects he's involved on. He has the ability in working closely with team members, effectively accomplishing assigned responsibilities.

Relevant Project Experience

China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049), City of Ridgecrest, CA. Mr. Cisneros provided Assistant Resident Engineering services. Willdan provided construction management, inspection, federal funding compliance, labor compliance and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road, including a new electrical service, signal and pedestrian heads, pedestrian push buttons, luminaires, street name signs, video detection system, pedestrian push buttons, and associated appurtenances. The project also included 1,250 LF of new signal interconnect conduit from Bowman Road to College Heights Boulevard.

ITS Gap Closure Project, City of Inglewood, CA. Mr. Cisneros provided Assistant Resident Engineering service. Willdan is currently providing construction management, inspection, and material testing for the City's ITS Gap Closure project. The project consists of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City's ITS network, and other appurtenant work. The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. The construction contracts were separated into two contracts, one for material procurement and one for installation. The combined value of both projects as approximately \$12.1 million.

East Side of Downs Street Widening STPL-5485(057), City of Ridgecrest, CA. Office Engineer. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management inspection, quality assurance, materials testing, federal funding administration, and labor compliance services for widening improvements from two lanes to four lanes and close a 1,500 foot gap on Downs Street between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project started as one project to construct street widening improvements on both sides of the streets. Then due to the power pole conflicts on the west side of the street, and the City's ability to get federal funds to construct improvements on the east side, the City split the project into 2 phases (east and west). The



City of San Fernando

East Side project was federally funded and was completed last year. The West Side project was locally funded and completed this year. The east side widening involves new curb gutter, sidewalk curb improvements. The west side widening design is being finalized and will encompass new raised median street lighting conduit, curb ramps, AC dike or curb and gutter, compacted native walkways or sidewalks, driveway approaches, cement treatment, ARHM overlay, and signing, striping and RRFB."

Traffic Signal for State Route 126 and Mountain View Street, City of Fillmore, CA. Mr. Cisneros provided Assistant Resident Engineering services. The project consisted of the design and construction management and inspection of a new traffic signal at the intersection of State Route 126 and Mountain View Street, which involves an interconnection to the existing signal at State Route 126; and Central Avenue modifications to the existing signing and striping to be compatible with the new signal curb return improvements on the including retaining walls and acquisition of rights of entry for required grading on adjacent private properties and modifications to the existing drainage facilities. On behalf of the City Willdan procured an encroachment permit and coordinated with Caltrans inspection staff to ensure construction complied with permit conditions and met all state requirements. In addition, Willdan provided bidding assistance construction management and inspection.

Paramount Blvd and Firestone Blvd Intersection Improvements, City of Downey, CA. Mr. Cisneros provided Assistant Resident Engineering services. Willdan provided construction management and inspection services for this 1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians new curb gutter and sidewalk driveway approaches traffic signal replacement landscaping and irrigation ARHM paving utility adjustments and striping.



City of San Fernando

Victor Ayala

Senior Public Works Observer I

Project Role: Inspector

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ Certificate, Fiber Optic Theory, Air Quality Management District ▪ Certificate, Professional Development, Asphalt Institute
Registration/ Certification:	<ul style="list-style-type: none"> ▪ Contractor, California No. C-10
Experience:	46 Years / 19 Years with Willdan

Mr. Victor Ayala is responsible for inspection of large-scale public works projects. His experience includes over 46 years of public works construction experience in administration and inspection of subdivisions, traffic signals, fiber optics, storm drains, sanitary sewers, ARHM overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations. Mr. Ayala's extensive experience includes electrical inspections of developer/public works improvement projects, including installations and modifications for traffic signals, controllers, fiber optics, streetlights, and irrigation systems. In addition, he has wide-ranging expertise with civil improvement projects, including road reconstruction/rehabilitation inspections involving asphalt-rubber hot-mix overlays, conventional asphalt overlays, sidewalks, curbs and gutters, curb ramps and driveways, grading, paving, storm drains, sanitary sewers, and beautification with raised landscape medians and decorative parkway renovations. He is a licensed C-10 electrical contractor and is certified by the Air Quality Management District for fiber optic theory.

Relevant Project Experience

Avion Street Traffic Signals, City of Burbank, CA. Mr. Ayala provided Public Works Inspection services. Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.

Traffic Signal 1461, City of Burbank, CA. Mr. Ayala provided Public Works Inspection services. The City's traffic signal project involves the reconstruction of three traffic signals; installation of conduit for fiber optic cable; new poles, pull boxes, conduits, conductors, video cameras, loops and curb ramps.

Traffic Signal 1426 Project, City of Burbank, CA. Mr. Ayala provided Public Works Inspection services. Media District Signal Project – Phase 1 (Bid Schedule 1426). Willdan provided construction inspection services for this federally funded project. The project was funded by the Highway Safety Improvement Program and involved the construction of safety improvements at various intersections along Riverside Avenue, Olive Avenue, and Pass Avenue, including ADA ramps, removal and modification of existing medians, traffic signal modifications, drainage improvements, signing and striping, and other appurtenant work.

Traffic Signal Project FY 19-20, City of Rancho Cucamonga, CA. Mr. Ayala provided Public Works Inspection services. Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to



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Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.

ITS Gap Closure Project, City of Inglewood, CA. Mr. Ayala provided Public Works Inspection services. Willdan is currently providing construction management, inspection, and material testing for the City's ITS Gap Closure project. The project consists of the installation of conduit, fiber optics communication, changeable message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, new ADA access ramps, necessary hardware to integrate the equipment into the City's ITS network, and other appurtenant work. The City has already implemented Phase 1-4 of the Intelligent Traffic Systems Program with future phases 5-6 scheduled. This Project is a continuation of the ITS Program that will expand and improve existing ITS network by upgrading traffic signal hardware, software, and fiber optic communications. Traffic signal installations and/or modifications are being made at 17 intersections throughout the city. The construction contracts were separated into two contracts, one for material procurement and one for installation. The combined value of both projects as approximately \$12.1 million.

Paramount Blvd and Firestone Blvd Intersection Improvements, City of Downey, CA. Mr. Ayala provided Public Works Inspection services. Willdan provided construction management and inspection services for this 1.6 million construction project. The project included street widening at the intersection of Firestone Blvd and Paramount Blvd the 2nd highest volume intersection within the City of Downey. The general nature of the work included raised medians new curb gutter and sidewalk driveway approaches traffic signal replacement landscaping and irrigation ARHM paving utility adjustments and striping.



City of San Fernando

Masoud Eskandari, QSD/P

Senior Public Works Observer II

Project Role: Alternate Inspector

Profile Summary

Education:	▪ BS, Mechanical Engineering, University of Detroit, MI
Registration/ Certification:	▪ Traffic Control for Safer Work Zones Certification ▪ Managing Construction Projects; Proving Pricing, Defending Delay & Disruption Claims; Estimating Electrical Projects ▪ QSD/QSP Certificates ▪ CESSWI Certificate (pending)
Experience:	32 Years / 10 Years with Willdan

Mr. Macy Eskandari possesses a long history of experience in the construction industry serving as a construction project manager/inspector working on various projects for Southern California counties, municipalities, and Caltrans and as an engineer, business manager, and consultant for multiple international firms. His experience includes serving as a project manager for the County of Los Angeles and several electrical contractors. Mr. Eskandari has an in-depth working knowledge of Greenbook, Caltrans, and CAMUTCD standards. He is highly familiar with procedures to initiate and process RFIs, RFQs, RFPs, and change orders and possesses experience with contract negotiation and management.

Relevant Project Experience

Avion Street Traffic Signals, City of Burbank, CA. Mr. Eskandari provided Public Works Inspection services. Willdan is providing public works inspection and Construction Management services for the City' 19-20 Traffic Signal Project. The project included traffic signal modifications at the intersections of Church and Terra Vista Parkway; White Oak Avenue and Arrow Route; Red Oak Avenue and Arrow Route; White Oak and Arrow Route; fiber optic installation along Haven (Fourth Street to Civic Center, and traffic installation at Sixth Street and Hellman. In addition, the Project included various PCC improvements, asphalt repairs, and other appurtenant work.

Amar Road Traffic Signal Safety Improvements, HSIPL-5331(020), City of La Puente, CA. Mr. Eskandari provided Public Works Inspection services. Willdan was selected to provide project management construction observation material testing funding administration and federal labor compliance services for the Traffic Signal Safety Improvement for Amar Road Project. The project included nine (9) traffic signal modifications along Amar Road. The project improvements included upgrading traffic signal poles vehicle heads pedestrian heads pedestrian push buttons controller cabinet services cabinet pull boxes conduit wiring and ADA access ramps to improve safety and comply with current standards. The project utilized the Highway Safety Improvement Program (HSIP) federal funds and Measure "R" state funds.

East Side of Downs Street Widening STPL-5485(057), City of Ridgecrest, CA. Mr. Eskandari provided Public Works Inspection services. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management inspection, quality assurance, materials testing, federal funding administration, and labor compliance services for widening improvements from two lanes to four lanes and close a 1,500 foot gap on Downs Street between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project started as one project to construct street widening improvements on both sides of the streets. Then due to the power pole conflicts on the west side of the street, and the City's ability to get federal funds to construct improvements on the east side, the City split the project into 2 phases (east and west). The East Side project was federally funded and



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was completed last year. The West Side project was locally funded and completed this year. The east side widening involves new curb gutter, sidewalk curb improvements. The west side widening design is being finalized and will encompass new raised median street lighting conduit, curb ramps, AC dike or curb and gutter, compacted native walkways or sidewalks, driveway approaches, cement treatment, ARHM overlay, and signing, striping and RRFB."

Ayala Drive – Street and Traffic Signal Improvements 08-SBD-Rialto HSIPL 5205 (022), City of Rialto, CA. Mr. Eskandari provided Public Works Inspection services. Willdan provided construction management, public works inspection, labor compliance, material testing, and federal invoicing for this project. The project involved the widening of Ayala Drive between Baseline Road and Renaissance Parkway and of Cedar Avenue between Jackson Street and Baseline. The work comprised of the street widening, HMA over aggregate base roadway structural section, grind and overlay of existing pavement, installation of curbs & gutters, sidewalks, ADA ramps, fences and walls, street lights, storm drains, traffic signals, median landscape and hardscape, signing and striping, and other appurtenant work. Total construction cost was approximately \$6 million. Willdan administered this federally funded project on behalf of the City of Rialto through Caltrans District 8 Office of Local Assistance. The project was managed and constructed in accordance with Greenbook and Caltrans Standard Plans and Specifications and files were organized and maintained in accordance with the Local Assistance Procedures Manual. Willdan's construction files were successfully audited by Caltrans Construction Oversight Engineer after construction was completed.



City of San Fernando

Jane E. Freij

Labor Compliance Manager

Project Role: Labor Compliance Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▪ BA, Linguistics, University of Kansas ▪ Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles
Experience:	24 Years / 23 Years with Willdan

Ms. Jane Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Relevant Project Experience

Traffic Signal HSIPL-5073 (78 & 80), City of Orange, CA. Labor Compliance Manager. The project included increased left turn storage, additional left turn lanes, additional through travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.

Amar Road Traffic Signal Safety Improvements, HSIPL-5331(020), City of La Puente, CA, Labor Compliance Manager. Willdan was selected to provide project management construction observation material testing funding administration and federal labor compliance services for the Traffic Signal Safety Improvement for Amar Road Project. The project included nine (9) traffic signal modifications along Amar Road. The project improvements included upgrading traffic signal poles vehicle heads pedestrian heads pedestrian push buttons controller cabinet services cabinet pull boxes conduit wiring and ADA access ramps to improve safety and comply with current standards. The project utilized the Highway Safety Improvement Program (HSIP) federal funds and Measure "R" state funds.

Acacia Avenue and Baseline Road Traffic Signal Improvements, HSIPL-5205(020), City of Rialto, CA. Labor Compliance Manager. Willdan provided construction management inspection and material testing for the City's new traffic signal at Base Line and Acacia. The project invoices the removal and installation of new traffic signal poles and equipment curb and gutter conduits electrical service controller & cabinet and other appurtenant work.

China Lake Boulevard and Bowman Road Traffic Signal HSIP Cycle 5 HSIPL 5385(049), City of Ridgecrest, CA. Labor Compliance Manager. Willdan provided construction management, inspection, federal funding compliance, labor compliance and materials testing services for construction of a new traffic signal at the intersection of China Lake Boulevard and Bowman Road, including a new electrical service, signal and pedestrian heads, pedestrian push buttons, luminaires, street name signs, video detection system, pedestrian push buttons, and associated appurtenances. The project also included 1,250 LF of new signal interconnect conduit from Bowman Road to College Heights Boulevard.



City of San Fernando

Lani Alfonso, PE

Principal Project Manager

Project Role: Federal Grant Administration

Profile Summary	
Education:	▪ <i>BS, Civil Engineering, University of Southern California, Los Angeles, California</i>
Registration/ Certification	▪ <i>Civil Engineer, California Registration No. 56397</i>
Experience:	<i>30 Years / 5 Years with Willdan</i>

Ms. Lani Alfonso is a Willdan Engineering city engineer with 30 years of experience in public works engineering and project management who combines excellent communication and management skills with analytical and technical qualifications.

Relevant Project Experience

Traffic Signal Safety Improvements HSIP Cycle 11, City of Paramount, CA. Grant Funding Administrator. Willdan is providing traffic engineering design services for the preparation of plans, specifications, and estimates (PS&E) for traffic signal improvements including installation of upgraded signal hardware for 12” LED vehicle heads, back plates & mountings, LED lighting, and LED street name signs for 21 intersections throughout the City of Paramount. Willdan is also providing grant funding administration services for the HSIP Cycle 11 grant funding.

Traffic Signal Improvements, HSIP Cycle 11, City of Lakewood, CA. Grant Funding Administrator. Willdan provided traffic engineering design services for the preparation of plans, specifications, and estimates (PS&E) for traffic signal improvements including installation of advanced dilemma zone detection, upgrade of existing signal hardware for 12” LED vehicle heads, back plates & mountings, LED lighting, and new signal mast arm poles for 12 city intersections along Del Amo Boulevard, Paramount Boulevard, Centralia Street. Willdan is also providing grant funding administration services for the HSIP Cycle 11 grant funding.

Traffic Signal Upgrades Project, City of Ridgecrest, CA. Grant Funding Administrator. Willdan is providing design engineering, funding administration, environmental compliance, and construction engineering services for the City’s China Lake Blvd. Adaptive Traffic Signal Upgrades Project. The project includes design and construction of six (6) traffic signal modifications and traffic signal timing for China Lake Boulevard at the intersections of California Avenue, Church Avenue, Upjohn Avenue, Rader Avenue, Bowman Road, and College Heights Boulevard. The proposed improvements will include upgrading the traffic signal controller units and implement Leading Pedestrian Interval (LPI) signal timing. Furthermore, the traffic signal timing charts will be updated to current California Manual on Uniform Traffic Control Devices (CA MUTCD) requirements, including current red, yellow, and green times and update the pedestrian timing for 3.5 ft/s as well as bicycle timing if needed. We also understand that the proposed improvements are state funded through the Highway Safety Improvement Program (HSIP) Cycle 10 funding program and require the services of a consultant with expertise in the management of HSIP-funded projects. The City’s HSIP grant includes \$203,000 of federal funds for Preliminary Engineering, Construction Engineering, and Construction.



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Sub-Consultant Experience

Comprehensive Housing Services, Inc.

Willdan has worked with CHS for several years on multiple projects utilizing Proposition 84 grant funds, as well as projects using funds from the U.S. Department of Housing and Urban Development and the U.S. Federal Highway Administration. As a DIR-approved third-party Labor Compliance Program (LCP) Administrator, CHS has expertise in preparing LCP applications and developing LCP manuals and is fully cognizant of the additional monitoring and reporting requirements of California State Proposition 84-funded projects.

CHS, Willdan's valued and trusted sub-consultant, is a local urban planning firm that was incorporated in the State of California in April 1991. For the past twenty-six years, CHS has provided Federal and State Prevailing Wage compliance services and other consulting services to numerous local government agencies, for-profit developers, engineering firms and non-profit organizations that receive Federal and State funding for public works, affordable housing (new construction and rehabilitation), and public facilities projects. CHS has a demonstrated thorough understanding of the construction-contracting environment. In

April 2010, CHS was designated a Third-Party Administrator/Labor Compliance Program (LCP ID No 2008.00578) by the State of California Department of Industrial Relations (DIR). As part of its ongoing business model, CHS staff attends all applicable training and information seminars sponsored by the U.S. Department of Labor (DOL), the State of California, Department of Industrial Relations (DIR), and Caltrans to ensure that CHS staff has the most current information concerning Federal and State regulations and monitoring procedures.

Comprehensive Housing Services, Inc. (CHS) *at a glance*

Local Office

8840 Warner Avenue, Suite 203
Fountain Valley, CA 92708
Tel: (714) 841-6610
Fax: (714) 841-4341
Email: gayleb@comphouse.net

Degree of Involvement

- CHS will assist Willdan's inhouse labor compliance staff with the requested labor compliance reviews and will ensure files are maintained in strict accordance with the latest requirements of the Caltrans LAPM.

Expertise

- CHS has a long history of furnishing effective consulting services to local governments, redevelopment agencies, community based organizations, and non-profit corporations seeking to create and maintain decent and safe communities.
- Well-versed in all Federal, State and local resources for community development
- CHS is a Woman-Owned Business (WBE) and is located in Orange County, California.



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CHS’ Direct work experience includes the following professional services:

Labor Compliance Monitoring and Enforcement

- Determining Federal & State Job Classifications and Applicable Project Wage Rates
- Conducting Pre-Bid and Pre-Construction Conferences
- Reviewing Certified Payroll Reports and Related Documentation
- Bi-lingual on-site Interviewing of Workers
- Training Local Government Staff, Interested Parties, and Prime/Subcontractors regarding Compliance with Prevailing Wage Laws, Regulations, and Procedures
- Underpayment Investigations and Enforcement, with Proven Success
- Verification of Posting of Jobsite Posters
- Verification of Conformance with Apprenticeship Requirements, Including Training Fund Contributions
- File Maintenance in accordance with Federal, State, and Local Record-Keeping Requirements
- Secure Maintenance of Sensitive and Confidential Materials
- Hands-on Familiarity with Web-Based, Electronic Certified Payroll Record Tracking Systems

Certifications

- Third-Party Administrator/Labor Compliance Program (LCP), California Department of Industrial Relations
- Affirmative Action and Equal Opportunity Employer
- Federally Certified as a Disadvantaged Business Enterprise (DBE)
- Federally Certified as a Small Business Enterprise (SBE)

Together, Willdan and CHS have the most extensive experience in the areas of successful labor compliance and enforcement in the Southland, and our specialized expertise allows us to offer focused services to the varied demographics of our public agency clients. Our team possesses all the experience and knowledge necessary to successfully perform the work requested in the City’s Request for Proposals.



City of San Fernando**Aragón Geotechnical Inc. (AGI)**

Aragón Geotechnical Inc. (AGI) is a highly qualified geotechnical and construction materials testing firm with significant experience in providing services similar to those being requested. AGI is committed to providing geotechnical, materials testing, and construction field inspection services with a superior degree of professional excellence and proficiency. We offer clients individual attention and provide innovative solutions at a competitive cost.

AGI traces its roots to the year 1973, followed soon after by the establishment of the present headquarters office in the Woodcrest area of Riverside County. The firm will apply decades of experience acquired by talented professionals in the fields of geotechnical engineering, engineering geology, hydrogeology, earthquake engineering, and materials engineering and testing to the project team. Our staff regularly attends scientific conferences and specialty training sessions to stay abreast of cutting-edge technologies and new developments in our disciplines. AGI is a State of California Small Business Enterprise (SBE #1182800), Minority Business Enterprise (MBE # 19000092) and Disadvantaged Business Enterprise (DBE # 45365). AGI has California Department of Transportation (Caltrans) certified facilities and is AASHTO Resource (Formerly AMRL) accredited.



City of San Fernando

Scope of Services

Project Understanding

Willdan understands this project involves traffic signal improvements at nine (9) intersections within the City's main transportation corridor.

The project is being funded by federal funds and the project requires a consultant with experience in the management and monitoring of federally funded projects.

Project Approach

Methodology

Willdan's construction management and inspection team strive to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Project Administration

Willdan's resident engineer/construction manager and public works inspector(s) will assist in the coordination and work proactively to assist the general contractor's construction efforts and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications. Initial project administration protocols include:

- State and federal funding assistance, if required by City
- Preconstruction meeting with general contractor, City representatives, designer, and others deemed necessary by City or Willdan

Once construction has begun, Willdan will:

- Log and process submittals, RFIs, RFCs, and CCOs
- Process City Initiated employee interviews
- Review City's Tracking of labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues
- Provide and monthly reports to City on construction progress and technical and economic parameters



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Willdan's team is unique in that it has a natural quality assurance/control system. Through its structure as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, it incorporates minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduces costs.

The assigned resident engineer/construction manager is responsible for daily decisions and assignments of specific duties while monitoring the success and completion of project construction. The resident engineer has specific administrative duties that include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. The inspectors will have specific assignments and move the products of their reporting to the resident engineer/construction manager. This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with this multi-level control.

Additionally, our construction manager will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team; and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all, and project success is achieved.

Material Testing

1. Attending a pre-construction meeting for this project.
2. Perform field observations, material sampling and compaction testing during curb ramp operations (7 shifts).
3. Perform field observations during cast-in-place-drilled-hole (CIDH) excavation operations (8 shifts).
4. Perform field observations during CIDH steel inspection excavation operations (4 shifts).
5. Perform field observations, material sampling and testing during structure.
6. Portland Cement Concrete (PCC) operations (4 shifts).
7. Perform professional services such as project coordination/management, generating laboratory test result reports and final report preparation services.

Labor Compliance

1. Verify applicable wage determination; document verification as required. Prepare wage rate sheets as needed.
2. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with DIR; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists.
3. Attend preconstruction conference(s) to present labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
4. Verify and document appropriate jobsite posting of wage rate information and required posters (e.g., Copeland Act "Anti-Kickback," Davis-Bacon and Related Act (DBRA), Equal Employment Opportunity (EEO), etc.), as applicable.
5. Coordinate with City and/or Resident Engineer/Resident Inspector (RE/RI) site visits to monitor workforce utilization and perform confidential labor compliance interviewing of employees on



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site, using appropriate forms, in the correct frequency and of the proper work classifications, as required.

6. Receive and review documentation from public works observers or inspectors; compare with contractor-submitted documents. Continuously monitor contractor-submitted documentation, through electronic payroll software or direct submission, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation (state DAS apprentice certifications and federal DOL certifications where applicable, DAS-140, DAS-142, training fund payments), deduction authorizations, contractor and employee information sheets, and all other applicable labor compliance documentation.
7. Monitor apprentice/trainee-to-journeyman ratios; resolve out-of-ratio occurrences with enforcement of restitution pay for unsupervised apprentices (overutilization) and notification to deficient contractors (underutilization). Provide review of Skilled and Trained Workforce (STWF) requirements and contractor submittals on any project with STWF provisions. Monitor monthly submissions and ongoing compliance with PLA or CWDA, as needed.
8. Follow up with contractor by telephone, email, and/or certified mail regarding document submittals and payroll discrepancies; provide detailed description of alleged deficiencies; outline corrective action to be taken; enforce regulatory deadlines for compliance.
9. Receive, pursue, and document labor complaints from employees and outside monitoring organizations; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
11. Prepare and submit monthly, quarterly, semi-annual, and annual reports, as needed, for City progress payments and internal use, as well as for submission to government authorities and funding source(s).
12. Maintain content and format of labor compliance file in conformance with applicable government requirements.
13. Coordinate project file reviews and audits by authorized local, county, state, and federal agencies; participate in hearings before the DIR/Labor Commissioner, DOL, or other official entity.
14. Prepare and submit a close-out compliance report for each project, indicating compliance with funding source labor compliance requirements. Submit complete labor compliance file to City for retention.

Grant Funding Administration

1. Prior to award or after contract award but not later than the first invoice, verify that the City has completed LAPM Exhibit 10-C A&E Consultant Contract Database online, submitted copies of LAPM Exhibits 10-O1 Local Agency Proposer DBE Commitment (Consultant Contracts) and 10-O2 Local Agency Proposer DBE Information (Consultant Contracts) to the Caltrans DLAE, and for consultant contracts over \$150,000 submitted LAPM Exhibits 10-A A&E Consultant Financial Document Review Request and 10-K Consultant Certification of Contract Costs and Financial Management System to Caltrans IOAI.
2. Monitor the Inactive Obligations List and Project End Date (PED) on the Caltrans Local Assistance website and notify City staff of any pending deadlines to submit invoice or lapsing PED.



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3. Prepare and submit to the Caltrans DLAE LAPM Exhibit 5-A Local Agency Invoice at least once every 6 months based on the following items provided by the City: copies of consultant invoices, contractor's contract progress payments, cancelled checks, E-76, executed Program Supplement Agreement, Caltrans Finance Letter, and LAPM Exhibit 15-L Local Agency Contract Award Checklist.
4. If a request for post-award finance letter adjustment is needed, prepare revised LAPM Exhibits 3-A Project Authorization/Adjustment Request, 15-M Revised Detail Estimate and Summary, and 17-E Change Order Summary based on the final construction and consultant costs and submit to the Caltrans DLAE.
5. To close out the project, prepare and submit to the Caltrans DLAE the Federal Report of Expenditures (FROE) and Final Invoice including LAPM Exhibits 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist, 17-C Local Agency Final Inspection Form, 17-G Materials Certificate, 5-A Local Agency Invoice, 15-M Final Detail Estimate and Summary, and 17-E Change Order Summary based on the following items provided by the City: copies of final consultant invoices, contractor progress payments, final retention payment, cancelled checks, 17-F Final Report - Utilization of DBE, First Tier Subcontractors and 17-O DBE Certification Status Change.

Key/Critical Issue Identification

There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for permit inspection is necessary to have effective mitigation of future maintenance issues.
- A project-specific quality assurance program is essential on federally funded projects to ensure compliance with LAPM testing requirements comprehensive materials quality control.

Project Controls

City Liability Mitigation

Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City's potential liability, the City's inspection staff is provided with detailed check sheets for a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety

Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify



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the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

Contractor Compliance

Willdan will provide the City's inspector with a comprehensive checklist for the type work included in the City's Project. The City's inspector will work closely with the Resident Engineer to monitor the work for conformance with the plans, specifications, and LAPM requirements. For example, the inspector will verify certificates of compliance and required mix designs have been reviewed and accepted prior to use on the Project.

Project-Specific Quality Assurance Plan

Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan's Resident Engineer, Mike Bustos, PE, ENV SP, will prepare project-specific quality assurance plans and oversee their implementation and use throughout the term of each project. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project-specific documentation.

Willdan has adopted the Caltrans Construction Manual and will incorporate Caltrans' prescribed standards and procedures by superimposing Caltrans' Construction Manual/City quality assurance program testing frequency tables and applying the data to construction materials used for the project. A matrix will be generated from the correlation of these documents that summarizes in detail the testing and frequency required for materials entering the project. All team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will have been formulated before construction begins.

Our team understands the importance of the quality assurance process and is committed to strict adherence to the project-specific plan throughout construction.

Communication Approach

Willdan recognizes that effective, ongoing, cooperative communication between all parties over the course of any project is essential to successful completion. This communication starts with a project kick-off meeting where the objectives and expectations of the City for the project are clearly articulated and understood by Willdan. In addition, agreed-upon methods and scheduling of formal reporting are established with identification of individuals to be involved in the project's decision-making process. This sets forth accountability and responsibility for informing and facilitating the project.

As the project progresses, communication continues through regular correspondence, teleconference discussions, and meetings with City staff to obtain direction on issues that may arise and keep City staff apprised of the project status. Clear and concise progress updates are provided. Emails and



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teleconferences are utilized whenever possible and appropriate to minimize City staff time spent in meetings.

Critical Key Issues to Success

Willdan has identified key issues specific to this project that are considered critical to ensuring construction of the project is completed successfully.

Key Issue	Willdan's Approach
Project Administration	Institution of standard procedures for project records and inspection processes conforming to the highest standards for the monitoring and administration of federally funded projects. Willdan's proposed staff has the requisite federal funding experience to manage the City's traffic synchronization project.
Public Outreach to Businesses and Residents	Residents of this city are very vocal about the construction works and activities in their community. Public notices must be based on realistic and "almost firm" schedule(s) that should be put out based on each phase of the construction. Interaction with the public in the field is also very important and should be handled with a high degree of prudence and public relation acumen. Specific public outreach tasks are provided in the public outreach section of our scope of work.
Quality Assurance	A project-specific quality assurance program is essential on federally funded projects to ensure compliance with LAPM testing requirements comprehensive materials quality control.
Long Lead Items	Willdan's Resident Engineer, upon award of the construction contract, will reach out to the selected contractor to request the immediate submittal of all long lead items. Willdan suggest the request be made prior to the scheduling of the preconstruction meeting, as much of the traffic signal synchronization equipment has a six- to eight-week procurement time.

Goals

Willdan has had two primary objectives since our inception in 1964:

1. Ensuring the success of our clients
2. Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction inspection team brings to each project.

To these goals, we add individual project-oriented goals that include:

- Continuous communication with City staff, contractor, and design team
- Impeccable recordkeeping and reporting
- Rigorous budget control – minimizing change orders
- Comprehensive schedule control – keeping the project moving while resolving design, contractor, or other project-related challenges



Our ultimate goal is to surpass our clients' expectations and provide a completed project that benefits City staff, Council members, business owners, and residents.



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Areas of Expertise

Willdan is thoroughly familiar with regulatory agency permitting requirements and environmental, design, and construction procedures and requirements for capital improvement and private land development projects. Although each project may encompass different components and requirements, the general process remains the same – following the Greenbook and Caltrans Local Assistance Procedures Manual (LAPM).



Over 26 years ago, **Willdan adopted Caltrans' Construction Manual (LAPM) as our in-house quality standard and have incorporated Caltrans' prescribed standards and procedures into our everyday inspection routine.**



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The follow chart illustrates our team’s knowledge with Federal, State, and Local regulations.

	 Federal	 State	 Local
 Construction Engineering	<ul style="list-style-type: none"> Standard Specifications for Public Works Construction (Greenbook), BNI Standard Plans for Public Works Construction, BNI 	<ul style="list-style-type: none"> State of California (Caltrans) Design Manuals, Standard Plans, and Standard Specifications State of California (Caltrans) Manual of Uniform Traffic Control Devices (MUTCD) State of California (Caltrans) Local Assistance Procedures Manual (LAPM) Caltrans Local Assistance Program Guidelines (LAPG) Cal/OSHA Guidelines 	<ul style="list-style-type: none"> City of San Fernando Standard Plans
 Labor Compliance	<ul style="list-style-type: none"> Community Development Block Grant (CDBG) U.S. Department of Housing (HUD) Federal Highway Administration (FHWA) Highway Bridge Replacement and Rehabilitation (HBRR) Federal Transit Administration (FTA) Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) United States Environmental Protection Agency (EPA) Department of Energy (DOE) 	<ul style="list-style-type: none"> State Compliance California State Water Board (SWRCB) Caltrans Compliance Department of Industrial Relations (DIR) Measure R Proposition 84 Disadvantaged Business Enterprise (DBE) 	<ul style="list-style-type: none"> City Compliance County Compliance Local Hire Compliance Living Wage Compliance



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QA/QC Plan

Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Mr. Chris Baca will provide project oversight and ensure our internal goal of quality is met. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. We do this by adhering to the following steps.



Willdan adopted Caltrans' Construction Manual (LAPM) as our in-house quality standard and have incorporated Caltrans' prescribed standards and procedures into our everyday inspection routine. This ensures we meet federal and state guidelines from the start.



ENSURING QUALITY

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work complies with applicable federal funding requirements, LAPM, and the contract documents.

Document Control



Willdan’s document management is defined by the practices and procedures used to create, distribute, and store various types of project documentation, including, but not limited to letters, e-mail correspondence, plans, memorandums, exhibits, work orders, and staff reports. Our team will ensure Willdan staff safely stores all documents in a project folder to provide an accurate and complete archive of project documentation that is always readily available to the City. To facilitate the convenience of securely sharing the latest project documentation with the City, Willdan utilizes the cloud-based storage site Box.com. The City will be provided a link to our Box.com storage site where they can view their current and past project files at any time and at no additional cost. This service allows for timely, easy access, and cost-effective deliverables to the City.

Contractor Compliance



Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspector will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the



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plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will ensure all materials used in the construction of the project have been reviewed by the Project Resident Engineer prior to use on the Project. In addition, Willdan's assigned inspector, Mr. Victor Ayala, will assist the City's inspector with the monitoring of the contractor's operations for conformance with all applicable City Standards by with the approved material testing lab and will not accept any material that has not been accepted by the materials testing lab.

Schedule Control

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This



allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. As part of our effort to meet City of San Fernando's performance expectations and meet project deadlines, common scheduling alerts will be set up using the notifications application in iOS or Outlook Calendar to alert the Project Manager and Construction Manager of deadlines for the project. Of course, not all projects can meet strict processing deadlines due to complex issues that might, for example, require an approval or information from an outside agency. Under such circumstances, the City Project Manager will be immediately notified of any potential project delay. Strategies will be developed and implemented to resolve project challenges and expedite the approval of the affected projects. As the Construction Manager, Mr. Cisneros will monitor all progress on a weekly basis.

Budget Control



The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the work quality is compliant with applicable funding requirements and the contract documents. Our Construction Inspector will work with the Resident Engineer, Mike Bustos, to coordinate, work, proactively assist the general contractor's construction efforts, and maintain fluid channels of communication with the Department's design consultants to technically support the construction effort and the efforts of the Department in achieving successful completion with minimum complications. Once construction has begun, Willdan will:

- Review and monitor the work as it is constructed, along with supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the budget
- Track the progress and quality of construction
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements



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- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to the Department on construction progress and all technical and economic parameters.

The Construction Manager is the base for any decisions and provides assignment of specific duties on a daily basis, while monitoring the success of their fulfillment. He has specific administrative duties, which include review of field activities.

Willdan will provide the services of a Construction Manager (CM) to manage the construction contract on behalf of the Department. The Department Project Manager (PM) will oversee and provide guidance and owner's decisions to the Resident Engineer.

Quality Control Methodology

Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team.

Safety / Covid-19 Procedures



Our staff has been directed to minimize face-to-face meetings to the extent possible and practice social distancing when in-person meetings are necessary. Our field personnel are required to wear PPE at all times on job sites, including face coverings and glasses, and to limit close interactions with contractor personnel. In order to ensure effective communication during meetings throughout the construction process, Willdan utilizes Cisco WebEx Teams to conduct online meetings. This software allows for meeting attendees to share computer screens, so that all attendees can review reference documents that need to be shared, such as photos, plan sheets, etc., while working remotely from different locations.

Continuous Training



Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, LAPM, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

Most of our inspectors have American Construction Inspectors Association certification and attend regular seminars, college courses, and in-house presentations to keep current on construction technologies. Inspectors are required to provide proof of certifications and Willdan assists with payment of the certification/license fees. Many of Willdan's inspectors have obtained their QSP, ACIA, or APWA certifications through this reimbursement program.



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Willdan Advantages

In summary, Willdan is qualified to perform the work associated with the City of San Fernando’s Traffic Signal Project for the following reasons:

- Willdan Engineering has been providing comprehensive in-house Construction Management over 60 years.
- Willdan Engineering will be the City’s Single-Point of Contact for turn-key services and the City’s liaison between the Contractor and City.
- We are experts in Federal, State, and Local Guidelines and Requirements.
- We have successfully completed over 100 Caltrans Audits!
- LAPM guidelines are a part of our in-house quality standard.
- Expert traffic signal inspectors available to assist the City.

Willdan Success Story

Willdan’s team was faced with a project where the owner wanted to convert an existing facility into another usage. The owner wanted the design and construction of the 60,000-square-foot conversion to be completed within six months.

Willdan’s team honestly informed the owners that a six-month schedule was not possible, and a normal schedule of 12 to 15 months would be more realistic. Willdan’s devised and presented a plan to break the project into six construction packages that would achieve project completion within a 9-month schedule. The owner gladly accepted this plan.

This is an example of how effective construction management and Willdan’s tactful planning overcame a project schedule hurdle.

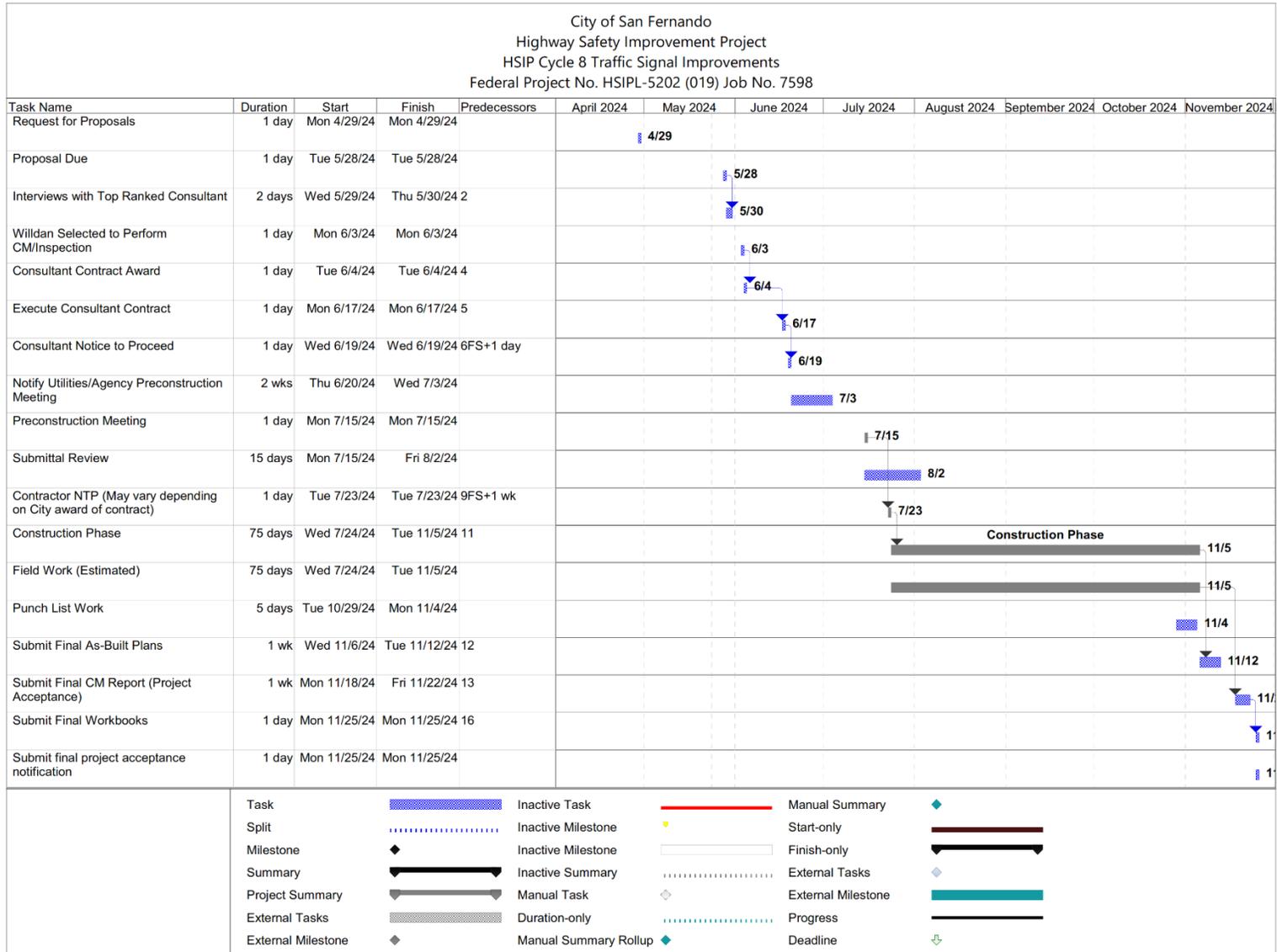
AGENCY COMPLIANCE

Willdan has completed over 100 successful Caltrans Audits. We are experts in meeting and guiding projects to pass Caltrans requirements.



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Schedule of Work



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Conflict of Interest Statement

To the best of our knowledge, Willdan does not have any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.

Willdan acknowledges that this proposal will remain in effect for ninety (90) days following the date proposal submittals are due.

Litigation

In the normal course of our operation, while we have pending liability litigation but they do not materially affect our operation or cause any material impact to us financially.

Contract Agreement

Willdan has reviewed and accepts all the terms and conditions outlined in the City's standard consultant services agreement and can meet all insurance requirements.



City of San Fernando

Local Assistance Procedures Manual

Exhibit 10-01
Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: CITY OF SAN FERNANDO 2. Contract DBE Goal: 15%
 3. Project Description: Construction management, inspection, labor compliance and materials testing services.
 4. Project Location: San Fernando
 5. Consultant's Name: Wildan Engineering 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Labor Compliance	39479	Comprehensive Housing Services, Inc. Gayle Bloomingdale, (714) 841-6610	10.00
Material Testing	45365	Aragon Geotechnical, Inc. Luis Arguello, (951) 776-0345	26.00

Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	36.00 %		
17. Local Agency Contract Number: <u>CIP 0562</u>	18. Federal-Aid Project Number: <u>HSIPL-5202(019)</u>				
Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  05/28/2024			
21. Local Agency Representative's Signature <u>Kenneth Jones</u>	22. Date <u>818-898-1222</u>			12. Preparer's Signature <u>Chris Baca, RCI, CESSWI</u>	13. Date <u>562-364-8198</u>
23. Local Agency Representative's Name <u>Management Analyst</u>	24. Phone			14. Preparer's Name <u>Director of Construction Management</u>	15. Phone
25. Local Agency Representative's Title				16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



City of San Fernando

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

Willdan has no lobbying activities to disclose

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: <i>Chris Baca</i></p> <p>Print Name: Chris Baca, RCI, CESSWI</p> <p>Title: Director of Construction Management & Inspection</p> <p>Telephone No.: (562) 364-8198 Date: 5/28/24</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

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May 8, 2013



Cost Proposal

In accordance with the City's RFP, a separate cost proposal has been submitted in a separate sealed envelope.





13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com

City of San Fernando

Local Assistance Procedures Manual

Exhibit 10-01
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Material Testing	45365	Aragon Geotechnical, Inc. Luis Arguello, (951) 776-0345	26.00
Local Agency to Complete this Section 17. Local Agency Contract Number: <u>CIP 0562</u> 18. Federal-Aid Project Number: <u>HSIPL-5202(019)</u> Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			11. TOTAL CLAIMED DBE PARTICIPATION 36.00 %
21. Local Agency Representative's Signature <u>Kenneth Jones</u>		12. Preparer's Signature  Chris Baca, RCI, CESSWI	
22. Date <u>818-898-1222</u>		13. Date <u>05/28/2024</u>	
23. Local Agency Representative's Name <u>Management Analyst</u>		14. Preparer's Name Director of Construction Management	
24. Phone _____		15. Phone _____	
25. Local Agency Representative's Title _____		16. Preparer's Title _____	

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City of San Fernando

Local Assistance Procedures Manual

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

11. Individuals Performing Services
 (including address if different from No. 10)
 (last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
 \$ _____ actual planned

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

 (attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Chris Baca
 Print Name: Chris Baca, RCI, CESSWI
 Title: Director of Construction Management & Inspection
 Telephone No.: (562) 364-8198 Date: 5/28/24

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Federal Use Only:

Standard Form LLL Rev. 04-28-06

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May 8, 2013



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
 By: Wendell Johnson, Director of Public Works
 Victor Meza, Water Operations Manager

Date: July 1, 2024

Subject: Consideration to Award a Professional Services Agreement to Eurofins Eaton Analytical, LLC for Public Water System Laboratory and Analytical Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement (Attachment “A” - Contract No. 2263) to Eurofins Eaton Analytical, LLC (Eurofins) in an amount not-to-exceed \$160,000 per fiscal year, for Public Water System Laboratory and Analytical Services for a three-year term, with a City option to renew for two (2) one-year terms; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

- 1. On March 28, 2024, a request for proposal (RFP) (Attachment “B”) was published for the Public Water System Laboratory Qualification Specification for the Water System Laboratory and Analytical Services.
- 2. On April 29, 2024, the City received two qualifying proposals to provide Laboratory and Analytical Services for the Public Water System from Eurofins and Weck Laboratories Inc.

ANALYSIS:

The Safe Drinking Water Act (SDWA) is a federal law that protects Americans’ drinking water quality. Under SDWA the United States Environmental Protection Agency (EPA) establishes Federal Standards for drinking water quality for both natural and man-made contaminants that each state must enforce. These standards determine the Maximum Contaminant Levels (MCLs)

Consideration to Award a Professional Services Agreement to Eurofins Eaton Analytical, LLC for Public Water System Laboratory and Analytical ServicesPage 2 of 3

allowable for a specific contaminant in drinking water at the tap and associated compliance monitoring requirements.

These drinking water standards are set at levels necessary to protect the public from acute and chronic health risks associated with consuming contaminants in drinking water supplies such as lead, nitrates, and harmful bacteria. Water system operators are required to serve drinking water that meets all State and Federal Drinking Water Standards by conducting routine sampling and analysis of their drinking water supplies to certify compliance. States must comply with these standards but have the option to adopt more stringent standards, or develop standard regulations for contaminants that the Federal Government has not acted on. A state cannot set a drinking water standard that is less protective than the EPA.

Water Sampling and Testing.

The State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively known as the California Water Boards (Water Boards) is responsible for regulating public water systems that provide drinking water across the State. As a water system operator, the State and Regional Water Board mandates that the City monitor the quality of its water in accordance with the Federal Clean Water Act (CWA) and the State's Porter-Cologne Water Quality Control Act. To comply with these mandates, the City is required to take weekly, monthly, quarterly, and annual water quality samples, totaling approximately 2,120 annual water quality samples to be tested by a certified laboratory.

Award of Contract.

The Public Works Water Division initiated a formal competitive solicitation process on March 28, 2024, to procure a three-year contract, with two (2) one-year options to extend, for water laboratory testing and analysis services. The City received two proposals by the due date of April 29, 2024, from Eurofins and Weck Laboratories Inc. After a thorough review and comparison of the experience, certifications and technical requirements, Eurofins was determined to be the most responsive and best-value qualified team, meeting or exceeding all stated criteria.

A detailed cost comparison was also conducted. Eurofins' proposal was found to be the most cost-effective, particularly as it did not include charges for courier services, unlike Weck Laboratories' proposal, which included a \$90 fee for each courier pickup. Given that the Water Division requires two courier pickups per week, Weck's courier fees would add \$9,360 per year to the overall cost. The total cost for Eurofins' services was calculated at \$3,729.50, whereas Weck Laboratories' cost was significantly higher at \$7,323.00 for the same services. As a result, Eurofins emerged as the most cost-effective proposer.

Consideration to Award a Professional Services Agreement to Eurofins Eaton Analytical, LLC for Public Water System Laboratory and Analytical Services

Page 3 of 3

Furthermore, Eurofins not only met all required qualifications necessary for providing water testing and analysis but also has a recent history of delivering extensive laboratory testing for the City's water system. Their geographic proximity to the City ensures a quick response to any water testing needs.

The proposed contract award to Eurofins will enable the City to meet the State Water Board's mandate for regular testing of the City's water supply effectively and efficiently.

BUDGET IMPACT:

Staff is recommending a three-year contract with two one-year options to renew at an annual cost for services not-to-exceed \$160,000. Approving Contract No. 2263 for Public Water System Laboratory and Analytical Services will not impact the current fiscal year budget. There is sufficient funding currently appropriated in the Water Fund (070-384-0000-4260) to cover the cost of services for the Fiscal Year 2024-2025 Budget, pending City Council Adoption. Subsequent year funding through the term of the agreement will be proposed during future year budget processes.

CONCLUSION:

It is recommended that the City Council approve Contract No. 2263 for Public Water System Laboratory and Analytical Services with Eurofins Eaton Analytical, LLC and authorize the City Manager to make non-substantive changes and execute the Professional Services Agreement and all additional documents.

ATTACHMENTS:

- A. Contract No. 2263, including:
 - Exhibit "A": City's Request for Proposal
 - Exhibit "B": Eurofins Eaton Analytical, LLC Proposal



2024
PROFESSIONAL SERVICES AGREEMENT
EUROFINS EATON ANALYTICAL, LLC
Water Testing & Analytical Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of July, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and EUROFINS EATON ANALYTICAL, LLC., (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 consulting services for Public Water System Laboratory Qualification Specifications – Water Testing & Analytical Services; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of July 1st 2024, under Agenda Item No. _____

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

SECTION 1. SCOPE OF SERVICES.

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "PUBLIC WATER SYSTEM LABORATORY QUALIFICATION SPECIFICATION" issued March 28, 2024 under the heading "Scope of Services", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "DRINKING WATER TESTING – RFP 2024 -PUBLIC WATER SYSTEM LABORATORY QUALIFICATION SPECIFICATIONS" dated April 12, 2024(hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as Exhibit "A" and "B" respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 2 of 24

CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

- B. CONSULTANT shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONSULTANT shall perform the Services 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. By executing this Agreement, CONSULTANT warrants that CONSULTANT: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONSULTANT warrants that CONSULTANT has or will investigate any location where the Services are to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONSULTANT discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONSULTANT shall immediately inform the CITY of such fact and shall not proceed, except at CONSULTANT’s risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Services, CONSULTANT shall 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 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 CONSULTANT’s cessation or abandonment.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 3 of 24

SECTION 2. TERM.

- A. This Agreement shall have a term of THREE (3) years commencing as of July 1, 2024 and ending on July 1, 2027 (the "Term"). The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term or any prior extension term.
- 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.
- C. CONSULTANT shall perform the Services continuously and with due diligence. CONSULTANT shall cooperate with CITY and in no manner interfere with the Services of CITY, its employees or other consultants, CONSULTANTS or agents.
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subcontractors 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.
- G. CONSULTANT shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

SECTION 3. PERFORMANCE OF SERVICES.

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

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 4 of 24

(each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no Services under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONSULTANT shall begin and complete performance of the Services to completion in a timely and a diligently manner as possible.

SECTION 4. COMPENSATION.

- A. A. CONSULTANT shall perform all the Services in accordance with the schedule of unit prices and charges set forth under the heading "Fee Proposal" at page 19 through 23 of the CONSULTANT Proposal (the "Approved Compensation Schedule").
- B. CONSULTANT's total compensation during any single fiscal year during Term of this Agreement or any extension term shall not exceed the annual sum of ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000) (hereinafter, the "Fiscal Year Not-to-Exceed Sum"). CONSULTANT 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 Services.
- C. Upon completion of any sample delivery group, CONSULTANT will submit to CITY an itemized invoice indicating the Services and any out-of-pocket expenses incurred that are eligible for reimbursement under the terms of the Approved Compensation Schedule. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 5 of 24

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.

SECTION 5. STANDARD OF CARE.

CONSULTANT represents, acknowledges and agrees as follows:

- A. CONSULTANT shall perform all work in a manner consistent with the degree of skill and care exercised by members of the same professional currently practicing under the same conditions;
- B. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 6 of 24

required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services or tasks 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONSULTANT's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONSULTANT has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

SECTION 6. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be ALEX MENDEZ (hereinafter, the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

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- B. Consultant Representative. For the purposes of this Agreement, Katie Beall, Account Manager is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to CONSULTANT's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Consultant Representative"). Notice to the Consultant Representative whether written or verbal shall constitute notice to CONSULTANT. The Consultant's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 7. CONSULTANT'S PERSONNEL.

- A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other services and tasks necessary for CONSULTANT to competently and timely complete the improvements contemplated under this Agreement. All Services will be performed under CONSULTANT's supervision, and CONSULTANT's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONSULTANT shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services. CONSULTANT shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONSULTANT's performance of the Services, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

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- F. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services contemplated under this Agreement.

SECTION 8. [RESERVED – NO TEXT]

SECTION 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

- A. To the extent any labor performed in connection with CONSULTANT's performance under this Agreement is subject to the payment of prevailing wages, CONSULTANT and any subcontractor performing or contracting any portion of the Services shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
 - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Contract. CONSULTANT and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONSULTANT and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 - 2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONSULTANT and any subcontractor under CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONSULTANT is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONSULTANT shall post a copy of said prevailing rate of per diem wages at each job site.

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- B. As required by Section 1773.1 of the California Labor Code, CONSULTANT shall pay travel and subsistence payments to each worker needed to execute the Services, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONSULTANT shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONSULTANT shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONSULTANT is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONSULTANT and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONSULTANT and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONSULTANT is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONSULTANT and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONSULTANT or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONSULTANT. Pursuant to California Labor Code Section 1777.7, in the event CONSULTANT willfully fails to comply with the provisions of California Labor Code

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Section 1777.5, CONSULTANT shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONSULTANT is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONSULTANT, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONSULTANT may so act, and in such case, the insurance required by this paragraph need not be provided. CONSULTANT is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONSULTANT shall not commence the Work, until CONSULTANT submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONSULTANT in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONSULTANT and submitted to the City Engineer for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONSULTANT of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

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SECTION 10. PROHIBITED INTERESTS.

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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

SECTION 11. INDEPENDENT CONTRACTOR.

- A. All acts of CONSULTANT, its agents, officers, subcontractors and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONSULTANT, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONSULTANT shall determine the method, details and means of performing the Work. CONSULTANT 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 CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

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- D. If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 12. CONFLICTS OF INTEREST.

CONSULTANT hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONSULTANT in connection with this project. CONSULTANT hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONSULTANT agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

SECTION 13. NON-DISCRIMINATION.

During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT 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

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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. CONSULTANT 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. This CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

SECTION. 14. INDEMNIFICATION.

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, 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 all negligent acts, errors or omissions of CONSULTANT or CONSULTANT's employees, agents or subcontractors in the performance of the Services or CONSULTANT's 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. 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. 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.
- B. 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.
- C. 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.
- D. 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.

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- E. 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.
- F. The duty 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.

SECTION 15. INSURANCE.

- A. CONSULTANT 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.
- B. CONSULTANT shall require each of its subconsultants or subcontractors 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. CONSULTANT 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 CONSULTANT'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONSULTANT 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.

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- F. CONSULTANT 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. CONSULTANT 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 CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers 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.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONSULTANT 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 CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

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- 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 CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT 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.

SECTION 16. RECORDS AND INSPECTION.

CONSULTANT 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 services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 17. 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 CONSULTANT specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative or the City Manager. CONSULTANT shall be compensated in accordance with the Approved Compensation Schedule for all Services completed and eligible reimbursable costs incurred up to the effective date of CITY's termination for convenience. CONSULTANT 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

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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) 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; (ii) CONSULTANT'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 CONSULTANT, whether voluntary or involuntary; (iv) CONSULTANT'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 CONSULTANT 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. CONSULTANT 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 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 3-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 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, CONSULTANT may submit a written request for additional time to cure the Event of Default upon

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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 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 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 CONSULTANT within thirty (30) calendar days of CONSULTANT'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 CONSULTANT shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement (or the performance of any specific task or function performed by CONSULTANT 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 shall 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 shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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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 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 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, CONSULTANT's sole remedy shall 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. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services 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.

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SECTION 18. FORCE MAJEURE.

The Completion Date shall 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, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 19. 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 CONSULTANT'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.

TO CONSULTANT:

EUROFINS EATON ANALYTICAL, LLC
Attn: Katie Beall, Account Manager
941 Corporate Center Drive.
Pomona, CA. 91768
Phone: 909-634-9307

TO CITY:

City of San Fernando
Public Works Department Water Division
Attn: Victor Meza, Water Operations Manager
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1293

SECTION 20. PROHIBITION.

CONSULTANT 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 CONSULTANT.

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SECTION 21. ATTORNEY FEES.

In the event that CITY or CONSULTANT 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 attorney's fees.

SECTION 22. 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 CONSULTANT 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 CONSULTANT.

SECTION 23. 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 24. 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 25. 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.

CONTRACT SERVICES AGREEMENT

CONTRACT NO. 2263

Water Testing & Analysis Services

Page 22 of 24

SECTION 26. 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

EUROFINS EATON ANALYTICAL, LLC

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Public Water System Laboratory Qualification Specifications

RELEASE DATE: March 28, 2024

RESPONSE DUE: April 29, 2024

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified commercial laboratory firms to provide full-service environmental testing under the Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program (TNI). The City is seeking a reliable contract laboratory and regulatory information resource who routinely analyzes more than 200 individual water quality parameters for water and analyses according to 40 CFR 141 and 40 CFR 136 and other acceptable water quality test methodologies.

The City anticipates executing a multi-year contract with the option to renew on a fiscal-year basis for up to five (5) years.

MINIMUM REQUIREMENTS

All firms must meet the following minimum requirements to participate in the City's Request for Proposals (RFP) process:

1. Certifications
 - The NELAC Institute (TNI) Licensure
 - State of California ELAP Licensure for Specialized Methods
 - Hexavalent Chromium BY EPA 218.6 and EPA 218.7
 - 1,2,3-TCP BY SRL Method
 - TBA by EPA 524.2m
 - Volatiles by EPA 524.3
 - Perchlorate by EPA 331
 - Cryptosporidium/Giardia by EPA 1623
 - EPA Lab Approval for UCMR5 & PFAS
 - Ninety-Five percent of all analyses listed in the RFP conducted in-house without subcontracting
2. Capacity
 - At least 1 dedicated instrument for each analysis
 - At least 2 dedicated instruments and 2 dedicated staff members for all major methods (Volatile Organics, Perchlorate, Nitrate, Hexavalent Chromium, PFAS)
 - At least 1 dedicated in-house Courier staff
3. Customer Services
 - Located within 75 miles of the requesting public water system
 - Available for deliveries and pick-ups 5 days per week & Weekend/Holidays for emergency samples.
 - Web-based client access portal and data reporting system
 - EDT to State Water Board (Write On, Geotracker)
 - EDT to the EPS CDX systems
 - EDD capability and example (SAMS, WaterTrax, HachWIMS)

- CLIP

SCOPE OF SERVICES

To provide full-service environmental testing under the Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program (TNI), contractor shall provide the following services:

1. Project coordination to ensure all scheduling of analysis meets project specific requirements and regulatory deadlines.
2. Vendor must have the ability to supply bottles, labels and materials for collection and handling of samples, including sample bottle kits and properly sized ice chests.
3. Provide courier services for the pick-up and delivery of samples to the laboratory facility.
4. Acknowledge receipt of samples by completing the chain-of-custody form for each set of samples and returning a copy of the completed chain-of-custody form with the corresponding analysis reports.
5. Analysis shall be performed only within the procedures approved for the Vendor under certification by CA-ELAP, and with appropriate quality assurance/quality control practices.
6. Methods shall be as described in accordance with Title 22 and 40 CFR Part 141 for the drinking water program.
7. The Vendor must ensure that analysis performed shall have verifiable method detection levels (MDLs), Method Reporting Limits (MRLs), Practical Quantitation limits (PQLs), instrument limits (ILs), and other limits consistent with USEPA and/or the City's accepted standards.
8. Analyses will be conducted in the standard turnaround. The Vendor will also have facility to complete expedited service.
9. If there is need for the City to re-sample due to an error that is the fault of the contracted laboratory (i.e. requested analysis is not completed by the lab, sample is dropped, holding times are expired before analysis is complete, etc.), the analysis of the re-sample will be done at no extra charge to the City.
10. Vendor shall submit the analysis reports with the corresponding invoices for services.

11. Vendor must be able to provide reports in both electronic deliverable format such that data can be integrated into LIMS, electronic data transfer to Regional Water Quality Control Board's Geotracker site, electronic data transfer to state CLIP database such that data can be reported to the state, and other electronic formats as requested by the City (CD, email, etc.).
12. Vendor shall submit the report within the requested turnaround time.
13. Vendor shall complete the copy of the current Chain-of-Custody form initiated by the City and provide the Sample Receiving and Chain-of-Custody standard operating procedure
14. Data shall be available on the online portal for City use within the requested turnaround time.
15. The Vendor will furnish SDS forms for every product delivered, as required.
16. During the emergency, Vendor will provide the City of San Fernando with all available supplies, materials, equipment and/or services on a priority basis.

LABORATORY SERVICES

Contract terms may include, but will not be limited to:

1. Full documentation of laboratory testing and materials costs, by measure, with negotiated and agreed-to mark-ups or fees presented in an open-book pricing/cost structure;
2. Detailed description of services to be provided;
3. Key staffing assignments and guarantee of availability of assigned key staff to provide laboratory results regulatory resource information;
4. Specific financing arrangements and terms;
5. A requirement for a performance bond guaranteeing that the facility will be either available as indicated, or plan of action in the event of default.

ANTICIPATED REQUIRED TESTING

The following list consists of what the City deems the most frequently ordered “water quality laboratory test” to be performed.

- Total/Fecal Coliform w/E.Coli (presence/absence)
- Total Coliform (MPN)
- Heterotrophic Plate Count
- Nitrate as N
- Nitrate as N (same day results)
- Nitrite as N
- Sulfate
- Fluoride
- Conductivity
- General Mineral & Inorganics
- Arsenic
- Lead and Copper
- General Physical
- Perchlorate (2ppb)
- Perchlorate (1ppb)
- Hexavalent Chromium
- Asbestos
- Trihalomethanes
- Haloacetic Acids
- Gross Alpha
- Volatile Organics (short list)
- Volatile Organics (extended list)
- 1,2,3-Trichloropropane
- Nitrosamines (NDMA only)
- Nitrosamines (extended list)
- Synthetic Organics (551, 525, 505, 515, 531, 547, 548, 549, 1613)
- UCMR 5
- PFAS
- Title 22

*Firm must state within proposal the ability to perform each test stated above. If not able to perform a particular test, Firm must provide an alternate method.

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 an efficient and cost-effective & manner.

B. Questions/Clarifications

To be considered responsive to the RFP requirements, interested firms must submit a proposal indicating their knowledge and experience related to the services being sought. **If you have any questions, please contact Victor Meza, Water Operations Manager by phone at 818-898-1293 or by email at vmeza@sfcity.org.**

A Pre-Proposal Meeting has been scheduled as follows

Date & Time: Tuesday , April 18th 2024 at 2:00 p.m.
Location : 120 Macneil Street
San Fernando, CA. 91340

C. Submission of Bid Proposals

In order for your proposal to be considered submit four (4) copies marked "RFP-Public Water System Laboratory Qualification Specifications." With one (1) fee proposal in a separate sealed envelope to:

City of San Fernando
City Clerk's Office
Julia Fritz
117 Macneil Street
San Fernando, CA. 91340

Submission Deadline : Monday, April 29, 2024 at 4:00 p.m.

All proposals received after that time will not be accepted.

The City reserves the right to reject any or all proposals submitted.

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

A standard form professional services agreement (**Attachment A**) will be executed subsequent to the Director of Public Works' review and City Council approval of the recommended firm.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	March 28, 2024
Deadline for submittal of Proposal:	April 29, 2024
Evaluation of Proposals:	May 9, 2024
Execute Agreement:	May 20, 2024

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of services
2. Relevant experience within the past 10 years and references
3. Responsiveness to and clarity of the Request for Proposal
4. Cost Proposal

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. The Firm's Qualifications and Experience
 - Profile of Firm
 - Positive references from Water Agencies
 - Similar work experience
 - Statement of qualifications
2. Firm/Staff Availability
 - Staffing expertise
 - Strength and stability of Firm
 - Current work load/availability
3. Service Understanding
 - Understanding of service objectives
 - Understanding of needs
 - Knowledge of the Water Industry and Laboratory Industry
4. Scope of Work
 - Detailed and addresses the minimum requirements
 - Reasonableness of Proposed Service Approach
 - Turn Around Time / Commitment to Customer Service
5. Proposal Quality
 - Meet General submission Requirements
 - Meet Proposal Presentation Criteria

- Follow Required Format
6. Schedule
 - Submit a detailed schedule as well as description of tasks, subtasks and deliverables
 7. Fee Proposal
 - Fee shall be shown on last page of proposal
 8. References
 - Three (3) references from public sector clients the firm has contracted with for similar Water System Laboratory Testing Services within the last five (5) years. Describe work provided and dates work was performed



Drinking Water Testing

RFP 2024 Public Water System Laboratory Qualification Specifications

Proposal Contact: Katie Beall
Phone: 909-634-9307
Email: Katie.Beall@ET.EurofinsUS.com

Prepared For:
San Fernando
120 MacNeil Street
San Fernando, CA 91340



April 12, 2024

City of San Fernando
120 MacNeil St
San Fernando, CA 91340
Attn: Alex Mendez

RE: Public Water System Laboratory Qualification Specifications

Eurofins Eaton Analytical, LLC (Eurofins) is pleased to submit the enclosed response to continue to serve as the City's contract laboratory for water system laboratory services. We have served and supported the City's water department for more than 20-years. We have a long-standing and positive track record of service with Water Department staff.

Our successful partnership serving as your contract laboratory is predicated on the following key areas:

- **Institutional knowledge** - Eurofins presently maintains all of the City's drinking water project set-ups and analytical results in our LIMS and MyEOL online portal to eliminate avoidable delays and disconnect of historical data inherent in transitioning to a new service provider.
- **One-Stop Shopping** to avoid delays/costs associated with subcontracting of your samples
- **Knowledgeable Staff** to minimize your time required to manage schedules & compliance
- **User-Friendly Sampling Instructions/Kits** to reduce your time needed for field collections
- **Sample Pick-Ups** by our own couriers for your convenience 7 days a week
- **Extensive Capacity** to facilitate processing of your samples within holding times
- **Dedicated Drinking Water Facility** to reduce contamination & re-sampling
- **Dedicated Instrumentation** to each method to eliminate test changeover delays
- **Rush Analysis without surcharge** so we report results prior to 10th of the month deadline
- **Write-On Automated Uploads** to ensure correct data submissions to DDW and/or EPA
- **Routine In-Person Meetings** to maintain our accountability to your needs

We appreciate your consideration and look forward to providing the City with professional analytical services for Public Water System Laboratory Qualification Specifications. We welcome your visit to our new facility in Pomona in the coming year.

Respectively Submitted,
Eurofins Eaton Analytical, LLC

A handwritten signature in black ink that reads "Katie Beall".

Katie Beall
Account Manager

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This proposal includes data that shall not be disclosed outside the organization to which it was submitted, and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror or quote as a result of – or in connection with – the submission of this data, the Buyer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Buyer’s right to use information contained in this data if it is obtained from another source without restriction.

FIRM QUALIFICATIONS AND EXPERIENCE

PROFILE OF FIRM

Company Name: Eurofins Eaton Analytical, LLC (Eurofins)

Years in Business: 54

Authorized Representative to conduct contract negotiations:

Camila Gadotti, President

Camila.Gadotti@ET.EurofinsUS.com

P: (612) 214-7362

Full Mailing Address: 941 Corporate Center Drive, Pomona CA 91768

P: (909) 634-9307

F: (866) 988-3757

E: Katie.Beall@ET.EurofinsUS.com

CA DIR: 10000444098

Number of Employees: >200

UEI Number: S39UYJ133CJ3



STATEMENT OF QUALIFICATIONS

Eurofins provides water testing for almost 500 public agencies across the United States. Our resume of experience as a water testing leader includes work on many significant and high profile projects involving regulated and emerging contaminants at the Federal and State level.

You can be assured that Eurofins has the capacity to meet your testing needs. If the need arises for additional capacity, our labs have the ability to quickly add instrumentation and staff. Our owner, Eurofins Scientific, has made a commitment to provide the resources necessary to support our growth and sustainability. Laboratory capacity and backlog is tracked on a continuous basis by all levels of management using information from the Laboratory Sample Information System (LIMS) including turnaround time and in-house work. Each lab has a large inventory of instrumentation and a significant capacity to handle large, high-volume projects. Each maintains state-of-the-art instrumentation to perform complex analyses. All equipment has been selected from reputable manufacturers based upon reliability, ease of operation and maintenance, and accuracy. The instruments are maintained and calibrated in accordance with the lab's Quality Assurance Program. Our instrument-maintenance programs ensure reliable service for a high volume of analyses. Each piece of equipment receives preventative and scheduled maintenance as recommended by the methodology or manufacturer's instructions. Logbooks document the maintenance activities for each instrument. Instrument calibrations conform to the specifications of the method or protocol being performed and are documented as required. The program for calibration and maintenance complies with applicable U.S. EPA and client-specific guidelines. We're continually adding new instrumentation in our laboratory and have the ability to validate and bring these instruments on-line quickly.

As part of the NELAC accreditation, Eurofins Eaton Analytical performs numerous analyses of proficiency testing (PT) samples. In addition to the mandatory PT samples, the laboratory also purchases and analyzes on a regular basis special single-blind or double-blind samples for certain parameters that are not mandatory, and the laboratory participates in round-robin studies with other private or public organizations for certain parameters of interest. Eurofins Eaton Analytical's 100% complete and passing PT performance granted the laboratory approval for EPA UCMR5.

FIRM / STAFF AVAILABILITY

Presently the lab employs roughly 135 permanent professional staff operating in a brand new 25,000 square foot analytical space in Pomona, CA. We have a \$1M per year capital budget to fund new testing equipment, support key staff hires, expand our emerging contaminants research, improve information systems, and expedite data delivery.

LEAD PROJECT TEAM

Name	Position	Degree/ Discipline	Years of Experience	Years with Eurofins
Nate Fresquez	Project Manager	BA Psychology	6	1
Terri Harlin	Client Services Manager	HS	12	12
Katie Beall	Account Manager	MBA Management, BA Biology	6	1

Mr. Nate Fresquez will continue to serve as the City’s assigned Project Manager. Nate has 5 years of industry experience in project management and is based in our Pomona Laboratory. Nate will be responsible for fulfilling all kit order requests, coordinating front-end logistics (deliveries, pick-ups, drop offs) and ensuring reporting of analytical data, reports and invoices correctly and on time. Nate approves all logged orders, review all final results and sign off on all reports and invoices.

Ms. Terri Harlin is the Pomona location’s **Client Services Manager**. Terri oversees the Client Services department, including all of Project Management. She serves as a point of contact for you and your team should you need to seek additional information and communication. Terri has been with Eurofins for 12 years, serving as the Service Center Manager at Eurofins Environmental Testing, North Central. She is a great addition to the Pomona team and is ready to assist with serving your needs.

Ms. Katie Beall is our Account Manager. She meets routinely with clients to ensure feedback is received and translated into performance improvement on the part of Eurofins. Katie has a Master’s Degree in Business Administration from University of California Riverside and a Bachelor’s of Art in Biology from Buffalo State College University.

STAFFING EXPERTISE

The project management team works with the Analytical Team who together will help ensure the Authority’s need for quality data and services are met. Each has at least ten years direct experience in the analysis of samples from Water Utilities in all 50 States and are thus both knowledgeable about and experienced with the sample matrices, required compound lists, and QC requirements unique to the drinking water industry.

Name	Position	Degree/ Discipline	Years of Experience	Years with Eurofins
Camila Gadotti	President	M.B.A., M.S. Food Science B.S. Biological Sciences	13	2
Caroline Sangari	Business Unit Manager	BS Cell & Molecular Biology	21	1
Eddie Rodriguez	Laboratory Director	BS Chemical Engineering	33	2
Robert Dean	Quality Assurance Manager	BS Biology/Chemistry	30	18
Marnellie Ramos	Organics Manager	BS Chemistry	20	3
Walter Hsieh	Inorganics Manager	BS Chemistry	37	22
Lisa Louie	Microbiology Manager	BS Microbiology	6	5

Ms. Camila Gadotti, President, has the responsibility in ensuring the operational efficiency and accuracy of laboratory procedures, cost analysis, overhead control, marketing, and project management across all lab facilities. Camila has over 12 years of experience in the laboratory services industry. She earned her Master of Business Administration in Marketing at Hamline University, a Master's of Science in Food Science at the University of Minnesota and a Bachelor of Science in Biological Sciences from Universidad Federal de Uberlandia.

Ms. Caroline Sangari, Business Unit Manager, has the responsibility in ensuring the operational efficiency and accuracy of laboratory procedures, cost analysis, overhead control, marketing, and project management across all lab facilities. Caroline has over a decade of experience in the laboratory services industry. She earned a Bachelor of Science from the University of Nevada.

Mr. Eddie Rodriguez, Laboratory Director, responsible for overall laboratory operation and performance and currently works at the Pomona Laboratory. Ed has over 33 years of environmental laboratory experience with a background in organic analysis. He is responsible for the day-to-day operations of the Organics Department and ensures that there are adequate resources to perform the requested analyses. He received a B.S. in Chemical Engineering from Saint Louis University.

Mr. Robert Dean, QA Manager, oversees the implementation of our comprehensive QA and Ethics Program policies and procedures. Robert initiates (or schedules) proficiency testing and performance audits (both internal or 3rd party) to verify that policies and procedures are adhered to on a continuous basis. He also supports the investigation of data to verify results for our clients and is available to address technical or regulatory questions pertaining to laboratory certification or operations. Mr. Dean has over 30 years environmental experience, including over 18 years with Eurofins. He holds a Bachelor's degree in Biology and Chemistry from the College of Charleston.

Ms. Marnellie Ramos is our Organics Manager. She is responsible for the day-to-day operations of the Organics Department and ensures that there are adequate resources to perform the requested analyses. She has experience as a lab manager, supervision and organics chemist that spans over 20 years. Marnellie has a Bachelor's of Science in Chemistry from the University of the Philippines.

Mr. Walter Hsieh is our Inorganics Manager. He has over 37 years of experience, including 21 years at Eurofins as a Manager, Laboratory Supervisor and Bench Chemist. He oversees the day-to-day operations of the inorganics and radiochemistry departments that includes staffing, operation and equipment maintenance. Mr. Hsieh has a Bachelor's degree in Chemistry from Loma Linda University, CA.

Ms. Lisa Louie is our Microbiology Manager, has 7 years of experience in microbiology and 5 years with Eurofins. She oversees the Microbiology department which includes staffing, operation and equipment maintenance. Lisa has a Bachelor's of Science in Microbiology from the University of California, Riverside.

All Eurofins employees undergo rigorous and ongoing professional and technical training, including:

- Review of Health & Safety Program
- Review of Code of Ethics Policy
- Review of Quality Assurance Manual
- Review of relevant Method SOPs
- Initial Demonstration of Competence (IDC) – MDL Study, PT Sample, MS Sample

Ongoing annual analytical competency training for all technical staff is also implemented at Eurofins and includes:

- Review of QA Manual, CHP Manual and relevant Method SOP(s)
- Successful analysis of blind PT samples
- Successful Demonstration of Capability (DOC) - MDL Study, PT Sample, MS Sample
- Successful analysis of 4 consecutive LCS samples

SERVICE UNDERSTANDING

UNDERSTANDING OF SERVICE OBJECTIVES AND NEEDS

Eurofins has served at the City's contract laboratory since 2000. Because the City does not have any in-house testing capabilities, we have performed 100% of the City's sample analysis, including weekly bacteriological & General Physicals, DBPs, Title 22 IOC-VOC-SOC and Radiochemistry compliance analyses. We have supported the City with its special project work (LCR, UCMR, TCP, PFAS) and Nitrate removal facility monitoring. Critical to our success serving as the City's contract laboratory is our ability to respond rapidly to supply and sample pick up requests (due to our close proximity) and availability to support after hours and weekend requests for follow up & confirmation monitoring.

KNOWLEDGE OF THE WATER INDUSTRY

Eurofins is the recognized leader in drinking water regulatory testing. Our strengths include regulatory knowledge and methods development. Our staff is actively involved in regulatory program development and analytical methods. We work extensively with agencies at the Federal and State level as a laboratory testing stakeholder, assisting with analytical methods development, detection limits, quality assurance procedures and ongoing research. Our staff regularly attends AWWA, ACWA, CWEA, ELTAC, TIN, WEF, WaterReuse Association and other industry related conferences and workshops as attendees, presenters, donors and sponsors.

Our resume of experience as a water testing leader includes work on many significant and high profile projects involving regulated and emerging contaminants at the Federal and State level:

- EPA contractor for the National Pesticide Survey (1987-88)
- California Association of Testing Labs founding member
- California ELTAC member (1990-present) and chair (2016-17)
- Standard Methods Joint Editorial Board chair/member (1992-present)
- Information Collection Rule accredited laboratory (1997-99)
- EPA contractor for UCMR Methods Validation (2000-Present)
- US Bureau of Reclamation contractor for Cal Delta surveillance program (2000-Present)
- EPA contractor for UCMR Database Beta Testing (2001-2009)
- EPA LT2 ESWTR laboratory stakeholder (2001-Present)
- EPA contractor for UCMR Small Systems (2001-Present)
- US Geological Survey contract laboratory supporting GAMA program (2004-2007)
- EPA method Co-Author for Perchlorate EPA 314 (2010)
- WaterRF 4167 Methods for PPCP analysis Co-Principal Investigator (2012)
- California Contaminants of Emerging Concern Blue Ribbon Panel participant (2013)
- EPA collaborator verifying Nitrosamines method alternatives (2014-Present)
- AWWA Technical Advisory Workgroup stakeholder for the CCL (2012-Present)
- ELTAC member (Present)
- SCCWRP Microplastics Methods Validation Study participant (Present)

Eurofins is also routinely called upon by industry associations and instrumentation providers to provide technical expertise and input with new methods and to validate analytical alternatives to enhance existing EPA methods. Examples include:

- Ion Chromatography verification in both water & wastewater matrices (Dionex, 1984)
- Evaluation of Analytical Methods for Arsenic for Arsenic MCL (AWWARF, 1994)
- Gamma Spec analysis for Radium (Georgia Tech Research Institute, 2008)
- Luminescence technology for Assimilable Organic Carbon analysis (Suez, 2010)
- GC Triple Quad MS for Nitrosamines (Agilent, 2014)
- High Resolution Orbitrap Mass Spectrometry for PFCs and Hormones (Thermo, 2014)
- Evaluation of Radionuclide methods (AWWA, 2011 and 2015)
- EPA workgroup for PFAS methods
- ITRC Workgroup Member – PFAS and Microplastics (Present)

LABORATORY LOCATION AND HOURS

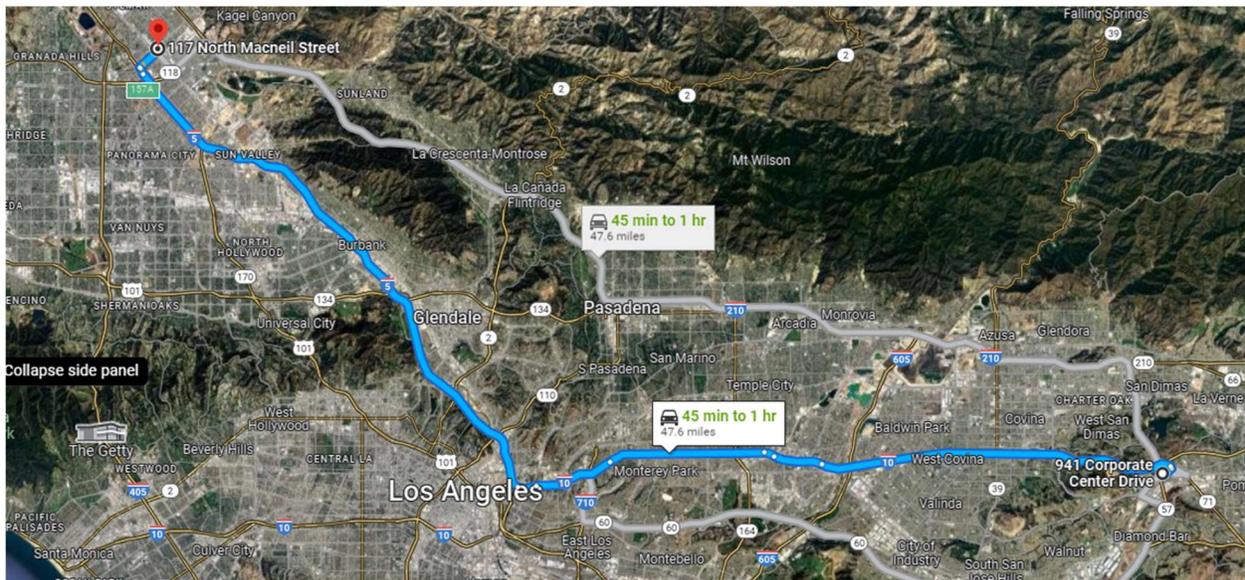
Eurofins is in close proximity, less than 50-miles, to the City's field operation locations supporting daily sample collection.

Address: 941 Corporate Center Drive, Pomona CA 91768

Hours: Monday through Friday 8:00am-5:00pm
Saturday 8:00am-12:00pm

Sunday receiving is available by pre-coordination with Project Manager

Holidays: Please consult Project Manager. The lab is closed all major holidays unless there is an emergency and pre-scheduled exceptions with Eurofins.



SCOPE OF WORK

At the outset of the new contract, Eurofins will request and coordinate a project kick-off meeting with key City Staff to review the current project schedules for each system including UCMR5. At this initial meeting, we will identify the sample pick up schedules, confirm project contacts/methods for communication and review past performance and areas for improvement.

The advantage of continuing to work with Eurofins for the drinking water program is that all systems, projects, sample locations, site codes and sample descriptions are already memorialized in our Laboratory Information Management System (LIMS) as sample groups.

We invite the City staff for a face-to-face kickoff meeting with a dual objective of ensuring seamless project setup as well as provide an opportunity to tour our new laboratory facility.

SAMPLE MANAGEMENT

Sample pick-ups are scheduled one week in advance and based on the sample schedule confirmed by each of the water system supervisors. Because of our close proximity, samples arrive at Eurofins on the day of sample collection. We will contact the City staff immediately whenever samples are received with breakage, leakage, inverted septa or air bubbles (for Volatile samples), incorrect containers, wrong preservatives, missing container labels, incomplete paperwork or excessive temperature. Each cooler temperature is measured and recorded on the sample custody form. Tracking numbers are then assigned to each sample and scheduled for analysis. Analytical Departments are notified to retrieve any samples with short holding times or samples requiring rush turnaround times so processing can commence immediately. Remaining samples are stored at 4°C in walk-in refrigerators. Temperatures in all cold storage areas are measured twice each day to ensure required temperature is maintained (TNI standard 5.5.3). Volatiles samples are segregated in separate refrigerators to prevent cross-contamination.

Level I chain of custody is adhered to while your samples are in our possession. Eurofins is a secured building, with pass key access and locked refrigerators. Custody documentation is maintained on the Custody Form, on Run Logs and/or Bar Codes to indicate where the samples are located at all times. Samples are disposed after 30 days when holding times expire or according to other requirements as requested by our clients.

SAMPLE KITS

Sample containers for all analyses except certain microbiological methods are purchased in batches, pre-cleaned by each vendor according to EPA guidelines. Every batch is associated with a lot number, identified on each container and tracked to trace any contamination that might originate with the vendor. All Volatiles and Metals lots are tested additionally at Eurofins to verify the absence of contamination. When required by the method, containers are preserved by according to 40 CFR 136-149 and the Manual for the Certification of Laboratories



(5th edition). Only reagent grade (or HPLC-grade) water and preservatives are used. Pre-labeled containers are included with ice packs, packaging material, customized custody form and kit inventory for every entry point, plant effluent and set of source and/or distribution system sample sites. Foam inserts and color coded caps are used to provide a user-friendly mechanism to complete these complex sampling requirements. The pre-labeling of containers eliminates unnecessary time spent in the field documenting sample site information. Sample Kits can be delivered all at once each month, on a weekly basis or as requested by the customer.

SAMPLE PICK-UP



Our clients are water agencies responsible for public health. Therefore, we maintain staff availability for courier, login and analytical services on weekends, holidays and after hours with advance notice. We presently employ in-house couriers, each available to pick-up samples any day of the week at the City's desired pick-up schedule. The City staff will have the ability to arrange pick-up after hours (after 3:00pm) or emergency courier services in order to submit recollected or confirmation samples for analysis.

ANALYTICAL METHODS

The analytical methods performed at Eurofins are based primarily on methods specified by various federal, state and local regulations. If more stringent standards or requirements are included in the mandated test method or by regulation, the laboratory guidance is that all SOPs meet such requirements even if the requirement is more stringent than the corresponding TNI standard. If it is unclear which requirements are more stringent, the laboratory follows the standard from the method or regulation. All analysts must follow the QC protocols and essential QC measures specified by the laboratory's method manual (SOPs). The majority of methods come from the U.S. Environmental Protection Agency. Other common methods are from *Standard Methods for the Examination of Water and Wastewater*, approved regulatory editions.

All methods and method modifications are documented fully in individual SOPs. Methods are modified if, and only if, the original method goals for precision and accuracy have been met or exceeded. Modifications are usually implemented due to available resources or to expedite the process without sacrificing quality. All Methods are validated prior to analyzing client samples. The validation includes a Method Detection Limit (MDL) study following current 40CFR 141 protocols, an analyst precision and accuracy study and subsequent review and approval by the Group Manager, Lab Director and Quality Assurance Officer. Every Eurofins analyst follows the QC protocols and essential QC measures specified by the laboratory SOPs

It is the policy of Eurofins to be conservative when reporting non-detection on a sample. Consequently, we have implemented minimum reporting levels (MRLs) that must be at or above the lowest standard associated with that analytical run rather than reporting to the MDL. This ensures that all data reported as "detected" will have some degree of analytical precision associated with them. An MRL check sample is normally included with every run to verify

sensitivity. Semi-quantitative data below the MRL are available on a client-specific data quality objectives (DQO) basis.

SUBCONTRACTORS

Eurofins Pomona is a dedicated drinking water focused laboratory and we will subcontract less than 2% of the City's project samples. The following are our designated internal Eurofins subcontractor laboratories who are qualified to perform specialty analyses:

Eurofins South Bend (CA 2920) – Back-up drinking water laboratory
Eurofins St. Louis (CA 2886) - Radiochemistry

PROPOSAL QUALITY

QUALITY ASSURANCE PROGRAM (QAP)

The Eurofins' general Quality Assurance Program (QAP) is modeled after the EPA Lab Certification Manual for Drinking Water Laboratories and the TNI 2016 Lab Standards to meet our NELAP accreditation requirements. Our program follows a logical work sequence and employs a number of criteria to reflect our commitment to generating accurate, legally and scientifically defensible compliance data. The QAP includes the following elements:

- Formalized, validated analytical and operational standard operating procedures.
- Annual demonstrations of capability for all compliance tests
- Ongoing checks to ensure the use of current and acceptance standards.
- Use of minimum reporting levels that are at or above the lowest calibration standard and also above the method detection limit to help foster a high degree of data accuracy.
- Strict adherence to chain of custody procedures and sample documentation.
- Calibration levels that are established at or below federal triggers for increased monitoring
- Multiple data reviews at the peer, supervisor and project management levels.
- Use of sophisticated queries for data storage, retrieval, interpretation, control charting and early warning of preliminary results inconsistent with sample history or exceeding regulatory thresholds.
- Data mining and query by location, date or constituent for clients from our LIMS (Pomona, CA).
- Pre-qualified subcontract laboratories for subcontracted analyses + contingency for tests performed in-house.

Additionally Eurofins maintains a UCMR5-specific Quality Assurance Program Plan (QAPP). This QAPP incorporates the aforementioned QAP plus additional specific unique UCMR5 QA/QC protocols, such as those referenced earlier.

CERTIFICATION

Eurofins has been audited and accredited by EPA in support of special regulatory programs (ICR, UCMR and LT2) in each of the last 17 plus years. We strive to educate ourselves and obtain as much knowledge as our clients. We collaborate with EPA, the State Water Board and ELAP on analytical methods, detection limit feasibility relative to proposed regulatory thresholds, best practices and acceptable precision & accuracy. This firsthand collaboration and interaction directly with regulators helps us know the priority for future regulations and our testing capabilities reflect that. Eurofins is accredited by four primary organizations:

Eurofins has held **ELAP accreditation** since the commencement of the program in 1988. Prior to that, we chaired the Association of California Testing (ACT) Laboratories group and worked closely with State regulators on laboratory approval standards, methods, training and quality systems. ELAP worked with Eurofins and other members of the Environmental Laboratory

Technical Advisory Committee (ELTAC) on finalizing quality standards for a new TNI-based program that is currently being implemented statewide.

Eurofins is also a **TNI-accredited** laboratory, hence our involvement and assistance to ELTAC and ELAP with integrating the 2016 TNI standards into the new State accreditation program. Of course, Eurofins already meets these anticipated new State standards. More than 90% of California laboratories do not qualify for TNI accreditation at the present time.

Eurofins is **ISO-accredited** as well, according to the latest ISO quality standard (17025). As an ISO laboratory, Eurofins has established and maintains standard operating procedures for ethics, data integrity, health & safety, staff training & management, facilities integrity and the like. Less than 5% of California laboratories are ISO-accredited.

Finally, Eurofins is **EPA-approved** to perform testing both the Unregulated Contaminants Monitoring Rule (UCMR5) and the Long-Term 2 (LT2) Enhanced Water Treatment Rule. Both of these accreditations require extensive and ongoing documentation of instrumentation, staff qualifications & experience and quality-specific project plans to support both regulatory program. Eurofins is presently EPA-approved for all UCMR5 methods and all LT2 methods. No other California laboratory can claim such certification status and coverage.

CAPACITY

You can be assured that Eurofins has the capacity to meet your testing needs. If the need arises for additional capacity, our labs have the ability to quickly add instrumentation and staff. Our owner, Eurofins Scientific, has made a commitment to provide the resources necessary to support our growth and sustainability. Laboratory capacity and backlog is tracked on a continuous basis by all levels of management using information from the Laboratory Sample Information System (LIMS) including turnaround time, and work in-house. Each lab has a large inventory of instrumentation and significant capacity to handle large, high volume projects. Each maintains state-of-the-art instrumentation to perform complex analyses. All equipment has been selected from reputable manufacturers based upon reliability, ease of operation and maintenance, and accuracy. The instruments are maintained and calibrated in accordance with the lab's Quality Assurance Program. Our instrument-maintenance programs ensure reliable service for a high volume of analyses. Each piece of equipment receives preventative and scheduled maintenance as recommended by the methodology or manufacturer's instructions. Logbooks document the maintenance activities for each instrument. Instrument calibrations conform to the specifications of the method or protocol being performed and are documented as required. The program for calibration and maintenance complies with applicable U.S. EPA and client-specific guidelines. We're continually adding new instrumentation in our laboratory and have the ability to validate and bring these instruments on-line quickly.

SCHEDULE

PRELIMINARY REPORTING

Our laboratory turnaround time goal is reporting of results within 10 working days of receipt. However, Preliminary Reporting can be used to receive laboratory results before a final report is complete. Once setup, these preliminary results are available by email or MyEOL.

REPORT DELIVERABLES

National and multinational clients who centrally manage environmental data benefit from Eurofins unified laboratory information management system (LIMS). Reports and electronic deliverables from any location, or deliverables that include data from multiple Eurofins locations, will be consistent and seamless. Our staff of dedicated IT professionals focuses exclusively on the delivery of data via electronic means to accommodate hundreds of client custom data management systems.

Eurofins reports are easy to review, are consistent across the company and are fully bookmarked for easy electronic navigation. The searchable PDF file allows users to quickly find and review data, reducing data management and validation costs. Final report deliverables include all of the following:

- Signed Cover Page with Project Name and Title referenced
- Sample Acknowledgement with corresponding work order and/or lab report number
- Chain of Custody
- Hits Report Summary with comparison to regulatory limits
- Analytical results with sample description, sample identification number, methodology used, reporting limits, dilution factors, units, analyze date 7 time, analyst performing the analysis, state and/ or federal limits, preparation date, time, and analyst preparing sample
- Report Comments/Narrative detailing deviations, holding times, and/or errors experienced in the laboratory from time sample acknowledged
- Level 2 data quality control
- QC Summary
- Batch QC Report (lab control spikes, matrix spikes, MRL check, method blank, surrogates)
- State Forms (for Title 22 drinking water)
- EDD (customized for import into any Water database with signed analytical report when electronically delivered)



INVOICING AND PAYMENT TRACKING

To further support our client's payment management effort, Eurofins can also provide monthly aging summaries. These summary reports detail all outstanding invoices organized according to project, issue date, amount, aging, etc., providing yet another mechanism to assist you with

organizing our invoices and your payment schedules. Invoices include each of the following data elements:

- Project and Sample Group reference
- Sample Identification
- Test(s) Completed
- Unit and Extended Cost
- Total Cost
- Contract or Purchase Order reference

ELECTRONIC DATA MANAGEMENT

MyEOL® is Eurofins online data delivery solution, available to all clients at no added cost. Allowing clients to track all aspects of their environmental data program, MyEOL® provides an additional means for clients to interact with their laboratory. Accessible from any web browser, MyEOL® provides the following benefits to our clients:

- Rapid access to data for real time decision making
- Customizable EDD creation
- Data trending capabilities by sample and analyte
- Budgeting tool for analytical projects
- Project status updates for results, electronic deliverables and other documents generated for your project
- Downloadable project documentation; invoices, reports, EDDs, and COCs
- Customizable displays capturing data in single grid and single click downloads to Excel
- Multi-project report generation capabilities allowing for the consolidation of multiple sample events into one EDD report
- Preloaded regulatory limits enabling the comparison of client results to existing regulatory standards.
- Ability to create personalized limits capable of comparison to client results



REFERENCES

CITY OF UPLAND

Eurofins has served as contract laboratory for the City of Upland for more than 20 years. We provide weekly sample pick up at the City Yard and conduct compliance and operational performance testing on groundwater, surface water and distribution system water. We also provide complete testing and reporting support for LCR, UCMR and Triannual SOCs. Critical to our success supporting the City of Upland has been our reliable, on-time delivery, consistent quality of data and technical/regulatory support in the implementation of new regulations. Annual spend: \$40k per year

Contract Lead: Norberto Ferreira
Phone: (909) 376-1190
Email: nferreira@uplandca.gov

SANTA CLARITA VALLEY (SCV) WATER

Eurofins has been working with the trio of water agencies (Valencia Water Company, Newhall County Water District, Santa Clarita Water Company) know now as Santa Clarita Valley (SVW) Water since 2002. We perform routine compliance analysis (Bacteriological, DBPs, and Annuals) and special projects (UCMR, TCP, and PFAS) for the agencies. However, our primary role for SVW Water is to support operational of the Saugus Perchlorate Treatment Facility, which utilizes ion-exchange treatment to remove Perchlorate from wells contaminated from the former Whittaker-Bermite munitions superfund site in Valencia. Eurofins performs weekly testing and expedited analysis plus confirmation samples to support plant operations. Recently, our analysis confirmed a movement of the Perchlorate plum which is critical information to our client's operation, including actions to shut down affected wells. Annual spend: \$100k per year

Contract Lead: Ryan Bye
Phone: (661) 259-2737
Email: rbye@scvwa.org

INDIO WATER AUTHORITY

Indio Water Authority is the 2nd largest water system in the Palm Spring area, with more than 20 groundwater wells and naturally occurring Hexavalent Chromium, Uranium and Arsenic. The Authority has worked with Eurofins for 13 consecutive years now. Critical to our success in supporting IWA has been our timely courier and logistics scheduling, regulatory consulting and ability to mobilize large analytical capacity in support of special projects and extensive well sampling for Title 22 and UCMR compliance. Annual spend: \$50k per year

Contract Lead: Rio Score
Phone: 760-899-8047
Email: Rscore@indio.org

FEE PROPOSAL

Included in this section is a completed itemized fee schedule. Fees are subject to change during the course of any final contract negotiation, should the City choose to engage with Eurofins and/or request our price adjustment as part of a final contract.

If there is a need to resample due to error in the analysis, such as a missed holding time, broken or lost sample, unmet QC objective, etc. as a result of an error on the part of Eurofins, the City will be notified immediately and resample analysis will be conducted expeditiously and at no charge.

**San Fernando Lab Fees - May 2024
Laboratory Qualification Specifications**

Analysis	Unit Pricing
Total/Fecal Coliform w/ E.coli (presence/absence)	\$ 16.00
Total Coliform (MPN)	\$ 18.00
Heterotropic Plate Count	\$ 16.00
Nitrate as N	\$ 16.00
Nitrate as N (same day results)	\$ 36.50
Nitrite as N	\$ 16.00
Sulfate	\$ 16.00
Fluoride	\$ 16.00
Conductivity	\$ 16.00
General Mineral & Inorganics	\$ 468.00
General Physical	\$ 31.00
Perchlorate (2ppb)	\$ 52.00
Perchlorate (1ppb)	\$ 130.00
Hexavalent Chromium	\$ 52.00
Asbestos	\$ 208.00
Trihalomethanes	\$ 78.00
Haloacetic Acids	\$ 156.00
Gross Alpha	\$ 68.00
VOC (short list)	\$ 105.00
VOC (long list)	\$ 155.00
1,2,3-TCP	\$ 130.00
Nitrosamines (NDMA only)	\$ 260.00
Nitrosamines (extended list)	\$ 415.00
PFAS by EPA 533	\$ 400.00
SOCs	\$ 1 750.00
UCMR5 (3-GW = 6 sampling events)	\$ 740.00
Lead and Copper	\$ 42.00

RUSH analysis
Results within 7 working days 1.25 x listed unit price
Final Results within 5 working days 1.50 x listed unit price
Final Results within 2-3 working days 2.00 x listed unit price
Final Results within 1 working days 3.00 x listed unit price

Price for metals	Price
1 element, including prep	\$ 25.00
2-3 elements, including prep	\$ 30.00
4-5 elements, including prep	\$ 40.00
6-7 elements, including prep	\$ 50.00

2024-2025 Pricing - Sub Test Breakdown

General Mineral	Price
Alkalinity	\$ 12.50
Bicarbonate	\$ 12.50
Boron	\$ 10.50
Calcium	\$ 10.50
Carbonate	\$ 10.50
Chloride	\$ 16.00
Copper	\$ 10.50
Electric Conductivity	\$ 16.00
Fluoride	\$ 16.00
Hydroxide	\$ 10.50
Iron/Manganese	\$ 10.50
Magnesium	\$ 10.50
MBAS / Surfactants	\$ 26.00
Nitrate - N	\$ 16.00
Potassium	\$ 10.50
Sodium	\$ 10.50
Sulfate	\$ 16.00
TDS	\$ 16.00
Total hardness	\$ 16.00
Zinc	\$ 10.50
Total	\$ 268.00

Inorganic Chemical	Price
Alumnium	\$ 10.50
Antimony	\$ 10.50
Arsenic	\$ 10.50
Barium	\$ 10.50
Beryllium	\$ 10.50
Cadmium	\$ 10.50
Chromium	\$ 10.50
Cyanide	\$ 16.00
Fluoride	\$ 12.50
Lead	\$ 10.50
Mercury	\$ 16.00
Nickel	\$ 10.50
Nirate - N	\$ 16.00
Nitrate/Nitrite	\$ 16.00
Sum Perchlorate	\$ 10.50
Selenium	\$ 10.50
Silver	\$ 10.50
Thallium	\$ 10.50
Vanadium	\$ 10.50
Total	\$ 223.50

SOCs	Price
551	\$ 130.00
525	\$ 235.00
505	\$ 130.00
515	\$ 130.00
531	\$ 130.00
547	\$ 130.00
548	\$ 130.00
549	\$ 130.00
1613	\$ 675.00
Total	\$ 1 820.00

UCMR5 (3-GW = 6 sampling events)	Price
PFAS 533	\$ 400.00
PFAS 537.1	\$ 300.00
200.7	\$ 40.00
Total	\$ 740.00

General Physical	Price
color	\$ 10.50
odor	\$ 10.50
turbidity	\$ 10.50
Total	\$ 31.50

MISCELLANEOUS ITEMS

The following non-analytical services are included for your consideration:

Item	Unit Price
Courier Pickup and Drop-off	No Charge
Sample Containers, preserved and pre-labeled with the City site names	No Charge
Coolers, Sampling Instructions, Additional Containers	No Charge
Customized Custody Forms with the City site names	No Charge
Results + Batch QC (blanks, spikes, surrogates, MRL checks)	No Charge
Web Data Files and Archive	No Charge
Custom EDF/EDD reports	No Charge
EDT to State Water Board (CLIP or Write On)	No Charge
EDD for database uploading (WaterTrax, SAMS, HachWIMS)	No Charge
Resampling due to lab error	No Charge
RUSH analysis for results prior to 10 th of the month	No Charge
Sample Kit (expedited/same day)	\$150
Sample Pick Up (after 4pm or weekend)	\$150 per pick up

Analyses will be completed within 10-working days from sample receipt on most methods. Data file uploads will include both sample data and associated QC data and occurs simultaneously when reports are submitted.

Surcharges for expedited analyses (excluding bacteriological and 10th of the month samples collected in the last week of the month):

- Results within 5 working days = 1.50 x listed unit price
- Results within 2-3 working days = 2.00 x listed unit price
- Results within 1 working day = 3.00 x listed unit price

OTHER INFORMATION

Eurofins Eaton Analytical, LLC ("Eurofins") Contracts Department has reviewed the City of San Fernando's Request for Proposals for Analytical Testing Services and has the following comments and proposed changes:

SCOPE OF SERVICES

9. Eurofins generally agrees to this provision; however, Eurofins prefers to have the contract recognize the parties' obligation to work together in the event of an error requiring resampling and reanalysis. It is requested that paragraph 9 be modified as follows:

If there is need for the City to re-sample due to an error that is the fault of the contracted laboratory (i.e. requested analysis is not completed by the lab, sample is dropped, holding times are expired before analysis is complete, etc.), the analysis of the re-sample will be done ~~at no extra charge to the City.~~

When re-extraction or reanalysis is required (ie., spike accuracy or precision, blank contamination, calibrations, etc. outside QC limits). The Vendor is expected to perform the additional analytical run at no additional cost. If the Vendor has an inappropriate sample amount to reanalyze due to its failure, the Vendor will be required to pay for the costs of resampling and reanalysis. Any resampling, validation or program management or any other costs of the City to be charged to the Vendor under the terms of this contact, shall not include profit or markup. Such reasonable costs will be negotiated by the Vendor and the City prior to sample kit pickup or shipment for such work and shall be based on usability of the data. If the Vendor is required to resample due to its error, the City will only be responsible for the cost of one set of valid results for the parameters resampled. In no case shall the City unreasonably withhold the Vendor's right to independently defend its data

CONTRACT SERVICES AGREEMENT

Section 4. COMPENSATION

A. Eurofins typically issues invoices concurrently with the issuance of our analytical reports rather than collecting them for a monthly invoice. We request the following modification:

~~Following the conclusion of each calendar month,~~ Upon completion of any sample delivery group, 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.

Section 5. STANDARD OF CARE

- A. Eurofins request the following modification:

CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field in a manner consistent with the degree of skill and care exercised by member of the same profession currently practicing under the same conditions.

- H. Eurofins request the contract recognize the parties' obligation to work together in the event of an error requiring resampling. The following language is therefore proposed to replace this section in its entirety:

The Parties acknowledge and agree that CONTRACTOR shall perform, at ~~CONTRACTOR's own cost and expense and without any reimbursement from CITY,~~ any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants

Any resampling, validation, or program management or any other costs of the CITY to be charged to CONTRACTOR under the terms of this contract, shall not include profit or fee. Such costs will be reasonable and shall be based on usability of the data. In no case shall the CITY unreasonably withhold CONTRACTOR's right to independently defend its data

Section 14. Indemnification

- A. Eurofins believes that indemnification clauses should reflect a fair and equitable allocation of the risk involved in the work. Eurofins will not accept liability for a client's negligence. Additionally, Eurofins cannot accept the potential for unlimited damages in any project as we cannot incorporate such unforeseeable damages into our prices. It is therefore requested that subsection A and B be stricken, and the following language be added as a new paragraph:

Notwithstanding anything to the contrary states elsewhere in this Contract, CONTRACTOR's maximum liability under this Contract or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed \$100,000. Where there is negligence of the CITY, CONTRACTOR's duty of indemnification and defense cost shall be in proportion to its allocable share of such joint negligence or misconduct. In no event shall CONTRACTOR be liable to the CITY for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Contract.

Section 17. Termination

A. Termination for Convenience Eurofins expects to be compensated for all work properly prepared through the date of any such termination. It is therefore requested the following be added to this subsection:

CITY will pay CONTRACTOR for services (including additional services) rendered, performed, or procured through such phase, including expenses, at the rate stated in the Agreement plus all termination expenses. Termination expenses means additional Reimbursable Expenses directly attributable to termination



CERTIFICATIONS



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL LABORATORY ACCREDITATION

Is hereby granted to

Eurofins Eaton Analytical, LLC - Pomona

941 Corporate Center Drive
Pomona, CA 91768

Scope of the certificate is limited to the
"Fields of Accreditation"
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2813**
Effective Date: **6/22/2023**
Expiration Date: **6/18/2025**

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Program Manager
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Fields of Accreditation**



Eurofins Eaton Analytical, LLC - Pomona

941 Corporate Center Drive
Pomona, CA 91768
Phone: 6263861100

**Certificate Number: 2813
Expiration Date: 6/18/2025**

Field of Accreditation:101 - Microbiology of Drinking Water

101.010 001	Heterotrophic Bacteria	SM 9215 B
101.020 001	Total Coliform P/A	SM 9221 B
101.020 002	Fecal Coliform P/A	SM 9221 B,E
101.020 003	E. coli P/A	SM 9221 B,F
101.020 004	Total Coliform (Enumeration)	SM 9221 B,C
101.020 005	Fecal Coliform (Enumeration)	SM 9221 B,E
101.020 006	E. coli (Enumeration)	SM 9221 B,F
101.050 001	Total Coliform P/A	SM 9223 B Colilert
101.050 002	E. coli P/A	SM 9223 B Colilert
101.050 003	Total Coliform (Enumeration)	SM 9223 B Colilert
101.050 004	E. coli (Enumeration)	SM 9223 B Colilert
101.050 005	Total Coliform P/A	SM 9223 B Colilert 18
101.050 006	E. coli P/A	SM 9223 B Colilert 18
101.050 007	Total Coliform (Enumeration)	SM 9223 B Colilert 18
101.050 008	E. coli (Enumeration)	SM 9223 B Colilert 18
101.050 009	Total Coliform P/A	SM 9223 B Colisure
101.050 010	E. coli P/A	SM 9223 B Colisure
101.140 001	Enterococci	SM 9230 B
101.170 001	Enterococci	Enterolert

Field of Accreditation:102 - Inorganic Chemistry of Drinking Water

102.020 001	Turbidity	EPA 180.1
102.026 001	Calcium	EPA 200.7
102.026 002	Magnesium	EPA 200.7
102.026 003	Potassium	EPA 200.7
102.026 004	Silica	EPA 200.7
102.026 005	Sodium	EPA 200.7
102.026 006	Hardness (Calculation)	EPA 200.7
102.030 001	Bromide	EPA 300.0
102.030 002	Chlorate	EPA 300.0
102.030 003	Chloride	EPA 300.0
102.030 004	Chlorite	EPA 300.0
102.030 006	Nitrate (as N)	EPA 300.0
102.030 007	Nitrite (as N)	EPA 300.0

As of 6/22/2023 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

102.030	009	Sulfate (as SO4)	EPA 300.0
102.040	001	Bromide	EPA 300.1
102.040	003	Chlorate	EPA 300.1
102.040	004	Bromate	EPA 300.1
102.040	008	Nitrite (as N)	EPA 300.1
102.044	001	Bromate	EPA 317.0
102.045	001	Perchlorate	EPA 314.0
102.047	001	Perchlorate	EPA 331.0
102.050	001	Cyanide, Total	EPA 335.4
102.100	001	Alkalinity	SM 2320 B-1997
102.120	001	Hardness (Calculation)	SM 2340 B-1997
102.130	001	Specific Conductance	SM 2510 B-1997
102.140	001	Residue, Filterable TDS	SM 2540 C-1997
102.175	001	Chlorine, Free	SM 4500-Cl G-2000
102.175	002	Chlorine, Total Residual	SM 4500-Cl G-2000
102.180	001	Chlorine Dioxide	SM 4500-ClO2 D-2000
102.191	001	Cyanide, Total	SM 4500-CN F-1999
102.192	001	Cyanide, Amenable	SM 4500-CN G-1999
102.200	001	Fluoride	SM 4500-F C-1997
102.203	001	Hydrogen Ion (pH)	SM 4500-H+ B-2000
102.240	001	Phosphate, Ortho (as P)	SM 4500-P E-1999
102.242	001	Silica	SM 4500-SiO2 C-1997
102.262	001	Organic Carbon-Total (TOC)	SM 5310 C-2000
102.263	001	Dissolved Organic Carbon (DOC)	SM 5310 C-2000
102.270	001	Surfactants	SM 5540 C-2000
102.280	001	UV254	SM 5910 B-2011

Field of Accreditation: 103 - Toxic Chemical Elements of Drinking Water

103.130	001	Aluminum	EPA 200.7
103.130	003	Barium	EPA 200.7
103.130	004	Beryllium	EPA 200.7
103.130	007	Chromium	EPA 200.7
103.130	008	Copper	EPA 200.7
103.130	009	Iron	EPA 200.7
103.130	011	Manganese	EPA 200.7
103.130	012	Nickel	EPA 200.7
103.130	017	Zinc	EPA 200.7
103.130	018	Boron	EPA 200.7
103.140	001	Aluminum	EPA 200.8
103.140	002	Antimony	EPA 200.8
103.140	003	Arsenic	EPA 200.8
103.140	004	Barium	EPA 200.8
103.140	005	Beryllium	EPA 200.8

As of 6/22/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

103.140	006	Cadmium	EPA 200.8
103.140	007	Chromium	EPA 200.8
103.140	008	Copper	EPA 200.8
103.140	009	Lead	EPA 200.8
103.140	010	Manganese	EPA 200.8
103.140	011	Mercury	EPA 200.8
103.140	012	Nickel	EPA 200.8
103.140	013	Selenium	EPA 200.8
103.140	014	Silver	EPA 200.8
103.140	015	Thallium	EPA 200.8
103.140	016	Zinc	EPA 200.8
103.140	018	Vanadium	EPA 200.8
103.310	001	Chromium VI (Hexavalent Chromium)	EPA 218.6
103.311	001	Chromium VI (Hexavalent Chromium)	EPA 218.7

Field of Accreditation:104 - Volatile Organic Chemistry of Drinking Water

104.030	001	1,2-Dibromoethane (EDB)	EPA 504.1
104.030	002	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1
104.035	001	1,2,3-Trichloropropane (TCP)	SRL 524M-TCP
104.200	001	1,1,1,2-Tetrachloroethane	EPA 524.2
104.200	002	1,1,1-Trichloroethane	EPA 524.2
104.200	003	1,1,2,2-Tetrachloroethane	EPA 524.2
104.200	004	1,1,2-Trichloroethane	EPA 524.2
104.200	005	1,1-Dichloroethane	EPA 524.2
104.200	006	1,1-Dichloroethylene (1,1-Dichloroethene)	EPA 524.2
104.200	007	1,2,3-Trichlorobenzene	EPA 524.2
104.200	008	1,2,4-Trichlorobenzene	EPA 524.2
104.200	009	1,2,4-Trimethylbenzene	EPA 524.2
104.200	010	1,2-Dichlorobenzene	EPA 524.2
104.200	011	1,2-Dichloroethane (Ethylene Dichloride)	EPA 524.2
104.200	012	1,2-Dichloropropane	EPA 524.2
104.200	013	1,3,5-Trimethylbenzene	EPA 524.2
104.200	014	1,3-Dichlorobenzene	EPA 524.2
104.200	015	1,4-Dichlorobenzene	EPA 524.2
104.200	016	2-Chlorotoluene	EPA 524.2
104.200	017	4-Chlorotoluene	EPA 524.2
104.200	018	Benzene	EPA 524.2
104.200	019	Carbon Disulfide	EPA 524.2
104.200	020	Carbon Tetrachloride	EPA 524.2
104.200	021	Chlorobenzene	EPA 524.2
104.200	022	cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene)	EPA 524.2
104.200	023	cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene)	EPA 524.2
104.200	024	Dichlorodifluoromethane	EPA 524.2

As of 6/22/2023 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

104.200	025	Dichloromethane (Methylene Chloride)	EPA 524.2
104.200	027	Ethyl tert-butyl Ether (ETBE)	EPA 524.2
104.200	028	Ethylbenzene	EPA 524.2
104.200	029	Isopropylbenzene	EPA 524.2
104.200	030	Methyl isobutyl ketone (MIBK, 4-Methyl-2-pentanone)	EPA 524.2
104.200	031	Methyl tert-butyl Ether (MTBE)	EPA 524.2
104.200	032	Naphthalene	EPA 524.2
104.200	033	n-Butylbenzene	EPA 524.2
104.200	034	N-propylbenzene	EPA 524.2
104.200	035	sec-Butylbenzene	EPA 524.2
104.200	036	Styrene	EPA 524.2
104.200	037	t-Butyl alcohol (2-Methyl-2-propanol)	EPA 524.2
104.200	038	tert-Amyl Methyl Ether (TAME)	EPA 524.2
104.200	039	tert-Butylbenzene	EPA 524.2
104.200	040	Tetrachloroethylene (Tetrachloroethene)	EPA 524.2
104.200	041	Toluene	EPA 524.2
104.200	042	trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene)	EPA 524.2
104.200	043	trans-1,3-Dichloropropylene (trans-1,3 Dichloropropen)	EPA 524.2
104.200	044	Trichloroethylene (Trichloroethene)	EPA 524.2
104.200	045	Trichlorofluoromethane	EPA 524.2
104.200	046	Trichlorotrifluoroethane	EPA 524.2
104.200	047	Vinyl Chloride	EPA 524.2
104.200	102	m+p-Xylene	EPA 524.2
104.200	103	o-Xylene	EPA 524.2
104.200	201	Bromodichloromethane	EPA 524.2
104.200	202	Bromoform	EPA 524.2
104.200	203	Chloroform	EPA 524.2
104.200	204	Dibromochloromethane (Chlorodibromomethane)	EPA 524.2

Field of Accreditation:105 - Semi-volatile Organic Chemistry of Drinking Water

105.010	002	Alachlor	EPA 505
105.010	004	Chlordane	EPA 505
105.010	006	Endrin	EPA 505
105.010	007	Heptachlor	EPA 505
105.010	008	Heptachlor Epoxide	EPA 505
105.010	011	Lindane (HCH-gamma)	EPA 505
105.010	012	Methoxychlor	EPA 505
105.010	014	Toxaphene	EPA 505
105.010	015	PCBs as Aroclors (screen)	EPA 505
105.083	001	2,4-D	EPA 515.4
105.083	002	Dinoseb	EPA 515.4
105.083	003	Pentachlorophenol	EPA 515.4
105.083	004	Picloram	EPA 515.4

As of 6/22/2023 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

105.083	005	2,4,5-TP (Silvex)	EPA 515.4
105.083	006	Dalapon	EPA 515.4
105.083	007	Bentazon	EPA 515.4
105.083	008	Dicamba	EPA 515.4
105.085	001	1,4-Dioxane	EPA 522
105.090	001	Alachlor	EPA 525.2
105.090	002	Aldrin	EPA 525.2
105.090	003	Atrazine	EPA 525.2
105.090	004	Benzo(a)pyrene	EPA 525.2
105.090	005	Butachlor	EPA 525.2
105.090	006	Chlordane	EPA 525.2
105.090	007	Dieldrin	EPA 525.2
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2
105.090	013	Endrin	EPA 525.2
105.090	014	Heptachlor	EPA 525.2
105.090	015	Heptachlor Epoxide	EPA 525.2
105.090	016	Hexachlorobenzene	EPA 525.2
105.090	017	Hexachlorocyclopentadiene	EPA 525.2
105.090	018	Lindane (HCH-gamma)	EPA 525.2
105.090	019	Methoxychlor	EPA 525.2
105.090	022	Molinate	EPA 525.2
105.090	025	Simazine	EPA 525.2
105.090	028	Thiobencarb	EPA 525.2
105.101	001	Carbofuran (Furadan)	EPA 531.2
105.101	002	Oxamyl	EPA 531.2
105.101	003	Aldicarb (Temik)	EPA 531.2
105.101	004	Aldicarb Sulfone	EPA 531.2
105.101	005	Aldicarb Sulfoxide	EPA 531.2
105.101	006	Carbaryl (Sevin)	EPA 531.2
105.101	007	3-Hydroxycarbofuran	EPA 531.2
105.101	008	Methomyl (Lannate)	EPA 531.2
105.103	001	11-Chloroicosafafluoro-3-oxaundecane-1-sulfonic acid	EPA 533
105.103	002	9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	EPA 533
105.103	003	4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	EPA 533
105.103	004	Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)	EPA 533
105.103	005	Nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	EPA 533
105.103	006	Perfluorobutanoic Acid (PFBA)	EPA 533
105.103	007	Perfluorobutane Sulfonic Acid (PFBS)	EPA 533
105.103	008	1H,1H, 2H, 2H-Perfluorodecane sulfonic acid (8:2FTS)	EPA 533
105.103	009	Perfluorodecanoic Acid (PFDA)	EPA 533
105.103	010	Perfluorododecanoic Acid (PFDoA)	EPA 533

As of 6/22/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813

Expiration Date: 6/18/2025

105.103	011	Perfluoro(2-ethoxyethane) sulfonic acid (PFEEESA)	EPA 533
105.103	012	Perfluoroheptane Sulfonic Acid (PFHpS)	EPA 533
105.103	013	Perfluoroheptanoic Acid (PFHpA)	EPA 533
105.103	014	1H,1H, 2H, 2H-Perfluorohexane sulfonic acid (4:2FTS)	EPA 533
105.103	015	Perfluorohexane Sulfonic Acid (PFHxS)	EPA 533
105.103	016	Perfluorohexanoic Acid (PFHxA)	EPA 533
105.103	017	Perfluoro-3-methoxypropanoic acid (PFMPA)	EPA 533
105.103	018	Perfluoro-4-methoxybutanoic acid (PFMBA)	EPA 533
105.103	019	Perfluorononanoic Acid (PFNA)	EPA 533
105.103	020	1H,1H, 2H, 2H-Perfluorooctane sulfonic acid (6:2FTS)	EPA 533
105.103	021	Perfluorooctane Sulfonic Acid (PFOS)	EPA 533
105.103	022	Perfluorooctanoic Acid (PFOA)	EPA 533
105.103	023	Perfluoropentanoic Acid (PFPeA)	EPA 533
105.103	024	Perfluoropentane Sulfonic Acid (PFPeS)	EPA 533
105.103	025	Perfluoroundecanoic Acid (PFUnDA)	EPA 533
105.106	001	11-Chloroeicosafuoro-3-oxaundecane-1-sulfonic acid	EPA 537.1
105.106	002	9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	EPA 537.1
105.106	003	4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	EPA 537.1
105.106	004	Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)	EPA 537.1
105.106	005	N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEt)	EPA 537.1
105.106	006	N-Methylperfluorooctane Sulfonamido Acetic Acid (N)	EPA 537.1
105.106	007	Perfluorobutane Sulfonic Acid (PFBS)	EPA 537.1
105.106	008	Perfluorodecanoic Acid (PFDA)	EPA 537.1
105.106	009	Perfluorododecanoic Acid (PFDoA)	EPA 537.1
105.106	010	Perfluoroheptanoic Acid (PFHpA)	EPA 537.1
105.106	011	Perfluorohexane Sulfonic Acid (PFHxS)	EPA 537.1
105.106	012	Perfluorohexanoic Acid (PFHxA)	EPA 537.1
105.106	013	Perfluorononanoic Acid (PFNA)	EPA 537.1
105.106	014	Perfluorooctanoic Acid (PFOA)	EPA 537.1
105.106	015	Perfluorooctane Sulfonic Acid (PFOS)	EPA 537.1
105.106	016	Perfluorotetradecanoic Acid (PFTeDA)	EPA 537.1
105.106	017	Perfluorotridecanoic Acid (PFTrDA)	EPA 537.1
105.106	018	Perfluoroundecanoic Acid (PFUnDA)	EPA 537.1
105.108	001	Anatoxin-A	EPA 545
105.108	002	Cylindrospermopsin	EPA 545
105.109	001	Total microcystins	EPA 546
105.120	001	Glyphosate	EPA 547
105.140	001	Endothall	EPA 548.1
105.150	001	Diquat	EPA 549.2
105.175	001	Bromodichloromethane	EPA 551.1
105.175	002	Bromoform	EPA 551.1
105.175	003	Chloroform	EPA 551.1

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Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813

Expiration Date: 6/18/2025

105.175	004	Dibromochloromethane (Chlorodibromomethane)	EPA 551.1
105.190	001	Bromoacetic Acid	SM 6251 B
105.190	003	Chloroacetic Acid	SM 6251 B
105.190	005	Dibromoacetic Acid	SM 6251 B
105.190	006	Dichloroacetic Acid	SM 6251 B
105.190	007	Trichloroacetic Acid	SM 6251 B
105.190	011	2,4,6-Trichlorophenol	SM 6251 B
105.230	002	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD) Screenin	EPA 1613 B

Field of Accreditation:106 - Radionuclides in Drinking Water

106.092	001	Uranium	EPA 200.8
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Field of Accreditation:107 - Microbiological Methods for Non-Potable Water and Sewage Sludge

107.001	001	Total Coliform (Enumeration)	SM 9221 B,C-2006
107.001	002	Fecal Coliform (Enumeration)	SM 9221 C,E-2006
107.001	003	E. coli (Enumeration)	SM 9221 C,F-2006
107.007	001	Enterococci	SM 9230 B-2007
107.007	002	Fecal Streptococci	SM 9230 B-2007
107.013	001	E. coli (Enumeration)	SM 9223 B-2004 Colilert
107.015	001	E. coli (Enumeration)	SM 9223 B-2004 Colilert 18
107.017	001	Enterococci	Enterolert

Field of Accreditation:108 - Inorganic Constituents in Non-Potable Water

108.007	001	Residue, Volatile	EPA 160.4
108.009	001	Turbidity	EPA 180.1
108.013	001	Calcium	EPA 200.7
108.013	002	Magnesium	EPA 200.7
108.013	004	Potassium	EPA 200.7
108.013	005	Silica, Dissolved	EPA 200.7
108.013	006	Sodium	EPA 200.7
108.017	001	Bromide	EPA 300.0
108.017	002	Chloride	EPA 300.0
108.017	004	Nitrate (as N)	EPA 300.0
108.017	005	Nitrate-Nitrite (as N)	EPA 300.0
108.017	006	Nitrite (as N)	EPA 300.0
108.017	008	Sulfate (as SO ₄)	EPA 300.0
108.023	001	Cyanide, Total	EPA 335.4
108.025	001	Ammonia (as N)	EPA 350.1
108.029	001	Kjeldahl Nitrogen, Total (as N)	EPA 351.2
108.035	002	Phosphorus, Total	EPA 365.1
108.045	001	Chemical Oxygen Demand	EPA 410.4
108.049	001	Phenols, Total	EPA 420.4
108.055	001	Color	SM 2120 B-2011
108.063	001	Alkalinity	SM 2320 B-2011
108.065	001	Hardness (Calculation)	SM 2340 B-2011

As of 6/22/2023, this list supersedes all previous lists for this certificate number.
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Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

108.069	001	Specific Conductance	SM 2510 B-2011
108.071	001	Residue, Total	SM 2540 B-2011
108.073	001	Residue, Filterable TDS	SM 2540 C-2011
108.075	001	Residue, Non-filterable TSS	SM 2540 D-2011
108.077	001	Residue, Volatile	SM 2540 E-2011
108.079	001	Residue, Settleable	SM 2540 F-2011
108.114	001	Chlorine, Total Residual	SM 4500-Cl G-2011
108.114	002	Chlorine, Free	SM 4500-Cl G-2011
108.129	001	Cyanide, Available	SM 4500-CN G-2011
108.137	001	Hydrogen Ion (pH)	SM 4500-H+ B-2011
108.175	001	Phosphate, Ortho (as P)	SM 4500-P E-2011
108.184	001	Silica, Dissolved	SM 4500-SiO2 C-2011
108.201	001	Sulfide (as S)	SM 4500-S D-2011
108.207	001	Biochemical Oxygen Demand	SM 5210 B-2011
108.207	002	Carbonaceous BOD	SM 5210 B-2011
108.213	001	Chemical Oxygen Demand	SM 5220 D-2011
108.217	001	Organic Carbon-Total (TOC)	SM 5310 C-2011
108.225	001	Surfactants	SM 5540 C-2011

Field of Accreditation: 109 - Metals and Trace Elements in Non-Potable Water

109.623	001	Aluminum	EPA 200.7
109.623	002	Antimony	EPA 200.7
109.623	004	Barium	EPA 200.7
109.623	005	Beryllium	EPA 200.7
109.623	006	Boron	EPA 200.7
109.623	008	Chromium	EPA 200.7
109.623	009	Cobalt	EPA 200.7
109.623	010	Copper	EPA 200.7
109.623	011	Iron	EPA 200.7
109.623	012	Lead	EPA 200.7
109.623	013	Manganese	EPA 200.7
109.623	014	Molybdenum	EPA 200.7
109.623	015	Nickel	EPA 200.7
109.623	018	Thallium	EPA 200.7
109.623	019	Tin	EPA 200.7
109.623	020	Titanium	EPA 200.7
109.623	022	Zinc	EPA 200.7
109.625	001	Aluminum	EPA 200.8
109.625	002	Antimony	EPA 200.8
109.625	003	Arsenic	EPA 200.8
109.625	004	Barium	EPA 200.8
109.625	005	Beryllium	EPA 200.8
109.625	007	Cadmium	EPA 200.8

As of 6/22/2023, this list supersedes all previous lists for this certificate number.
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Eurofins Eaton Analytical, LLC - Pomona

Certificate Number: 2813
Expiration Date: 6/18/2025

109.625 008	Chromium	EPA 200.8
109.625 009	Cobalt	EPA 200.8
109.625 010	Copper	EPA 200.8
109.625 013	Lead	EPA 200.8
109.625 014	Manganese	EPA 200.8
109.625 015	Molybdenum	EPA 200.8
109.625 016	Nickel	EPA 200.8
109.625 017	Selenium	EPA 200.8
109.625 018	Silver	EPA 200.8
109.625 019	Thallium	EPA 200.8
109.625 020	Tin	EPA 200.8
109.625 021	Titanium	EPA 200.8
109.625 022	Vanadium	EPA 200.8
109.625 023	Zinc	EPA 200.8
109.629 001	Chromium VI (Hexavalent Chromium)	EPA 218.6

Field of Accreditation:126 - Microbiological Methods for Ambient Water

126.003 001	Total Coliform (Enumeration)	SM 9221 B,C-2006
126.003 002	Fecal Coliform (Enumeration)	SM 9221 C,E-2006
126.003 003	E. coli (Enumeration)	SM 9221 C,F-2006
126.009 001	Fecal Streptococci	SM 9230 B-2007
126.015 001	E. coli (Enumeration)	SM 9223 B-2004 Colilert
126.017 001	E. coli (Enumeration)	SM 9223 B-2004 Colilert 18
126.019 001	Enterococci	Enterolert

As of 6/22/2023 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.



EXHIBIT "B"

GAVIN NEWSOM
GOVERNORJARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

August 2, 2023

Matthew Hartz
Eurofins Eaton Analytical, LLC
110 South Hill Street
South Bend, IN 46617

Dear Matthew Hartz:

Certificate No. 2920

Congratulations! This notice advises that the laboratory named above has been accredited as an environmental testing laboratory pursuant to the provisions of the California Health and Safety Code (HSC) Sections 100825-100920. The analyses for which this laboratory is accredited are shown on the enclosed "Fields of Accreditation" List.

The laboratory's accreditation begins on the date printed on the enclosed certificate. If you did not submit your application by the renewal deadline, there may be a lapse in your accreditation. You are responsible for ensuring no data is submitted for regulatory purposes during a period the laboratory is not accredited.

Be advised, the laboratory may have been denied accreditation for one or more analyses for which it applied due to failure to comply with regulatory requirements for application or accreditation. It is the laboratory's responsibility to review the enclosed documents and know which methods it has been accredited for. This accreditation is a final action of the State Water Resources Control Board subject to petition under HSC Section 116701 within 30 days. However, if you believe that an FOA has been left off of your accreditation in error, before you file a petition you may submit to ELAP within 30 days of this letter, an "Accreditation Inquiry Request Form" located at www.waterboards.ca.gov/elap identifying any mistakes or errors you believe occurred in your accreditation. ELAP will then review all timely submitted "Accreditation Inquiry Request Forms" and will make a final determination, which could then be petitioned to the State Water Resources Control Board. **Failure to submit an "Accreditation Inquiry Request Form" to ELAP within 30 days of this letter or to timely petition ELAP's final decision to the State Water Resources Control Board will prohibit you from obtaining any further review of your accreditation.** HSC Section 100890 lists the civil penalties for environmental laboratories that perform analyses for state regulatory purposes without a valid certificate.

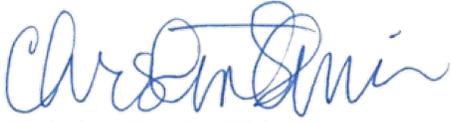
Continued accreditation is contingent upon compliance with HSC Sections 100825-100920 and California Code of Regulations, Title 22, Division 4, Chapter 19, Certification of Environmental Laboratories. ELAP reserves the right to take enforcement action, including issuance of civil penalties, or suspension and revocation of the laboratory's ELAP certificate, for failure to comply with all applicable regulations, statutes and orders.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBÉCK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



Thank you,



Christine Sotelo, Chief
California Environmental Laboratory Accreditation Program (CA ELAP)

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBEC, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov





STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL LABORATORY ACCREDITATION

Is hereby granted to

Eurofins Eaton Analytical, LLC

110 South Hill Street
South Bend, IN 46617

Scope of the certificate is limited to the
"Fields of Accreditation"
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2920**
Effective Date: **7/1/2023**
Expiration Date: **6/30/2024**

Christine Sotelo, Program Manager
Environmental Laboratory Accreditation Program

Sacramento, California
subject to forfeiture or revocation



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Fields of Accreditation**



Eurofins Eaton Analytical, LLC

110 South Hill Street
South Bend, IN 46617
Phone: 5742334777

Certificate Number: 2920
Expiration Date: 6/30/2024

Primary Accreditation
Body

Field of Accreditation: 102 - Inorganic Chemistry of Drinking Water

102.015	001	Hydrogen Ion (pH)	EPA 150.1	FL
102.020	001	Turbidity	EPA 180.1	FL
102.026	001	Calcium	EPA 200.7	FL
102.026	002	Magnesium	EPA 200.7	FL
102.026	003	Potassium	EPA 200.7	FL
102.026	004	Silica	EPA 200.7	FL
102.026	005	Sodium	EPA 200.7	FL
102.030	001	Bromide	EPA 300.0	FL
102.030	002	Chlorate	EPA 300.0	FL
102.030	003	Chloride	EPA 300.0	FL
102.030	004	Chlorite	EPA 300.0	FL
102.030	005	Fluoride	EPA 300.0	FL
102.030	006	Nitrate (as N)	EPA 300.0	FL
102.030	009	Sulfate (as SO4)	EPA 300.0	FL
102.040	004	Bromate	EPA 300.1	FL
102.044	001	Bromate	EPA 317.0	FL
102.047	001	Perchlorate	EPA 331.0	FL
102.050	001	Cyanide, Total	EPA 335.4	FL
102.060	001	Nitrate (as N) (Calculation)	EPA 353.2	FL
102.061	001	Nitrite (as N)	EPA 353.2	FL
102.100	001	Alkalinity	SM 2320 B-1997	FL
102.120	001	Hardness (Calculation)	SM 2340 B-1997	FL
102.130	001	Specific Conductance	SM 2510 B-1997	FL
102.140	001	Residue, Filterable TDS	SM 2540 C-1997	FL
102.175	001	Chlorine, Free	SM 4500-Cl G-2000	FL
102.175	002	Chlorine, Total Residual	SM 4500-Cl G-2000	FL
102.200	001	Fluoride	SM 4500-F C-1997	FL
102.240	001	Phosphate, Ortho (as P)	SM 4500-P E-1999	FL
102.262	001	Organic Carbon-Total (TOC)	SM 5310 C-2000	FL
102.263	001	Dissolved Organic Carbon (DOC)	SM 5310 C-2000	FL
102.280	001	UV254	SM 5910 B-2011	FL

Field of Accreditation: 103 - Toxic Chemical Elements of Drinking Water

103.130	009	Iron	EPA 200.7	FL
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As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC

Certificate Number: 2920

Expiration Date: 6/30/2024

103.140	001	Aluminum	EPA 200.8	FL
103.140	002	Antimony	EPA 200.8	FL
103.140	003	Arsenic	EPA 200.8	FL
103.140	004	Barium	EPA 200.8	FL
103.140	005	Beryllium	EPA 200.8	FL
103.140	006	Cadmium	EPA 200.8	FL
103.140	007	Chromium	EPA 200.8	FL
103.140	008	Copper	EPA 200.8	FL
103.140	009	Lead	EPA 200.8	FL
103.140	010	Manganese	EPA 200.8	FL
103.140	012	Nickel	EPA 200.8	FL
103.140	013	Selenium	EPA 200.8	FL
103.140	014	Silver	EPA 200.8	FL
103.140	015	Thallium	EPA 200.8	FL
103.140	016	Zinc	EPA 200.8	FL
103.140	018	Vanadium	EPA 200.8	FL
103.160	001	Mercury	EPA 245.1	FL
103.310	001	Chromium VI (Hexavalent Chromium)	EPA 218.6	FL
103.311	001	Chromium VI (Hexavalent Chromium)	EPA 218.7	FL

Field of Accreditation:104 - Volatile Organic Chemistry of Drinking Water

104.030	001	1,2-Dibromoethane (EDB)	EPA 504.1	FL
104.030	002	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1	FL
104.035	001	1,2,3-Trichloropropane (TCP)	SRL 524M-TCP	FL
104.200	001	1,1,1,2-Tetrachloroethane	EPA 524.2	FL
104.200	002	1,1,1-Trichloroethane	EPA 524.2	FL
104.200	003	1,1,2,2-Tetrachloroethane	EPA 524.2	FL
104.200	004	1,1,2-Trichloroethane	EPA 524.2	FL
104.200	005	1,1-Dichloroethane	EPA 524.2	FL
104.200	006	1,1-Dichloroethylene (1,1-Dichloroethene)	EPA 524.2	FL
104.200	007	1,2,3-Trichlorobenzene	EPA 524.2	FL
104.200	008	1,2,4-Trichlorobenzene	EPA 524.2	FL
104.200	009	1,2,4-Trimethylbenzene	EPA 524.2	FL
104.200	010	1,2-Dichlorobenzene	EPA 524.2	FL
104.200	011	1,2-Dichloroethane (Ethylene Dichloride)	EPA 524.2	FL
104.200	012	1,2-Dichloropropane	EPA 524.2	FL
104.200	013	1,3,5-Trimethylbenzene	EPA 524.2	FL
104.200	014	1,3-Dichlorobenzene	EPA 524.2	FL
104.200	015	1,4-Dichlorobenzene	EPA 524.2	FL
104.200	016	2-Chlorotoluene	EPA 524.2	FL
104.200	017	4-Chlorotoluene	EPA 524.2	FL
104.200	018	Benzene	EPA 524.2	FL
104.200	019	Carbon Disulfide	EPA 524.2	FL

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

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Eurofins Eaton Analytical, LLC

Certificate Number: 2920

Expiration Date: 6/30/2024

104.200	020	Carbon Tetrachloride	EPA 524.2	FL
104.200	021	Chlorobenzene	EPA 524.2	FL
104.200	022	cis-1,2-Dichloroethylene (cis 1,2 Dichloroethene)	EPA 524.2	FL
104.200	023	cis-1,3-Dichloropropylene (cis 1,3 Dichloropropene)	EPA 524.2	FL
104.200	024	Dichlorodifluoromethane	EPA 524.2	FL
104.200	025	Dichloromethane (Methylene Chloride)	EPA 524.2	FL
104.200	027	Ethyl tert-butyl Ether (ETBE)	EPA 524.2	FL
104.200	028	Ethylbenzene	EPA 524.2	FL
104.200	029	Isopropylbenzene	EPA 524.2	FL
104.200	030	Methyl isobutyl ketone (MIBK, 4-Methyl-2-pentanone)	EPA 524.2	FL
104.200	031	Methyl tert-butyl Ether (MTBE)	EPA 524.2	FL
104.200	032	Naphthalene	EPA 524.2	FL
104.200	033	n-Butylbenzene	EPA 524.2	FL
104.200	034	N-propylbenzene	EPA 524.2	FL
104.200	035	sec-Butylbenzene	EPA 524.2	FL
104.200	036	Styrene	EPA 524.2	FL
104.200	037	t-Butyl alcohol (2-Methyl-2-propanol)	EPA 524.2	FL
104.200	038	tert-Amyl Methyl Ether (TAME)	EPA 524.2	FL
104.200	039	tert-Butylbenzene	EPA 524.2	FL
104.200	040	Tetrachloroethylene (Tetrachloroethene)	EPA 524.2	FL
104.200	041	Toluene	EPA 524.2	FL
104.200	042	trans-1,2-Dichloroethylene (trans- 1,2 Dichloroethene)	EPA 524.2	FL
104.200	043	trans-1,3-Dichloropropylene (trans-1,3 Dichloropropene)	EPA 524.2	FL
104.200	044	Trichloroethylene (Trichloroethene)	EPA 524.2	FL
104.200	045	Trichlorofluoromethane	EPA 524.2	FL
104.200	047	Vinyl Chloride	EPA 524.2	FL
104.200	102	m+p-Xylene	EPA 524.2	FL
104.200	103	o-Xylene	EPA 524.2	FL
104.200	201	Bromodichloromethane	EPA 524.2	FL
104.200	202	Bromoform	EPA 524.2	FL
104.200	203	Chloroform	EPA 524.2	FL
104.200	204	Dibromochloromethane (Chlorodibromomethane)	EPA 524.2	FL
104.205	201	Bromodichloromethane	EPA 524.3	FL
104.205	202	Bromoform	EPA 524.3	FL
104.205	203	Chloroform	EPA 524.3	FL
104.205	204	Dibromochloromethane (Chlorodibromomethane)	EPA 524.3	FL
104.205	301	1,2-Dibromoethane (EDB)	EPA 524.3	FL
104.205	302	1,2-Dibromo-3-chloropropane (DBCP)	EPA 524.3	FL

Field of Accreditation: 105 - Semi-volatile Organic Chemistry of Drinking Water

105.010	004	Chlordane	EPA 505	FL
105.010	014	Toxaphene	EPA 505	FL
105.010	015	PCBs as Aroclors (screen)	EPA 505	FL

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins Eaton Analytical, LLC

Certificate Number: 2920

Expiration Date: 6/30/2024

105.082	001	2,4-D	EPA 515.3	FL
105.082	002	Dinoseb	EPA 515.3	FL
105.082	003	Pentachlorophenol	EPA 515.3	FL
105.082	004	Picloram	EPA 515.3	FL
105.082	005	2,4,5-TP (Silvex)	EPA 515.3	FL
105.082	006	Bentazon	EPA 515.3	FL
105.082	007	Dalapon	EPA 515.3	FL
105.082	008	Dicamba	EPA 515.3	FL
105.085	001	1,4-Dioxane	EPA 522	FL
105.090	001	Alachlor	EPA 525.2	FL
105.090	002	Aldrin	EPA 525.2	FL
105.090	003	Atrazine	EPA 525.2	FL
105.090	004	Benzo(a)pyrene	EPA 525.2	FL
105.090	005	Butachlor	EPA 525.2	FL
105.090	007	Dieldrin	EPA 525.2	FL
105.090	008	Di(2-ethylhexyl) Adipate	EPA 525.2	FL
105.090	009	Di(2-ethylhexyl) Phthalate	EPA 525.2	FL
105.090	013	Endrin	EPA 525.2	FL
105.090	014	Heptachlor	EPA 525.2	FL
105.090	015	Heptachlor Epoxide	EPA 525.2	FL
105.090	016	Hexachlorobenzene	EPA 525.2	FL
105.090	017	Hexachlorocyclopentadiene	EPA 525.2	FL
105.090	018	Lindane (HCH-gamma)	EPA 525.2	FL
105.090	019	Methoxychlor	EPA 525.2	FL
105.090	022	Molinate	EPA 525.2	FL
105.090	025	Simazine	EPA 525.2	FL
105.101	001	Carbofuran (Furadan)	EPA 531.2	FL
105.101	002	Oxamyl	EPA 531.2	FL
105.101	003	Aldicarb (Temik)	EPA 531.2	FL
105.101	004	Aldicarb Sulfone	EPA 531.2	FL
105.101	005	Aldicarb Sulfoxide	EPA 531.2	FL
105.101	006	Carbaryl (Sevin)	EPA 531.2	FL
105.101	007	3-Hydroxycarbofuran	EPA 531.2	FL
105.101	008	Methomyl (Lannate)	EPA 531.2	FL
105.103	001	11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	EPA 533	FL
105.103	002	9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	EPA 533	FL
105.103	003	4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	EPA 533	FL
105.103	004	Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)	EPA 533	FL
105.103	005	Nonafluoro-3,6-dioxaheptanoic acid (NFDHA)	EPA 533	FL
105.103	006	Perfluorobutanoic Acid (PFBA)	EPA 533	FL
105.103	007	Perfluorobutane Sulfonic Acid (PFBS)	EPA 533	FL
105.103	008	1H,1H, 2H, 2H-Perfluorodecane sulfonic acid (8:2FT)	EPA 533	FL

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

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Certificate Number: 2920

Expiration Date: 6/30/2024

105.103	009	Perfluorodecanoic Acid (PFDA)	EPA 533	FL
105.103	010	Perfluorododecanoic Acid (PFDoA)	EPA 533	FL
105.103	011	Perfluoro(2-ethoxyethane) sulfonic acid (PFEEESA)	EPA 533	FL
105.103	012	Perfluoroheptane Sulfonic Acid (PFHpS)	EPA 533	FL
105.103	013	Perfluoroheptanoic Acid (PFHpA)	EPA 533	FL
105.103	014	1H,1H, 2H, 2H-Perfluorohexane sulfonic acid (4:2FT)	EPA 533	FL
105.103	015	Perfluorohexane Sulfonic Acid (PFHxS)	EPA 533	FL
105.103	016	Perfluorohexanoic Acid (PFHxA)	EPA 533	FL
105.103	017	Perfluoro-3-methoxypropanoic acid (PFMPA)	EPA 533	FL
105.103	018	Perfluoro-4-methoxybutanoic acid (PFMBA)	EPA 533	FL
105.103	019	Perfluorononanoic Acid (PFNA)	EPA 533	FL
105.103	020	1H,1H, 2H, 2H-Perfluorooctane sulfonic acid (6:2FTS)	EPA 533	FL
105.103	021	Perfluorooctane Sulfonic Acid (PFOS)	EPA 533	FL
105.103	022	Perfluorooctanoic Acid (PFOA)	EPA 533	FL
105.103	023	Perfluoropentanoic Acid (PFPeA)	EPA 533	FL
105.103	024	Perfluoropentane Sulfonic Acid (PFPeS)	EPA 533	FL
105.103	025	Perfluoroundecanoic Acid (PFUnDA)	EPA 533	FL
105.106	001	11-Chloroicosafafluoro-3-oxaundecane-1-sulfonic acid	EPA 537.1	FL
105.106	002	9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid	EPA 537.1	FL
105.106	003	4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	EPA 537.1	FL
105.106	004	Hexafluoropropylene Oxide Dimer Acid (HFPO-DA)	EPA 537.1	FL
105.106	005	N-Ethylperfluorooctane Sulfonamido Acetic Acid (NEt)	EPA 537.1	FL
105.106	006	N-Methylperfluorooctane Sulfonamido Acetic Acid (N)	EPA 537.1	FL
105.106	007	Perfluorobutane Sulfonic Acid (PFBS)	EPA 537.1	FL
105.106	008	Perfluorodecanoic Acid (PFDA)	EPA 537.1	FL
105.106	009	Perfluorododecanoic Acid (PFDoA)	EPA 537.1	FL
105.106	010	Perfluoroheptanoic Acid (PFHpA)	EPA 537.1	FL
105.106	011	Perfluorohexane Sulfonic Acid (PFHxS)	EPA 537.1	FL
105.106	012	Perfluorohexanoic Acid (PFHxA)	EPA 537.1	FL
105.106	013	Perfluorononanoic Acid (PFNA)	EPA 537.1	FL
105.106	014	Perfluorooctanoic Acid (PFOA)	EPA 537.1	FL
105.106	015	Perfluorooctane Sulfonic Acid (PFOS)	EPA 537.1	FL
105.106	016	Perfluorotetradecanoic Acid (PFTeDA)	EPA 537.1	FL
105.106	017	Perfluorotridecanoic Acid (PFTrDA)	EPA 537.1	FL
105.106	018	Perfluoroundecanoic Acid (PFUnDA)	EPA 537.1	FL
105.120	001	Glyphosate	EPA 547	FL
105.140	001	Endothall	EPA 548.1	FL
105.150	001	Diquat	EPA 549.2	FL
105.175	001	Bromodichloromethane	EPA 551.1	FL
105.175	002	Bromoform	EPA 551.1	FL
105.175	003	Chloroform	EPA 551.1	FL
105.175	004	Dibromochloromethane (Chlorodibromomethane)	EPA 551.1	FL

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

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Eurofins Eaton Analytical, LLC

Certificate Number: 2920
Expiration Date: 6/30/2024

105.200	001	Bromoacetic Acid	EPA 552.2	FL
105.200	003	Chloroacetic Acid	EPA 552.2	FL
105.200	005	Dibromoacetic Acid	EPA 552.2	FL
105.200	006	Dichloroacetic Acid	EPA 552.2	FL
105.200	007	Trichloroacetic Acid	EPA 552.2	FL

Field of Accreditation:106 - Radionuclides in Drinking Water

106.080	001	Tritium	EPA 906.0	FL
106.092	001	Uranium	EPA 200.8	FL
106.260	001	Gross Alpha	SM 7110 B	FL
106.260	002	Gross Beta	SM 7110 B	FL
106.270	001	Gross Alpha	SM 7110 C	FL
106.340	002	Radium-226	SM 7500-Ra B	FL
106.360	001	Radium-228	SM 7500-Ra D	FL
106.610	001	Radon-222	SM 7500-Rn	FL

Field of Accreditation:129 - Parasites in Potable Water

129.020	001	Cryptosporidium and Giardia	EPA 1623	FL
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As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS



CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL LABORATORY ACCREDITATION

Is hereby granted to

Eurofins St. Louis

13715 Rider Trail North
Earth City, MO 63045

Scope of the certificate is limited to the
"Fields of Accreditation"
which accompany this Certificate.

Continued accredited status depends on compliance with applicable laws and regulations,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2886**
Effective Date: **7/1/2023**
Expiration Date: **6/30/2024**

Christine Sotelo, Program Manager
Environmental Laboratory Accreditation Program

Sacramento, California
subject to forfeiture or revocation



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Fields of Accreditation**



Eurofins St. Louis

13715 Rider Trail North
Earth City, MO 63045
Phone: 3142988566

**Certificate Number: 2886
Expiration Date: 6/30/2024**

Primary Accreditation
Body

Field of Accreditation:106 - Radionuclides in Drinking Water

106.010	001	Gross Alpha	EPA 900.0	FL
106.010	002	Gross Beta	EPA 900.0	FL
106.050	002	Radium-226	EPA 903.0	FL
106.060	001	Radium-228	EPA 904.0	FL
106.070	003	Strontium-90	EPA 905.0	FL
106.080	001	Tritium	EPA 906.0	FL
106.092	001	Uranium	EPA 200.8	FL
106.220	001	Strontium-89, 90	DOE Sr-02	FL
106.230	001	Uranium	DOE U-02	FL
106.270	001	Gross Alpha	SM 7110 C	FL
106.610	001	Radon-222	SM 7500-Rn	FL

Field of Accreditation:108 - Inorganic Constituents in Non-Potable Water

108.013	001	Calcium	EPA 200.7	LA
108.013	002	Magnesium	EPA 200.7	LA
108.013	004	Potassium	EPA 200.7	LA
108.013	006	Sodium	EPA 200.7	LA
108.015	001	Calcium	EPA 200.8	LA
108.015	002	Magnesium	EPA 200.8	LA
108.015	003	Potassium	EPA 200.8	LA
108.015	005	Sodium	EPA 200.8	LA

Field of Accreditation:109 - Metals and Trace Elements in Non-Potable Water

109.623	001	Aluminum	EPA 200.7	LA
109.623	002	Antimony	EPA 200.7	LA
109.623	003	Arsenic	EPA 200.7	LA
109.623	004	Barium	EPA 200.7	LA
109.623	005	Beryllium	EPA 200.7	LA
109.623	006	Boron	EPA 200.7	LA
109.623	007	Cadmium	EPA 200.7	LA
109.623	008	Chromium	EPA 200.7	LA
109.623	009	Cobalt	EPA 200.7	LA
109.623	010	Copper	EPA 200.7	LA
109.623	011	Iron	EPA 200.7	LA
109.623	012	Lead	EPA 200.7	LA

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

109.623	013	Manganese	EPA 200.7	LA
109.623	014	Molybdenum	EPA 200.7	LA
109.623	015	Nickel	EPA 200.7	LA
109.623	016	Selenium	EPA 200.7	LA
109.623	017	Silver	EPA 200.7	LA
109.623	018	Thallium	EPA 200.7	LA
109.623	019	Tin	EPA 200.7	LA
109.623	020	Titanium	EPA 200.7	LA
109.623	021	Vanadium	EPA 200.7	LA
109.623	022	Zinc	EPA 200.7	LA
109.625	001	Aluminum	EPA 200.8	LA
109.625	002	Antimony	EPA 200.8	LA
109.625	003	Arsenic	EPA 200.8	LA
109.625	004	Barium	EPA 200.8	LA
109.625	005	Beryllium	EPA 200.8	LA
109.625	007	Cadmium	EPA 200.8	LA
109.625	008	Chromium	EPA 200.8	LA
109.625	009	Cobalt	EPA 200.8	LA
109.625	010	Copper	EPA 200.8	LA
109.625	012	Iron	EPA 200.8	LA
109.625	013	Lead	EPA 200.8	LA
109.625	014	Manganese	EPA 200.8	LA
109.625	015	Molybdenum	EPA 200.8	LA
109.625	016	Nickel	EPA 200.8	LA
109.625	017	Selenium	EPA 200.8	LA
109.625	018	Silver	EPA 200.8	LA
109.625	019	Thallium	EPA 200.8	LA
109.625	020	Tin	EPA 200.8	LA
109.625	021	Titanium	EPA 200.8	LA
109.625	022	Vanadium	EPA 200.8	LA
109.625	023	Zinc	EPA 200.8	LA
109.635	001	Mercury	EPA 245.1	LA

Field of Accreditation:112 - Radionuclides in Non-Potable Water

112.001	001	Gross Alpha	EPA 900.0	LA
112.001	002	Gross Beta	EPA 900.0	LA
112.003	001	Total Alpha Radium	EPA 903.0	LA

Field of Accreditation:114 - Inorganic Constituents in Hazardous Waste

114.315	002	Antimony	EPA 6010 B	ANAB
114.315	003	Arsenic	EPA 6010 B	ANAB
114.315	004	Barium	EPA 6010 B	ANAB
114.315	005	Beryllium	EPA 6010 B	ANAB
114.315	007	Cadmium	EPA 6010 B	ANAB

As of 7/1/2023, this list supersedes all previous lists for this certificate number. Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

114.315	009	Chromium	EPA 6010 B	ANAB
114.315	010	Cobalt	EPA 6010 B	ANAB
114.315	011	Copper	EPA 6010 B	ANAB
114.315	013	Lead	EPA 6010 B	ANAB
114.315	016	Molybdenum	EPA 6010 B	ANAB
114.315	017	Nickel	EPA 6010 B	ANAB
114.315	019	Selenium	EPA 6010 B	ANAB
114.315	020	Silver	EPA 6010 B	ANAB
114.315	023	Thallium	EPA 6010 B	ANAB
114.315	026	Vanadium	EPA 6010 B	ANAB
114.315	027	Zinc	EPA 6010 B	ANAB
114.325	001	Aluminum	EPA 6010 D	LA
114.325	002	Antimony	EPA 6010 D	LA
114.325	003	Arsenic	EPA 6010 D	LA
114.325	004	Barium	EPA 6010 D	LA
114.325	005	Beryllium	EPA 6010 D	LA
114.325	006	Boron	EPA 6010 D	LA
114.325	007	Cadmium	EPA 6010 D	LA
114.325	008	Calcium	EPA 6010 D	LA
114.325	009	Chromium	EPA 6010 D	LA
114.325	010	Cobalt	EPA 6010 D	LA
114.325	011	Copper	EPA 6010 D	LA
114.325	012	Iron	EPA 6010 D	LA
114.325	013	Lead	EPA 6010 D	LA
114.325	014	Magnesium	EPA 6010 D	LA
114.325	015	Manganese	EPA 6010 D	LA
114.325	016	Molybdenum	EPA 6010 D	LA
114.325	017	Nickel	EPA 6010 D	LA
114.325	018	Potassium	EPA 6010 D	LA
114.325	019	Selenium	EPA 6010 D	LA
114.325	020	Silver	EPA 6010 D	LA
114.325	021	Sodium	EPA 6010 D	LA
114.325	022	Strontium	EPA 6010 D	LA
114.325	023	Thallium	EPA 6010 D	LA
114.325	024	Tin	EPA 6010 D	LA
114.325	025	Titanium	EPA 6010 D	LA
114.325	026	Vanadium	EPA 6010 D	LA
114.325	027	Zinc	EPA 6010 D	LA
114.335	002	Antimony	EPA 6020	ANAB
114.335	003	Arsenic	EPA 6020	ANAB
114.335	004	Barium	EPA 6020	ANAB
114.335	005	Beryllium	EPA 6020	ANAB

As of 7/1/2023 , this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

114.335 006	Cadmium	EPA 6020	ANAB
114.335 007	Chromium	EPA 6020	ANAB
114.335 008	Cobalt	EPA 6020	ANAB
114.335 009	Copper	EPA 6020	ANAB
114.335 010	Lead	EPA 6020	ANAB
114.335 012	Nickel	EPA 6020	ANAB
114.335 013	Silver	EPA 6020	ANAB
114.335 014	Thallium	EPA 6020	ANAB
114.335 015	Zinc	EPA 6020	ANAB
114.345 001	Aluminum	EPA 6020 B	LA
114.345 002	Antimony	EPA 6020 B	LA
114.345 003	Arsenic	EPA 6020 B	LA
114.345 004	Barium	EPA 6020 B	LA
114.345 005	Beryllium	EPA 6020 B	LA
114.345 006	Cadmium	EPA 6020 B	LA
114.345 007	Calcium	EPA 6020 B	LA
114.345 008	Chromium	EPA 6020 B	LA
114.345 009	Cobalt	EPA 6020 B	LA
114.345 010	Copper	EPA 6020 B	LA
114.345 011	Iron	EPA 6020 B	LA
114.345 012	Lead	EPA 6020 B	LA
114.345 013	Magnesium	EPA 6020 B	LA
114.345 014	Manganese	EPA 6020 B	LA
114.345 016	Nickel	EPA 6020 B	LA
114.345 017	Potassium	EPA 6020 B	LA
114.345 018	Selenium	EPA 6020 B	LA
114.345 019	Silver	EPA 6020 B	LA
114.345 020	Sodium	EPA 6020 B	LA
114.345 021	Thallium	EPA 6020 B	LA
114.345 022	Vanadium	EPA 6020 B	LA
114.345 023	Zinc	EPA 6020 B	LA
114.345 024	Molybdenum	EPA 6020 B	LA
114.545 001	Mercury	EPA 7471 B	LA
Field of Accreditation:118 - Radionuclides in Hazardous Waste			
118.315 001	Gross Alpha	EPA 9310	LA
118.315 002	Gross Beta	EPA 9310	LA
118.325 001	Total Alpha Radium	EPA 9315	LA
118.335 001	Radium-228	EPA 9320	LA
118.465 001	Strontium	DOE Sr-02	LA
118.485 001	Uranium	DOE U-02	LA
Field of Accreditation:130 - Inorganic constituents in Hazardous waste (Matrix Aqueous)			
130.010 002	Antimony	EPA 6010 B	ANAB

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

130.010	003	Arsenic	EPA 6010 B	ANAB
130.010	004	Barium	EPA 6010 B	ANAB
130.010	005	Beryllium	EPA 6010 B	ANAB
130.010	007	Cadmium	EPA 6010 B	ANAB
130.010	008	Calcium	EPA 6010 B	ANAB
130.010	009	Chromium	EPA 6010 B	ANAB
130.010	010	Cobalt	EPA 6010 B	ANAB
130.010	011	Copper	EPA 6010 B	ANAB
130.010	013	Lead	EPA 6010 B	ANAB
130.010	016	Molybdenum	EPA 6010 B	ANAB
130.010	017	Nickel	EPA 6010 B	ANAB
130.010	021	Sodium	EPA 6010 B	ANAB
130.010	022	Strontium	EPA 6010 B	ANAB
130.010	024	Tin	EPA 6010 B	ANAB
130.010	025	Titanium	EPA 6010 B	ANAB
130.020	001	Aluminum	EPA 6010 D	LA
130.020	002	Antimony	EPA 6010 D	LA
130.020	003	Arsenic	EPA 6010 D	LA
130.020	004	Barium	EPA 6010 D	LA
130.020	005	Beryllium	EPA 6010 D	LA
130.020	006	Boron	EPA 6010 D	LA
130.020	007	Cadmium	EPA 6010 D	LA
130.020	008	Calcium	EPA 6010 D	LA
130.020	009	Chromium	EPA 6010 D	LA
130.020	010	Cobalt	EPA 6010 D	LA
130.020	011	Copper	EPA 6010 D	LA
130.020	012	Iron	EPA 6010 D	LA
130.020	013	Lead	EPA 6010 D	LA
130.020	014	Magnesium	EPA 6010 D	LA
130.020	015	Manganese	EPA 6010 D	LA
130.020	016	Molybdenum	EPA 6010 D	LA
130.020	017	Nickel	EPA 6010 D	LA
130.020	018	Potassium	EPA 6010 D	LA
130.020	019	Selenium	EPA 6010 D	LA
130.020	020	Silver	EPA 6010 D	LA
130.020	021	Sodium	EPA 6010 D	LA
130.020	022	Strontium	EPA 6010 D	LA
130.020	023	Thallium	EPA 6010 D	LA
130.020	024	Tin	EPA 6010 D	LA
130.020	025	Titanium	EPA 6010 D	LA
130.020	026	Vanadium	EPA 6010 D	LA
130.020	027	Zinc	EPA 6010 D	LA

As of 7/1/2023, this list supersedes all previous lists for this certificate number.
Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

130.030	002	Antimony	EPA 6020	ANAB
130.030	003	Arsenic	EPA 6020	ANAB
130.030	004	Barium	EPA 6020	ANAB
130.030	005	Beryllium	EPA 6020	ANAB
130.030	006	Cadmium	EPA 6020	ANAB
130.030	007	Chromium	EPA 6020	ANAB
130.030	008	Cobalt	EPA 6020	ANAB
130.030	009	Copper	EPA 6020	ANAB
130.030	010	Lead	EPA 6020	ANAB
130.030	012	Nickel	EPA 6020	ANAB
130.030	013	Silver	EPA 6020	ANAB
130.030	014	Thallium	EPA 6020	ANAB
130.030	015	Zinc	EPA 6020	ANAB
130.040	001	Aluminum	EPA 6020 B	LA
130.040	002	Antimony	EPA 6020 B	LA
130.040	003	Arsenic	EPA 6020 B	LA
130.040	004	Barium	EPA 6020 B	LA
130.040	005	Beryllium	EPA 6020 B	LA
130.040	006	Cadmium	EPA 6020 B	LA
130.040	007	Calcium	EPA 6020 B	LA
130.040	008	Chromium	EPA 6020 B	LA
130.040	009	Cobalt	EPA 6020 B	LA
130.040	010	Copper	EPA 6020 B	LA
130.040	011	Iron	EPA 6020 B	LA
130.040	012	Lead	EPA 6020 B	LA
130.040	013	Magnesium	EPA 6020 B	LA
130.040	014	Manganese	EPA 6020 B	LA
130.040	016	Nickel	EPA 6020 B	LA
130.040	017	Potassium	EPA 6020 B	LA
130.040	018	Selenium	EPA 6020 B	LA
130.040	019	Silver	EPA 6020 B	LA
130.040	020	Sodium	EPA 6020 B	LA
130.040	021	Thallium	EPA 6020 B	LA
130.040	022	Vanadium	EPA 6020 B	LA
130.040	023	Zinc	EPA 6020 B	LA
130.040	024	Molybdenum	EPA 6020 B	LA
130.250	001	Mercury	EPA 7470 A	LA
Field of Accreditation:134 - Radionucleotides in Hazardous Waste (Matrix Aqueous)				
134.010	001	Gross Alpha	EPA 9310	LA
134.010	002	Gross Beta	EPA 9310	LA
134.020	001	Total Alpha Radium	EPA 9315	LA
134.030	001	Radium-228	EPA 9320	LA

As of 7/1/2023, this list supersedes all previous lists for this certificate number. Customers: Please verify the current accreditation standing with the State.

Eurofins St. Louis

Certificate Number: 2886
Expiration Date: 6/30/2024

134.170	001	Strontium	DOE Sr-02	LA
134.190	001	Uranium	DOE U-02	LA

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: July 1, 2024

Subject: Consideration to Approve a Contract Services Agreement with Brightly Software Inc. for Citywide Facility Condition Assessment Consulting Services

RECOMMENDATION:

It is recommended that City Council:

- a. Approve a Contract Services Agreement with Brightly Software Inc. (Attachment “A” – Contract No. 2264) for citywide facility condition assessment consulting services in an amount not to exceed \$27,222 through Sourcewell Contract Reference No. 090320-SDI;
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On July 16, 2020, Sourcewell published a Request for Proposals (RFP) for Public Sector and Education Administration Software Solutions with Related Services (Attachment “B”).
2. On September 3, 2020, due date for vendors to submit bids to Sourcewell, Brightly Software Inc, formerly Dude Solutions, was on the proposal opening record (Attachment “C”).
3. On February 18, 2020, the Sourcewell Board of Directors awarded a cooperative contract with Brightly Software Inc. (Brightly) to provide municipalities and local governments cloud based software management tools for equipment/asset management, workflow management, work tracking and monitoring, GIS asset management and numerous others.
4. On June 20, 2023, the City Council approved the Fiscal Year (FY) 2023-2024 Budget, which included an enhancement of \$25,000 in the Public Works Department for a Facility Condition Assessment.

Consideration to Approve a Contract Services Agreement with Brightly Software Inc. for Citywide Facility Condition Assessment Consulting Services

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5. On April 2, 2024, the City Council directed staff to provide information on specific Public Works related work plan items at the next City Council meeting; City Facility Assessment was one of the items.
6. On April 15, 2024, Public Works staff provided an update to the City Council with a recommended approach for accessing the overall condition of City owned facilities.
7. On May 20, 2024, Public Works staff received a quote from Brightly Incorporated (Attachment "D") for consulting services for conducting a citywide facility condition assessment.

ANALYSIS:

A facility condition assessment (FCA) is a comprehensive evaluation of the physical state and operational efficiency of a building or infrastructure. It involves detailed inspections, data collection, and analysis to determine the current condition of various components such as structural integrity, mechanical systems, electrical systems, plumbing, and overall building envelope. The assessment typically includes visual inspections, testing, and sometimes the use of specialized equipment to identify deficiencies, maintenance needs, and potential risks.

The main objectives of a facility condition assessment are to:

1. Evaluate Condition: Determine the current state of the facility's components and systems.
2. Identify Deficiencies: Highlight any defects, deterioration, or areas requiring repair or replacement.
3. Assess Life Cycle: Estimate the remaining useful life of major systems and components.
4. Prioritize Needs: Provide a basis for prioritizing maintenance, repairs, and capital improvement projects.
5. Budget Planning: Support budgeting by estimating costs for necessary repairs and replacements over time.
6. Risk Management: Identify potential safety hazards and operational risks associated with the facility.
7. Condition Reporting: Develop a detailed facilities condition report based off the finding of assessment.

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8. Data Collection & Monitoring: Upload all data collected during assessment to cloud software and establish monitoring protocol.

Facilities Condition Assessment Report.

The facility condition assessment report will include a detailed examination of all City owned buildings' physical components such as structural integrity, mechanical and electrical systems, plumbing, HVAC, roofing, and overall building envelope; current and predictive condition ratings or scores assigned to each major building system and component; cost estimates based on immediate, short-term, long-term needs; recommendations priority actions and maintenance strategies.

The objective for conducting an assessment is to provide the City Council and staff with valuable insights into the current condition of city owned facilities and to guide decision-making regarding maintenance and capital improvement planning.

Cloud Software.

Cloud software is a tool to be utilized by staff for asset management. City staff will be trained on how to use the software. The software will allow staff to efficiently track and maintain the City's physical assets, such as equipment, facilities, and infrastructure. The software offers features like preventive maintenance scheduling, work order management, asset tracking, and reporting capabilities. Having all the stated functions in one centralized location will improve operational efficiency, extend asset lifespan, reduce downtime, and enhance the overall productivity of assets and reduce costs to the City.

Recommended Consultant

Section 2-802.1 of the San Fernando Municipal Code allows for the use of contracts which were awarded through a cooperative competitive bidding process prepared and processed through another local, state, or federal governmental agency to purchase services, supplies and equipment at the same or better pricing as outlined in the awarding bid document. That being said, Public Works staff recommends procuring consulting services from Brightly Incorporated, through Sourcewell's cooperative purchasing program to conduct a citywide facility condition assessment and prepare a report.

Brightly, previously known as 'Dude Solutions' and recently acquired by Siemens, has 20 plus years conducting facility condition assessments and is the global leader in intelligent asset management solutions. Additionally, by procuring Brightly's consulting services via the cooperative purchasing agreement (Exhibit "A" to Attachment "A"), the City will receive requested services at a reduced rate (Attachment "E").

Project Schedule

The FCA project is expected to take 10 to 12 months to complete once the contract is awarded. The anticipated start date is August 2024, with completion projected by June 2025. Data

Consideration to Approve a Contract Services Agreement with Brightly Software Inc. for Citywide Facility Condition Assessment Consulting Services

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collection will occur from September to October 2024, followed by data analysis, data loading, software configuration, and staff training to be completed by March 2025. The project will go live from April to June 2025, with final closeout in June 2025. This structured timeline ensures a comprehensive and timely implementation of the FCA project.

BUDGET IMPACT:

The Fiscal Year 2023-2024 Approved Budget included a one-time cost enhancement of \$25,000 within the Public Works – Administration and Engineering Division (001-310-0000-4270) to conduct the citywide facility condition assessment. With the total service cost quoted at \$27,222, the balance will be funded using Public Works operational funds from the Fiscal Year 2024-2025 Budget, pending City Council approval. The cloud software is a subscription service and will have to be renewed annually at a cost of \$7,215. The cost for the cloud software will be budgeted annually, beginning in Fiscal Year 2025-2026, within Fund 041 (Facilities Maintenance).

CONCLUSION:

It is recommended that the City Council approve a Master Subscription Agreement with Brightly Incorporated utilizing the Sourcwell cooperative purchasing agreement to obtain citywide facility condition assessment consulting services, and authorize the City Manager to execute the agreement.

ATTACHMENTS:

- A. Contract No. 2264 -including:
 - Exhibit "A": Sourcwell Cooperative Purchasing Agreement
 - Exhibit "B": Master Subscription Agreement
- B. Sourcwell's Request for Proposals
- C. Sourcwell's Proposal Opening Record
- D. Brightly Proposal
- E. Brightly Reduced Rates



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Brightly Software Inc.)

(Nature of Engagement: Citywide Facility Condition Assessment Consulting Services)

(Cooperative Purchase: Sourcewell Contract Reference No. 090320-SDI)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of July 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and BRIGHTLY SOFTWARE INC. (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 necessary to achieve its purpose; and

WHEREAS, CITY requires consulting services for the conduct of a Citywide facility condition assessment; and

WHEREAS, CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, Section 2-802 (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) authorizes the CITY to award contracts without first issuing a request for proposals if the purchasing agent determines it to be in the best interest of the CITY to piggyback onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency and where the services to be provided will be on the same or better pricing; and

WHEREAS, Sourcewell is a State of Minnesota local government agency and service cooperative ("Sourcewell") that issued a Request for Proposals in July 2020 for Public Sector and Education Administration Software Solutions with Related Services (Sourcewell RFP #090320) (hereinafter, the "Sourcewell RFP") (A true and correct copy of the Sourcewell RFP can be found on Sourcewell's internet homepage <https://files.sourcewell.org/public/Shared%20Documents/Solicitations/090320-10007/Solicitation%20Documents/RFP%20and%20Addendums-090320-Public%20Admin.%20Software.pdf>); and

WHEREAS, after CONTRACTOR's submission of a proposal in response to Sourcewell RFP #090320, Sourcewell and CONTRACTOR executed and entered into an agreement entitled "Sourcewell – Solicitation Number: RFP #090320 – Contract", Sourcewell Ref. No. 090320-SDI which was later amended by way of that certain document entitled "Amendment #1 to Contract #090320-SDI (hereinafter, the "Master Cooperative Agreement"); and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council in accordance with Section 2-802 of the San Fernando Municipal Code at its Regular Meeting of July 1, 2024 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 provide and perform the various services and tasks described in the following:
1. The Master Cooperative Agreement as defined in the Recitals, which is attached and incorporated hereto as **Exhibit "A"**;
 2. That certain document entitled "Master Subscription Agreement" of even date herewith executed and entered into between CITY and CONTRACTOR (hereinafter, the "Master Subscription Agreement") which is attached and incorporated hereto as **Exhibit "B"**;
- B. For purposes of this Agreement, the capitalized term "Scope of Work" shall be a collective reference to the various services and tasks to be performed and software and equipment to be provided and/or installed by CONTRACTOR as described in Master Cooperative Agreement and the Master Subscription Agreement. In the event of any conflict or inconsistency between the provisions of Master Cooperative Agreement and the provisions of the Master Subscription Agreement, the provisions Master Cooperative Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- C. Subject to the provisions of the various documents referenced in paragraph (A) of this Section, 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 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.
- D. The provisions of paragraph (B), above, notwithstanding:
1. The resolution, reconciliation or harmonization of conflicts or inconsistencies as

between the various exhibits or as between the various exhibits and this Agreement shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of San Fernando Municipal Code Section 2-802 that any Work (inclusive of all equipment provided and installed) be provided and/or performed at the same or better pricing as is offered under the terms of the Master Cooperative Agreement; and

2. Unless waived by the CITY in a writing signed by the City Manager, whenever a provision of an exhibit conflicts with, or is inconsistent with, a provision of another exhibit or a provision in this Agreement: (i) any provision imposing a higher duty or standard of care or performance by CONTRACTOR shall govern and control; and (ii) any provision granting the CITY greater discretion, authority or protection shall govern and control.
- E. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement and the location where all equipment or software is to be installed; and (ii) has carefully considered how the Work should be performed. CONTRACTOR acknowledges and agrees that it has inspected, or has had the opportunity to inspect, any location where the Work is to be performed or any equipment or systems of CITY to be used or relied upon by CONTRACTOR in the performance of this Agreement and has acquainted itself with the conditions and characteristics of the same before commencing any of the Work. 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.
- F. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to the expiration of the Term, defined below, or any extension term, CONTRACTOR shall deliver to CITY immediately and without delay, all reports and other records and data which CONTRACTOR was required to provide or make available to CITY under 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. PROSECUTION OF WORK.

- A. Time is of the essence of 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"). The Work shall be completed within 418 days from the date of CITY's issuance of its Notice to Proceed (hereinafter, the "Completion Date").

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- B. 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.
- C. 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.
- D. 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.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

SECTION 3. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the schedule of rates and charges established under the Scope of Work.
- B. Paragraph (A) of this Section notwithstanding, CONTRACTOR's total compensation for all Work contemplated under this Agreement shall not exceed the aggregate sum of **TWENTY-SEVEN THOUSAND, TWO HUNDRED AND TWENTY-TWO DOLLARS (\$27,222)** (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. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

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- C. Following the completion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed in the recently concluded calendar month. The invoice shall identify all services and tasks performed during the recently concluded calendar month and the corresponding subtotal for the same as well as all equipment costs and other charges. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, 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 shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR. CITY shall retain 10% of the Not-to-Exceed Sum which shall be payable within 30 calendar days from the City Council's approval of a Notice of Completion for all Work.

SECTION 4. STANDARD OF CARE.

- A. CONTRACTOR agrees as follows:
1. In the performance of all Work under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession;
 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 of the 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;
 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 Work in compliance with the standard of care set forth in this Section and to timely complete the Work within the time period specified in Section 2, above; and

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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.
- C. The skills, training, knowledge, experience and resources of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the personnel who will perform the Work provided. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement with the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and any such unauthorized transfer or assignment shall constitute a material breach of this Agreement.

SECTION 5. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and 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.
- B. Contractor Representative. For the purposes of this Agreement, Matt Smith, is hereby designated as the principal and 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 Work, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

SECTION 6. 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.

SECTION 7. [RESERVED – NO TEXT]**SECTION 8. [RESERVED – NO TEXT]****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 Work 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.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. 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 has control over the manner and means of performing the Work under this Agreement. CONTRACTOR is permitted to provide similar work and services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 11. CONFLICTS OF INTEREST. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

SECTION 12. 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 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 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 perform any of the Work under this Agreement.

SECTION. 13. INDEMNIFICATION.

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, 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 all negligent acts, errors or omissions of CONTRACTOR or CONTRACTOR's employees, agents or subcontractors in the performance of the Services or CONTRACTOR's 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. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein. The duty to indemnify, defend and hold harmless as set forth in this Section is in addition to and not in lieu of any other indemnification duties set forth in the Scope of Work.
- B. CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- C. The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 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. 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.

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- E. CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- F. The duty 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.

SECTION 14. INSURANCE. CONTRACTOR shall at all times procure and maintain those policies of insurance identified under Section 20 (Insurance) of the Master Cooperative Agreement, subject to the same terms, conditions, restrictions and requirements set forth under Section 20 (Insurance) of the Master Cooperative Agreement. CONTRACTOR shall also name CITY as additional insured in the same manner provided to Sourcewell and Participating Entities as referenced under paragraph (C) of Section 20 (Insurance) of the Master Cooperative Agreement.

SECTION 15. 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 the Work. CITY 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 services hereunder, and the CITY shall have access to such records in the event any audit is required.

SECTION 16. 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 or 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 "B"** 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.

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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 services 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 17. FORCE MAJEURE. The Completion Date shall 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, if the 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 18. 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
Attn: Public Works Director
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222

If to CONTRACTOR:

Brightly Software Inc.
Attn: Matt Smith
11000 Regency Parkway, Suite 300
Cary, NC 27518
Phone: (919) 889-6064

SECTION 19. 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 20. ATTORNEY 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 attorney's fees.

SECTION 21. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. This Agreement and its exhibits represent 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 22. 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 23. 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 24. 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 25. 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.

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

BRIGHTLY SOFTWARE INC.:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Dude Solutions

Does your company conduct business under any other name? If yes, please state: North Carolina

Address: 11000 Regency Pkwy
#110
Cary, NC 27518

Contact: Melissa Buchanan

Email: melissa.buchanan@dudesolutions.com

Phone: 877-655-3833

HST#: 56-2174429

Submission Details

Created On: Tuesday July 21, 2020 08:36:17

Submitted On: Thursday September 03, 2020 10:10:22

Submitted By: Kathryn Bennett

Email: rfp@dudesolutions.com

Transaction #: 8a7239b5-02fa-4203-b5f1-1fc39aafc238

Submitter's IP Address: 73.153.115.208

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dude Solutions, Inc.
2	Proposer Address:	11000 Regency Pkwy #110 Cary, NC 27518
3	Proposer website address:	https://www.dudesolutions.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Benfer, SVP of Sales 11000 Regency Pkwy #110 Cary, NC 27518 (877) 655-3833 brian.benfer@dudesolutions.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Caputo, General Counsel 11000 Regency Pkwy #110 Cary, NC 27518 (919) 459-3163 kelly.caputo@dudesolutions.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dude Solutions is a leading software-as-a-service (SaaS) provider of operations management solutions to education, government, healthcare, senior living, manufacturing and membership-based organizations. For nearly two decades, Dude Solutions has inspired clients to create better work and better lives. We combine innovative, user-friendly technology with the world's smartest operations engine, empowering operations leaders to transform the most important places in our lives. Today, more than 12,000 organizations use our award-winning software to manage maintenance, assets, energy, safety, IT, events and more.</p> <p>Company Facts</p> <p>Company Name: Dude Solutions, Inc. (DSI) Date Established: 1999 Markets Served: Clubs & Associations, Education, Government, Healthcare, Manufacturing Office Locations: Headquarters located at 11000 Regency Parkway, Ste 110, Cary, NC 27518 Phone number: 1-877-655-DUDE (3833) Employees: As of May 2020, we have 520+ employees Former Names: SchoolDude/FacilityDude State of Incorporation: Delaware</p>

8	What are your company's expectations in the event of an award?	<p>Dude Solutions intends to continue to closely support participating entities that are already using our products. Our Legendary Support Team and robust customer service organization will provide Sourcewell's participating entities with the product information and new services they need to keep their operations optimized.</p> <p>Similarly, our sales team is dedicated to expanding our roster of participating entities, offering exceptional value to Sourcewell's subscribers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to the attached financial disclosure form in the bid attachments section.</p>
10	What is your US market share for the solutions that you are proposing?	<p>In 2019, Dude Solutions surpassed \$100 million in annual revenue.</p> <p>Dude Solutions' more than 12,000 clients and more than 800,000 active users span Federal, DoD, State agencies, local government organizations, and commercial entities.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Dude Solutions currently supports more than 550 clients across education, manufacturing, government and healthcare industries throughout Canada.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Dude Solutions will primarily use our own employees to implement the software we provide. Dude employees are responsible for training, onsite consultation and ongoing client support. Our sales and service force is primarily employed by Dude Solutions.</p> <p>In some instances, Dude Solutions will partner with third-party vendors to complete professional services such as facilities condition assessments or utility bill gathering and population.</p> <p>DSI leverages the below evaluation criteria when considering a subcontractor:</p> <p>Markets Served – Must align to DSI Markets (Education, Government, Healthcare or Manufacturing)</p> <p>Years in Business/Market – Must show a consistent track record in the market</p> <p>Geographical Areas Served – Must have regional or national footprint</p> <p>Number of Employees – Must have available resources to staff appropriately</p> <p>Revenue and Financial Stability – Must show a consistent track record of growth and profitability</p> <p>Subject Matter Expertise – Must provide industry knowledge and subject matter expertise</p> <p>Added Value Services Provided – Must provide a service that would be a value to DSI client base</p> <p>References – Must have quality references</p> <p>If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:</p> <p>DSI Minimum Insurance Requirements</p> <p>DSI Payment Terms</p> <p>To become a DSI authorized Service Provider, Vendors have to have an active master service agreement in place with the DSI. Agreement is needed to by our Executive Leadership team.</p>

<p>14</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Dude Solutions has not identified any professional licenses that are required to be held by the organization in pursuit of the business contemplated by the RFP. We would like to describe the licenses and certifications related to our data storage, which provide clients with peace of mind regarding their information management and business continuity.</p> <p>Data storage certification and licensure</p> <p>Dude Solutions performs annual HIPAA and PCI Data Security Standards assessments. Dude Solutions is EU-US Privacy Shield registered.</p> <p>The data centers where Dude Solutions Customer data is stored and processed are audited under SSAE 18 Type 2 SOC 2, PCI-DSS1, GLBA and HIPAA standards annually. They are also ITAR and EU-US Privacy Shield registered. Third party security audits are conducted annually and include penetration testing and internal network security audits for all locations.</p> <p>Dude Solutions aligns with the requirements of the Family Education Rights and Privacy Act (FERPA). FERPA does not require or recognize audits or other certifications, so any academic institution that is subject to FERPA must assess for themselves whether and how its use of a cloud service affects its ability to comply with FERPA requirements. Dude Solutions makes the following contractual commitments that attest to its alignment:</p> <p>Dude Solutions commits to using Customer data only to provide organizations with our cloud services and does not mine Customer data for advertising Dude Solutions commits not to disclose Customer data except as the educational institution directs, as described in the contract, or as required by law Dude Solutions applications do not process, store or transmit sensitive student information or student educational records The CJIS standards are generally based on standard security best practices (ex. ISO 27001 and NIST) with which Dude Solutions is aligned. Dude Solutions application are not designed or intended to access CJ. Likewise, the services provided by Dude Solutions support personnel to implement and maintain our application do not require or even contemplate access to Customer systems processing CJ.</p> <p>Dude Solutions has mapped our controls and the controls of our partners to the NIST Cloud Computing reference architecture and associated controls as defined by the Cybersecurity Framework. Dude Solutions is committed to compliance with these NIST requirements and other relevant industry standards such as NIST 800-53, NIST SP 800-171, and FIPS 200.</p>	<p>*</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Dude Solutions, Inc. has no past or present litigation, suspension or debarment.</p>	<p>*</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *								
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In addition to recognition received for our rapid revenue and employee growth—and being recognized as one of the region’s “Best Places to Work” over multiple years—Dude Solutions has garnered media attention in both local and national publications for our various products, client service, and partner relationships.</p> <p>Several of them are documented below:</p> <p>Automation World online published an article based on Pepsi Bottling Venture’s success with our software platform. August 2017 MyTechDecisions.com featured our Event Publisher software, and its use by our client, Spartanburg Community College, in their Project of the Week on Tech Decisions. September 2017 HFM Magazine published an article on our CMMS solutions for hospitals featuring TheWorxHub product. June 2017 GovTech.com ran an article from the perspective of our client, Spalding County, GA, in its online outlet: Government Technology. June 2017 Worship Facilities Magazine featured a Dude Solutions’ case study with NorthRidge Church on worshipfacilities.com. July 2017 Senior Housing News was inspired enough by our whitepaper, Including Maintenance within Your Community’s Strategic Plan, to publish an article on the topic on its site: seniorhousingnews.com. September 2017 Dude Solutions’ other awards include:</p> <p>Finalist in the Software category for the 2019 NC TECH Awards, North Carolina’s annual statewide awards program recognizing innovation, growth and leadership in the tech sector. #13 on the 2019 NC Mid-Market Fast 40, our second year in a row on this list, which recognizes mid-size companies in North Carolina based on revenue and employment growth. Won the Triangle Business Journal Leaders in Diversity Award, recognizing companies that have shown an exceptional commitment to promoting practices that advance diversity in the workplace and in business leadership. A nod to the fantastic work our diversity committee has done in just one year of existence. And finally, one of our products, TheWorxHub, took home the Vision Award in the Smart Buildings/IoT/Software category.</p>								
17	What percentage of your sales are to the governmental sector in the past three years	<p>Dude Solutions maintains approximately 1,500 government clients. Government sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="630 1136 948 1241"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>19%</td> </tr> <tr> <td>2019</td> <td>21%</td> </tr> <tr> <td>2020</td> <td>27%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	19%	2019	21%	2020	27%
Year	Percentage of Revenue									
2018	19%									
2019	21%									
2020	27%									
18	What percentage of your sales are to the education sector in the past three years	<p>Dude Solutions maintains approximately 5,800 education clients. Education sales have made up the following percentages of our annual revenue:</p> <table border="1" data-bbox="630 1314 948 1419"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>59%</td> </tr> <tr> <td>2019</td> <td>57%</td> </tr> <tr> <td>2020</td> <td>53%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2018	59%	2019	57%	2020	53%
Year	Percentage of Revenue									
2018	59%									
2019	57%									
2020	53%									
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Dude Solutions participates in AEPA, Omnia and Mohave cooperative purchasing agreements.</p> <p>We are happy to provide more information about the sales volumes of these contracts with the completion of an NDA.</p>								
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None								

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of London, Ontario, Canada	Khaled Shahata	(519) 661-2500 x7011	*
Western Washington University	Scott Dorough	(360) 650-2412	*
City of Mount Vernon, Washington	Chris Phillips	(360) 336-6214	*
Elk Grove Unified School District	Chris Bohrer	(916) 686-7745	
Teton County, Wyoming	Paul Cote	(307) 699-3496	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Stockton Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Austin ISD	Education	Texas - TX	Project Services - Facility Condition Assessment	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Delaware Office of Management and Budget - Division of Facilities Management	Government	Delaware - DE	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Baltimore City Public Schools	Education	Maryland - MD	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*
Palm Springs Unified School District	Education	California - CA	Project Services - Facility Conditions Assessment & PM Schedule Creation	Dude Solutions does not disclose the size of transactions for individual clients.	Dude Solutions does not disclose the size of transactions for individual clients.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The estimated number of employees in the major sales-related departments follows. Please note that not all employees are represented in this list. Total Employees 520 Sales 145 Marketing 18	*
24	Dealer network or other distribution methods.	At this time, Dude Solutions offers cloud-based software that does not require a dealer or distribution network; these functions are performed internally.	*

25	Service force.	<p>Total Employees 520 Client Services 135 Development 69 Product Management 40 IT 6 Accounting/Hr/Legal/Biz Ops/Other Support 57</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For almost two decades, Dude Solutions has strived to be a leader in both Software-as-a-Service enterprise operations management systems and in client satisfaction. We work hand in hand with our clients every day to help them achieve their goals and create the best work of their lives. Our commitment is shown by the numbers:</p> <p>12,000+ daily users 93% retention rate 97.5% customer satisfaction rating Net Promoter Score of 54 – ahead of all competitors and iconic companies such as Target, IBM and more Customer Support</p> <p>From the moment you start as a client, you'll have a dedicated representative there to help you every step of the way. And, that support doesn't stop when implementation is complete. As a Dude client, you will receive unlimited training and technical support for the duration of your subscription term.</p> <p>Your primary support will come directly from our headquarters in Cary, North Carolina. Our policies require that our toll-free technical support hotline be answered before the third ring. You'll always reach a live representative when you call, and we answer 98% of all email questions within one hour. We also aim to resolve our clients' issues within two hours. And, there are never any additional charges or support contracts involved. Whether you have technical questions, need advice, need to get a new hire trained, or need to quickly run a report before your upcoming board meeting, help is only a call, e-mail or chat away.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Send us an email – we answer 98% of our support emails within 1 hour Reach us instantly through our software with live chat during business hours Best practices webinars and podcasts which share new trends, popular reports, and tips Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session</p> <p>DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.</p> <p>DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.</p> <p>Dude Solutions is transparent regarding our systems availability. We publicly post our availability site (http://status.dudesolutions.com/) to provide customers with access to our historical availability metrics and real-time status.</p>

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Dude Solutions is willing and able to provide products and services to all Sourcewell participating entities in the United States.</p> <p>Our team completes implementation for more than 500 clients and 2,000 products annually. Our 500-person global team supports more than 12,000 clients. Our capacity to quickly respond to Sourcewell members' needs is more than adequate, thanks to our Agile approach to development and implementation.</p> <p>For more than 20 years, we have demonstrated a proven track record of building, migrating, and managing a wide variety of enterprise COTS software solutions in the cloud. Our strengths as a partner revolve around our core expertise with product- and user-centric software development. Dude Solutions bolsters this focus with best practices in modern software development lifecycle, including ongoing commitment to Agile methodologies and beautiful UX design.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Dude Solutions maintains an office in Toronto, Ontario and provides services to more than 500 Canadian clients. Data storage for Dude Solutions products is hosted in the United States and complies with applicable security laws for government agencies in Canada and abroad.</p> <p>Dude Solutions provides software to clients in the United States and nine other countries around the world. We are fully capable of executing contracts and providing services for Canadian entities within both government and education sectors.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Dude Solutions does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Dude Solutions will participate in all entity sectors, including government, education and not-for-profit.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Dude Solutions offers virtual product implementation that would allow us to deploy our SaaS systems in any location with internet access.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>When a DudeSolutions account executive identifies a client or prospect that is considering a solution and also mentions they are planning to use an RFP process, the employee will introduce Sourcewell as an option that would be of benefit to the client and/or prospect. This happens in highly customized, one-to-one conversation between the prospect/client and the DudeSolutions employee. Because most of our clients and prospects are already Sourcewell members, we primarily need to remind them of the benefit that Sourcewell provides at the right point in their buying process.</p> <p>Dude Solutions intends to provide a website section dedicated to our valued cooperative purchasing partners, along with co-branding that will clearly identify Sourcewell as a procurement mechanism. Further, our marketing team is providing opportunities for Sourcewell to directly reach potential clients through event sponsorship and access at Dude University. Collateral provided at Dude U, our annual user conference, will route prospects toward Sourcewell as a purchasing platform.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Dude Solutions uses a business intelligence tool called Qlik to power our marketing insights across channels and programs to best understand what is working most effectively in our strategy, programs, and mix. Qlik pulls data from Salesforce, Marketo and Google Analytics consolidates and allows a wide range of analytics across the prospect and client journey. This information allows us to make smart adjustments in our programs and approach.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Dude Solutions would expect that Sourcewell will continue to represent our product lines, aligned to support the Public Sector and Education Administration Software Solutions with Related Services contract, as well as update their website with our marketing collateral, sponsor Dude University 2021 and potentially help us drive acquisition to events that we host, reaching thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada who are potential clients.</p> <p>Dude Solutions will continue to educate our national education and government vertical sales teams on the awarded contract (supporting contract documents, 60K member base, etc.) and continued education and value proposition using their contract offers to our entire public sector client base. We will be creating a landing page on our website to represent our partnerships, to include contracts awarded, and Sourcewell will have a microsite dedicated to the contract (and all supporting documents and a link back to your landing page). We will also plan to support/sponsor your annual event, H20, in 2021.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Dude Solutions does not currently offer our products and services through an eCommerce and/or online purchasing platform.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Dude Solutions has a set methodology which is being used in thousands of organizations. We have developed a system that is easy to use and cost-effective. Topics we will cover could include setup of the system, training of all personnel, data conversion, and a step by step strategy for the transition from the current system to the proposed solution.</p> <p>Training is standard and included in the annual cost of our software, with the exception of our Professional Service Packages. These packages offer more in-depth training and custom classroom topics that may fall outside the scope of a traditional learning path. Training is tailored to each customer based on their system configuration. Standard training is also unlimited for our valued clients.</p> <p>Our internal client support and implementation team members provide training. We do not outsource this service.</p> <p>Dude Solutions utilizes a web-conferencing application allowing us to share desktops and view the same information between parties. Because all of Dude Solutions' modules/applications are totally on-demand, we are able to view the same information the client sees simultaneously. Dude Solutions has several approaches to training that ultimately are determined by the client.</p> <p>Dude Solutions provides virtual classroom training sessions as well as individual sessions. Clients can utilize a "train the trainer" approach. This includes training both during implementation as well as any ongoing training after your product goes live. We have the following primary mediums for delivering training:</p> <p>Virtual Classroom Training This method is conducted via internet and teleconferencing mediums. This allows you to go at your own pace through the implementation journey. Training curriculum and schedules are kept up to date on our help site. You will also benefit from building your industry network and hearing best practices from other clients in these one to many training sessions. Virtual training is an unlimited resource for all clients.</p> <p>Online Help Content Available around the clock, our help site includes guides and videos to assist clients with their Dude applications. It is also a great place to check for regular product enhancements and updates based on client input.</p> <p>Virtual Consultation Packages If purchased, Dude Solutions will provide remote consultation for your organization to help you with everything from data cleanup and migration from legacy solutions, deep dive assessment of current workflow and configuration to end-user training and go-live support.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Dude Solutions is a leading provider of software-as-a-service (SaaS) solutions. Our software suite is 100% cloud-based and includes products for:</p> <ul style="list-style-type: none"> Community Development Work & Asset Management Energy Management Technology Management Event Management Capital Forecasting Safety Management <p>In addition to these products, Dude Solutions also offers these professional services (availability depends upon products purchased):</p> <ul style="list-style-type: none"> Onsite training programs Facility condition assessments Dude University, our annual user conference Professional data services, including data collection and import Integration support Asset Essentials <p>There's one big problem with relying on paper and desktop programs: They're not reliable. Without the insurance of cloud-based software, our potential clients are playing a risky game of "here today, gone tomorrow." Paper and desktop programs are time-consuming and often disorganized.</p> <p>Dude Solutions offers modern, cloud-based software that helps our clients make measurable progress toward maintenance, asset management and work order processing goals. No more confusion thanks to better communication. No more backlog thanks to preventive and predictive planning. No more work falling through the cracks or going undocumented thanks to software accessibility in the office and in the field. Asset Essentials offers cloud-based software that can be easily accessed in the office and on mobile devices, no matter where your team needs access. Asset Essentials allows users to use a single, intuitive dashboard and leave their headaches behind.</p> <p>Capital Forecasting and Predictor</p>

Dude Solutions offers two capital planning systems for our valued public-sector clients: Capital Forecasting and Predictor. Both are integrated with our flagship platform, Asset Essentials, offering robust reporting and predictive tools for our clients' future growth.

Everything in our clients' buildings will need to be repaired and, eventually, replaced; but no entity has an unlimited budget. With Dude Solutions' software, clients gain certainty about their valuable assets, along with the ability to predict and prioritize maintenance based on real-time data.

Clients level the spikes in their budgets, prevent financial surprises and justify requests for resources, all from a central solution. Use your insights to create more visibility into the work that matters and steer your team toward the work that will make the most impact. Our user-friendly interface helps clients create the most precise projections for today, tomorrow and decades in the future.

For clients that need even more robust capital forecasting capabilities, the Predictor Platform brings unparalleled power in life-cycle modelling, enabling teams to tell the story of their asset future to stakeholders more efficiently than ever before. Predictor optimises service-level outcomes and captures capital expenditure with industry-specific algorithms that accurately predict the future behavior of assets. Clients are empowered with the data-driven evidence to make better decisions about their assets.

Energy Manager

Educational institutions, governments and not-for-profits often find that utilities drain resources. Utility costs are often the most overlooked as a source of cost savings. Enter Dude Solutions' Energy Manager, a new way to approach energy consumption, clarity and control.

Gather detailed information on current utility spend to identify possible billing errors, centralize billing and meter readers, and more. With enhanced visibility, clients can uncover areas for improvement and gain a deeper understanding of your energy consumption. Create unlimited reports for compliance, show the progress of energy efforts and more all from a user-friendly solution.

SmartGov

Many local jurisdictions still rely on paper-based processes and inefficient legacy on-premises systems to manage business needs like permitting, business licensing, inspection, code enforcement, plan review, parcel and fee management. With complex and time-consuming tasks like permitting, the lack of a streamlined system often leads to poor communication, longer processing times, disgruntled citizens and bad public relations.

Dude Solutions SmartGov™ lets clients manage all of their essential processes tied to permitting, licensing, inspections and code enforcement in a single web-based system that is hosted in the Amazon Web Services (AWS) cloud.

SmartGov improves back-office efficiency while increasing citizen engagement, both of which drive business revenue.

Event Manager

There's a lot to think about when allowing community groups to use your facilities. Permissions, setup, personnel, billing and more — these are only a few things that fall in our clients' laps. There's also the fear of facility damage and the frustration of scheduling mix-ups.

Proper event management software makes scheduling and coordination simple for both you and event requesters. With the right tools, everyone can win. Using Event Manager™, a centralized, user-friendly calendar system, you can manage usage requests and requirements, track scheduling and account for expenses. Plus, clients can simplify the billing process and start recovering costs.

Integrated Suite

Dude Solutions offers an integrated platform between energy, events, assets and capital planning that reduces costs and increase productivity with data-rich reports. This integration capability allows our clients to more strategically manage, maintain and invest in their school and government facilities.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Dude Solutions can provide support for sustainability initiatives through a lower-impact implementation protocol. Our systems traditionally use paperless technology to prevent waste. Communication with The Dude throughout your implementation process will be mostly electronic to eliminate the need for paper storage and recycling. Further, maintenance of our software relies almost exclusively upon electronic communication, limiting the organization's need for paper requests.</p> <p>Additionally, employees at The Dude are encouraged to consider the environmental impacts of their travel arrangements for any onsite services.</p> <p>Finally, The Dude offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a SaaS product, Dude Solutions' systems are not rated for eco-friendliness or green/sustainability factors. However, we have pursued internal efforts to become a "greener" company.</p> <p>Dude Solutions' guiding principles lead our clients toward more sustainable approaches in their everyday operations. In general, our software-as-a-service systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.</p> <p>Internally, Dude Solutions employees are encouraged to pursue sustainability efforts through our Green Dude initiative. This internal team of sustainability-oriented employees strive to bring awareness of our impact on the environment and inspire positive change through education. The Green Dude team is guided by these principles:</p> <p>Educate Dude Nation on sustainability best practices. Partner with local organizations to provide volunteer opportunities. Introduce Dude employees to energy saving options, both at work and at home. Strive to minimize waste both within our group and Dude Nation In the past year, the Green Dude has hosted an Arbor Dude Fair, which brought educators and vendors from throughout the region to our Cary, North Carolina, headquarters. We partnered with organizations such as CompostNow, The Produce Box and Trees for the Triangle to promote education and volunteerism locally.</p> <p>In addition, Dude Solutions facilities are equipped with sustainable equipment such as movement-sensitive light sensors, which prevent energy waste in unoccupied buildings. Individual employees are encouraged to responsibly consume energy by turning off and unplugging their equipment at the day's end.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>The principal beneficial owner of Dude Solutions, Inc. is Clearlake Capital Group, L.P. which is certified as an MBE as evidenced by the attached certificate.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>There are a million critical moving pieces inside your organization that need to work at their best to keep our clients' operations running smoothly.</p> <p>Their reality is a patchwork of tools, tech and talent that's tricky to manage. And our clients' role has evolved, too. As they are overseeing the day-to-day, they're also being asked to see into the future.</p> <p>Dude Solutions is software for smarter operations. With over 12,000 happy clients and 20 years of experience, we serve as our clients' trusted partner. Offering a connected suite of solutions to give our clients visibility into every aspect of your operations. We provide predictive insights to help users anticipate what actions to take next.</p> <p>With industry-focused expertise, legendary support and a proven track record of success, we meet our clients where they are today to prepare them for tomorrow.</p> <p>Dude Solutions accomplishes this through a commitment to being a trusted partner, offering a connected suite of software products and creating the predictive insights decision-makers need.</p> <p>Deep, industry-focused expertise — and a proven track record of success</p> <p>We know our clients' world inside and out. From the energy that powers your spaces to the equipment, tools and assets crucial to helping your organization do its best work. We've spent the last 20 years helping over 12,000 clients transform their operations.</p>

		<p>End users benefit because we work closely with front-line staff, from implementation to impact. We guide these teams to quick wins to help them gain control of their operations from day one. The Dude is always beside our clients! We offer legendary support, an ever-growing knowledge base, the annual Dude University conference, ongoing training and a dedicated team committed to your success. Clients are never alone in their day-to-day work or in their mission to improve operations.</p> <p>Dude Solutions understand the nuances of the changing operations landscape. And because we've been down this path with clients 12,000 times before, we know what it takes to succeed. We work with our clients to identify and implement the right solutions to help them reach their goals. Then we help clients benchmark, measure and share the results, all while ensuring every member of the operations team feels confident and empowered to harness the power of our solutions.</p> <p>Integrated solutions to give you visibility into every aspect of your operations</p> <p>When every aspect of our clients' operations talks to each other, they gain powerful insights that shape the way they work. We know the journey to a fully integrated ecosystem doesn't happen overnight. So, we meet clients wherever they are to create a strategy and chart a course to connectedness.</p> <p>Front-line users receive a single, intuitive view into every aspect of their operations — from the assets they manage to the energy their facilities consume. This helps them identify opportunities for improvement, spot issues before they become headaches and understand what actions to take next to make your operations more efficient.</p> <p>The Dude system also helps decision-makers identify trends, create forecasts and plan for the future by bringing together important information from across an organization. This improves collaboration among their teams. Clients can leverage data to make more informed decisions about where to shift focus or allocate budget. We empower clients with a unified view into the state of their world, so they can confidently make the case for more resources.</p> <p>Intelligence that transforms work and shows a clear path to the next action</p> <p>We make sense of the information already inside an organization — and benchmark it against other, similar organizations — to help clients plan what to do next. Users can anticipate and act on issues before they arise, with insight into the actions that drive the best outcomes.</p> <p>We help front-line users spend more time doing the work they want to do and less time putting out daily fires. Dude Solutions' systems bring together hundreds of data points from across an organization into an intuitive, actionable dashboard. We help clients identify opportunities for improvement across every department, including tech, electrical, plumbing, facilities, utilities, events. Users are empowered with insights and reports to mitigate risks, anticipate costs and effectively manage workload.</p> <p>Dude Solutions also uses our deep knowledge of the government and education sectors, along with the data we've collected over 20 years, to create powerful predictive models. This allows clients to reduce costs and downtime and avoid unplanned asset, resource or monetary expenses. Our systems help clients more accurately forecast their capital needs for tomorrow — and the day after. Our SaaS offerings are powered by a data platform that never stops learning and improving.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>DSI's subscription agreement includes the following warranty:</p> <p>(a) DSI represents and warrants that during the applicable Subscription Term that the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.3 (Termination for Convenience).</p> <p>(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.</p> <p>(c) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES SHALL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO SUBSCRIBER STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable for software-as-a-service.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable for software-as-a-service.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable for software-as-a-service.	*
47	What are your proposed exchange and return programs and policies?	<p>DSI's subscription agreement allows for Termination for Convenience in the Initial Term of the software subscription as follows:</p> <p>Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund. If DSI receives Subscriber's written notice of termination during the Initial Term, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Term Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination. For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.</p>	*

48	Describe any service contract options for the items included in your proposal.	<p>The standard implementation line items and ongoing support, with the exception of any additional Onsite Consulting Packages, are included in clients' annual subscription at no additional cost. Dude Solutions does not limit access to support resources or offer tiered support options.</p> <p>As SaaS customers, clients will receive the following support as a standard service. Any optional services will be covered in individual clients' proposals.</p> <p>Lifetime support for all active product subscriptions includes:</p> <p>Toll-free telephone support by dialing (877) 655-3833, Monday to Friday 8:00 AM – 6 PM ET Friendly representatives who will answer the phone within 3 rings and direct you to a knowledgeable team member who can help Email support – we answer 98% of our support emails within 1 hour Instant help through our software with live chat during business hours</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Subject to the terms of the Order Form and DSI's commercial subscription agreement, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.</p> <p>Payment for professional services is upon completion of services or milestones, if applicable.</p> <p>We do not offer a discount for prompt payments.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	This is not applicable to SaaS.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dude Solutions will present the client with an Order Form outlining the services to be provided thereunder, including any addenda and supplements. Upon the participating entity's electronic or written acceptance of the Order Form or issuance of a PO referencing such Order Form, the participating entity agrees to be bound by the terms of the Order Form. Dude Solutions will issue an invoice to the client with net 30 payment terms. Since all deals flow through CRM, we are able to easily report on all sales to a specific client or partner.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-cards as a form of payment at no additional cost to our clients.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Dude Solutions offers software-as-a-service as annual subscriptions and services which support the set up and use of the software. Dude Solutions will make a catalog of its software offerings and services available to Sourcewell, and the following discounts shall apply to the catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5% Dude Solutions, Inc. periodically reviews and updates catalog price books in response to the market. Such updates may include price adjustments and the addition of new product and/or service offerings. Proposals generated after a new price book is filed will use the new price book. Any outstanding proposals issued may be honored for a reasonable period of time to accommodate a participating entity's internal procurement processes. Dude Solutions maintains the right to increase subscription fees and other applicable fees and charges in connection with each renewal term, but such renewal fees shall not exceed the pricing on file with Sourcewell at the time of a participating entity's subscription renewal.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Dude Solutions will offer the following discounts off of its catalog list price: Software subscription discount: 21% Activation/Set up Fee Discount: 6% Vendor Services: 3% DSI Service: 5%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This does not apply to DSI's business model at this time.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This does not apply to DSI's business model at this time.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This is not applicable for software-as-a-service.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This is not applicable for software-as-a-service.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable for software-as-a-service.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Dude Solutions holds itself accountable to high internal standards. Dude Solutions utilizes a quote-to-cash process within its CRM system to manage all order transactions. The discount schedule is entered into the CRM system, making it easy for sales reps to include Sourcwell and applicable pricing on client quotes. Sales reps select Sourcwell as the purchasing partner and discounts are automatically applied to the products and services included in the quote presented to the participating entity. When an order is closed, DSI's Order Operations team confirms contract pricing. when processing the order. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to DSI's billing team for an invoice to be issued. Payments are recorded against this agreement, allowing DSI to efficiently report on transactions each quarter.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DSI proposes an administrative fee of 2% Vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Asset Essentials Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities.</p> <p>Workflow Management</p> <ul style="list-style-type: none"> • Work order request management • Automatic request routing • Location/asset-based work orders • PM and PdM calendar scheduling • Custom fields for organization-specific work order information • Job planner/calendar view for technicians • Work order prioritization <p>Work Tracking & Monitoring</p> <ul style="list-style-type: none"> • Ability to bulk update work orders • Automated email notifications for work assignment based on asset, work type, location and more • Automatic work order scheduling based on PdM • Audit trail and log tracking • High-level project tracking <p>Equipment/Asset Management</p> <ul style="list-style-type: none"> • Cost tracking and repair history for total cost of ownership (TCO) decision-making • Calendar/meter reading tied to PM/PdM scheduling

- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

GIS Asset Management

- Holistic view so you can effectively manage work and assets inside and outside the building
- Manage your work orders, GIS assets and maintenance activity in one place
- Leverage ESRI ArcGIS integration to manage and maintain GIS assets
- View your upcoming workload spatially to measure and plan routes
- Prioritize work using insights from your GIS data
- Connect work orders to your GIS assets
- Update work in real time on iOS and Android devices (see mobile app and version requirements)

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Asset Essentials Inventory

Asset Essentials Inventory is an inventory management solution that allows you to track your inventory & supplies through streamlined processes for part transactions, work order parts management, purchase ordering and cost analysis.

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

AE – Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

Asset Essentials – Safety

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

MaintenanceEssentialsPro

MaintenanceEssentials Pro™ is the leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Dude Platform
- Benchmark your progress
- Compare your performance to others in your region
- KPIs automatically generate into an executive PowerPoint format

Inventory Direct

Inventory Direct is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Dude Solutions applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network

then authorizes them to use the Dude Solutions products with the use of Security Tokens. When a user accesses a Dude Solutions product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Dude Solutions-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Critical Alarm Automation

Critical Alarm Automation is a building automation alarm solution that integrates with MaintenanceEssentialsPro. Automatically filter 'nuisance' alarms, generate work orders within MaintenanceEssentialsPro, and escalate critical alarms to appropriate personnel.

Productivity

- Provides intelligent filtering, reducing erroneous alarms
- Includes template to auto-fill work orders with information such as building, craft, trade, and specific equipment
- Automates work order generation in MaintenanceEssentialsPro, reducing data entry
- Colors critical alarm work orders green to help with searching and reviews
- Verifies response to alarm notifications

Communication

- Escalates critical alarms to next person in line, if not reviewed within specific timeframe
- Utilizes ASHRAE BACnet or Tridium NiagaraAX platform standards and/or standard email
- Integrates with MaintenanceEssentialsPro for efficient data exchange

Reporting & Documentation

- Tracks and documents all critical alarms within the system
- Generates customizable, detailed graphs and reports illustrating alarm history

Capital Predictor

Capital Predictor is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders decades in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Prediction Modeling: Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.

Live Data & Reporting: Improve efficiency exponentially by sharing accurate, digestible and up-to-date asset management reporting outputs — no training or software installation required.

Visualization Integrations: REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.

Comparison Reporting: Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 50 years) across treatment types, intervention points, funding levels required and more.

Energy Manager

Energy Manager is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards

Ability to broadcast select reports and/or KPIs to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management

Dude Solutions team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to the populating your bill data, the Dude Solutions team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

EventEssentials Pro

EventEssentials Pro is a cloud-based collaborative event management solution that simplifies the facility scheduling and community use process, providing your educational institution with tools to process online payments and data to benchmark progress, plus the best practices coaching necessary to guide your team to success. It includes:

- o Facility Scheduling
- o Recoup approximately \$18 per student by implementing a cost recovery program and improving coordination of support resources
- o Automate the scheduling process and eliminate scheduling conflicts, ultimately saving your staff's time and maximizing your building's efficiency
- o Community Use
- o Improve customer service by automating communication and feedback with community members using an online portal for all event requests
- o Recover \$5 per student annually and 10 minutes per event by improving efficiency and communication with external groups
- o Online Payments
- o Save valuable time and money through a new online payment system. Online payments improve collections by 10% and save \$2 per student per event.

TripDirect

Dude Solutions Trip Planning is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. The solution is accessible via connection to the internet (see Technical Requirements). Each user will be given access via Dude Solutions Single Sign-On (SSO) credentials. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- o End-user trip request submission with status updates
- o Automated routing for trip requests to approval managers
- o Print trip consent forms
- o Manage driver and vehicle scheduling
- o (Optional) score drivers by hours, overtime and tenure

- Budget Support
- o Support budgeting data
 - o Track trip-related costs, including:
 - Driver wages
 - Mileage
 - Purchase

Event Manager
 Event Manager is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

- Scheduling & Publishing**
- Master calendar with private and public calendar sites
 - Upload specific schedules, such as classes and/or athletic events, to reserve space and display
 - Customizable color, fonts and logos to match your branding
 - Event filtering by category, location and/or keywords
 - Registration and ticketing for paid or free events
 - Event promotion via email or social media with built-in designs
 - SEO-friendly with Google Analytics integration available
 - Social referral features for many of the largest social media channels

- Event Management**
- Check availability based on locations or time
 - Include setup and breakdown times
 - Customize the workflow for internal event approval process
 - Manage tasks in relation to specific events while pulling in the proper service providers
 - Online payment using our preferred providers: Stripe, PayPal and more
 - Pre-selected options for rooms/sites to be configured upon arrival of rented space
 - Create, send and track invoices
 - Establish fee packages based on organization type

- Community Use**
- Request portal for community requests to utilize your institution's facilities
 - Ability for community to search using keywords
 - Custom branding to best highlight your facilities availability for public usage

- Incident**
 Incident is a powerful, online technology incident and help desk management tool that streamlines the entire technology workflow process, from incident request to resolution. Features include:
- Manages incidents for computers, audio visual and telecomm equipment
 - Enables requesters to submit incidents and check status online
 - Features enhanced routing with programmable logic for managing and automating incident approval and assignment
 - Helps requesters identify problems at point of request through troubleshooting questionnaires
 - Features work queues to group requests by problem type and automatically route and assigning incidents
 - Enables easy import of existing inventory of IT assets
 - Tracks detailed asset information including assignment, history, configuration, related incidents and default priority
 - Includes online IT discussion board for peer problem solving and role-based public knowledge base for requester self-help
 - Integrates with EventEssentialsPro (sold separately) to enable requesters to submit technology requests for event setup
 - Integrates with MaintenanceEssentialsPro work order management system (sold separately) to provide "one stop shopping" for staff to submit either facility or IT work requests

Insight
 Dude Solutions' Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

- The Insight PAD initiates two major back-end processes: Discovery and inventory.
- o Discovery – The process of identifying devices on a network by detecting all of its

live IP addresses using ICMP/PING and Nmap Port Scans
 o Inventory – The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

SmartGov

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

- Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections
- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, query and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set

		<ul style="list-style-type: none"> • Display inspection search results and enforcement actions as a point on a map • Navigate existing cases and initiate new cases starting from a map <p>Public Portal</p> <ul style="list-style-type: none"> • Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations • Print reports and required forms • Access fee information • View daily and pending inspection schedules, as well as year-to-date metrics • View and respond to digital plan markup and comments <ul style="list-style-type: none"> o Review real-time plan check comments and inspection result <p>Online Payments</p> <ul style="list-style-type: none"> • Define fee types and rates <p>Assess fees and invoice for payment</p> <ul style="list-style-type: none"> • Receive partial or full payments and issue partial or full refunds • View transaction history • Integrate with payment processors and Financial Management Systems • Manage security and uptime to allow for payments 24/7
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Education</p> <p>Work and Asset</p> <p>Energy</p> <p>Events</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Government</p> <p>Work and Asset</p> <p>Energy</p> <p>Technology</p> <p>Capital Forecasting</p> <p>Community Development</p> <p>Events</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Enterprise resource planning (ERP) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
67	Human resource information systems (HRIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
68	Financial management systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CMMS systems, event management, energy management, capital planning
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Municipal services, inspections, and permitting management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	SmartGov community development software
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Implementation, facility condition assessments, additional training

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Technical success with the contract will be measured in the following domains:</p> <p>Information security and uptime Support responsiveness Implementation speed and quality Information security and uptime</p> <p>Dude Solutions provides 99.9% system availability which is calculated monthly and determined on a 24-hours-a-day, seven-days-a-week basis. The current status and incident history for our services is publicly posted at Dude Solutions status page - http://status.dudesolutions.com/. We consider the contract a success if we are meeting our system availability service level agreement.</p> <p>Support responsiveness</p> <p>Our internal support teams track time-to-respond metrics for all clients throughout the organization to ensure timely account management and responsiveness. Our internal team is committed to answering email questions within one hour and answering all phone calls within three rings.</p> <p>Dude Solutions also tracks customer satisfaction through the Net Promoter Score to identify opportunities for improvement throughout the organization. We characterize a successful contract as a response of a 9 or 10 on the NPS index.</p> <p>Implementation speed and quality</p> <p>Our team will track key milestones throughout the implementation process, allowing us to determine whether the client's contract is being successfully executed. We do this through the use of Basecamp, a project collaboration tool and task list that supports the management and oversight of key project deliverables.</p> <p>Dude Solutions will work with the client's Project Team to determine the best methods for tracking and acceptance for each implementation project.</p>
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	<p>We have a long history of working with organizations to integrate successfully with their products and various third-party systems. Our cloud-based SaaS solutions provide multiple out-of-the-box options to integrate with third-party systems. Our programs have the ability to store custom data for referential purposes sent from third-party systems. The data interchange/integration tools include:</p> <p>Flat file data exchange via the Connector Tool (AddOn) – The flat file interchange via the Connect Tool contain referential IDs so that they can refer back to the relationship with data elements like WOs to Assets, WOs to transactions, Assets to WOs, and more which can be leveraged to maintain data integrity and relationships.</p> <p>Real-time data interchange via AE Rest APIs (AddOn) – The REST APIs allow the client full access to transactional and reference data captured in the system. These APIs allows for data import and export, as well as means for transactional data transfer. This is more of an advanced option, and requires technical resources on the client side.</p> <p>Flat file downloads via the web application</p> <p>Dude Solutions would work with the client to enable the following integrations with existing software systems, such as:</p> <p>Purchasing Finance Accounts Payable Time Management Human Resources</p>
78	Describe your migration, customization, and upgrade processes.	<p>Data Migration</p> <p>Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Dude Solutions will help the client determine the needs for data to be migrated from any legacy system into our products. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.</p> <p>The consulting team will ask a series of questions, such as:</p> <p>What is the reason you want to migrate your data? What are your public data request requirements? What is the required retention period? What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward</p>

Are legacy systems still available to extract data from?
 Do you need to report on this data?
 Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov
 The data migration process will include the following steps:

- Define requirements
- Map data elements
- Extract data
- Transform data
- Load data
- Perform data validation with the client
- Resolve data issues
- Validate resolution
- Obtain fresh copy of data
- Add migrated data to configuration
- Validate data and system configuration
- Perform end to end testing
- Perform final data migration
- Move to Production/Training environments
- Migration sign-off
- Deliverables

- Dataset assessment and set priorities with the client
- Evaluate data quality
- Work with the client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists
- Assumptions and Constraints

The client will provide information related to:

- Data Source
- Database/Source Type (SQL Server, Access, Oracle, etc...)
- Type of Data (tabular, documents, permits, financial, etc...)
- Active data usage
- Point of Contact who know the data structure and content usage
- Provide data validation and testing resources

Customization

Dude Solutions delivers each of its products as a Commercial Off-The-Shelf (COTS), multi-tenant cloud-hosted applications that we configure to meet our clients' needs. Due to robust configuration capability and an intuitive UI, our products typically meet our client use cases out of the box. In rare cases where this isn't true, unique customization requests can be handled on a case-by-case basis.

Upgrade Processes

Dude Solutions runs a standing maintenance window each Wednesday night at midnight through which release notes are posted inside the app the day before being distributed. For any material workflow change where user action is required or a key work flow changes, users get seven days advance notice via in app notifications and emails.

Regular system maintenance is performed weekly during non-business hours (10:00 PM ET to 6:00 AM ET; Monday through Friday). Regular system maintenance can result in brief interruptions to system availability (but still maintaining the overall 99.5% 24x7 availability target).

<p>79</p>	<p>Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.</p>	<p>Dude Solutions has a documented information classification policy for protecting information that is critical to the organization and its Customers. Information must be classified according to the risks associated with its storage, processing, and transmission. Consistent use of the information classification policy facilitates efficient business activities and insures all information is appropriately safeguarded. All Customer data is classified at the CONFIDENTIAL level as a minimum.</p> <p>Data Storage</p> <p>Dude Solutions stores Customer data in commercial state-of-the-art secure data centers. These data centers undergo annual SSAE-18 type II audits and certification. Currently, the data centers are located in North Carolina (primary) and Pennsylvania (disaster recovery). Dude Solutions also uses Amazon S3 and Glacier (Eastern US) for long term archiving of data. Dude Solutions does not store Customer data outside of the United States.</p> <p>Data Encryption at Rest</p> <p>Sensitive credentialing data, such as passwords, are salted/hashed using Password Based Key Derivative Function, also known as PBKDF2. In addition to the hashing of credentialing data, all other databases are encrypted at rest in data center hardware using AES-256 encryption.</p> <p>Data Encryption in Transit</p> <p>All user communication with Dude Solutions applications is via securely encrypted TLS/SSL (TLS v1.1 minimum) communication channels (https). Dude Solutions uses the most current technology for our SSL certificates: 2048 bit key, SHA-2 signature algorithm, and industry standard CA providers. Insecure cipher keys are not used.</p> <p>Customer uploads of data -- if required -- are performed using secure FTP (SFTP) connections. IPSec VPN tunnels and TLS/SSL are used to transfer data between locations for disaster recovery and offsite backup.</p> <p>Data Segmentation</p> <p>Dude Solutions provides multi-tenant Software as a Service (SaaS) solutions. Customer data is logically segmentation based on unique Customer ID numbers. Data segmentation is enforced by constraints at both the application and the database management system level. Files attached to records in the applications are stored in separate folders on a file system.</p> <p>Data Leak Prevention</p> <p>Dude Solutions uses a third party managed security service (MSS) which provides firewall management, IDS and IPS. Dude Solutions' MSS actively monitors network traffic and takes appropriate/specified action when security events occur.</p> <p>For more information</p> <p>Please refer to the attached business continuity overview for more information about our data integrity and protection standards.</p>
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<p>80</p>	<p>Describe your strategy related to implementation, integration and use of installation partners.</p>	<p>Implementation Strategy</p> <p>Dude Solutions' implementation combines both offsite (virtual) and onsite implementation.</p> <p>The Implementation Process for Asset Essentials is composed of the following stages:</p> <p>Planning & Requirements Account Configuration User Training and Acceptance Launch</p> <p>The Planning and Requirements phase begins with an Orientation Call. The purpose of this call is to acquaint one another with key stakeholders, identify contact information, discuss objectives and milestones, and officially kick-off implementation. During this call, the Project Coordinator aligns your business objectives with an implementation plan and resources tailored to the features and functionality of the application you plan to utilize. Both Parties shall mutually agree on the appropriate milestones to be set forth in the implementation plan prior to initiating the regularly scheduled requirements meetings. During the ongoing meeting, Dude Solutions shall be responsible for guiding and consulting with the Client's Project Team to discuss, gather and document the business requirements in our Production Requirements Document (PRD). Dude Solutions shall complete and submit this to the Client for its review and approval.</p> <p>The Account Configuration phase shall commence upon receipt from Client of final written approval of the PRD, all required deliverables and templates necessary for Dude Solutions to complete the configuration and customization of the Dude Solutions application. During the Account Configuration Phase, Dude Solutions may require Client to review and approve specific, smaller components of the overall implementation in order to configure and customize a subsequent component.</p> <p>During the User Training and Acceptance phase Client will have the ability to conduct test cases as determined by Client in consultation with Dude Solutions to determine whether the product performs in accordance with the application's documentation, the Agreement, and the specifications for Client's documented business requirements. During the Acceptance Period, Client will conduct Acceptance tests in accordance with the Test Cases, and will report any defects discovered in Client's testing, in accordance with the process for reporting that shall be agreed upon by the Parties during the Requirements Phase.</p> <p>The Launch phase shall commence upon written Acceptance of the implementation provided by Client to Dude Solutions.</p> <p>A multi-phased implementation would require an interactive approach for multiple user groups across project sites. These phases would be repeated, as needed, based on the client's requirements.</p> <p>Integration</p> <p>Dude Solutions manages some direct connections through our Connector tool, which will be scoped during the proposal phase for each client.</p> <p>With regards to other API integrations that fall outside of this traditional scope: Client will be responsible for all data integration points. Dude Solutions Inc.'s will provide API documentation. However, resources to manage integrations with third party software will be the responsibility of the client. Dude Solutions Inc. has decided not to have specific integrations with other solutions in order provide our clients the freedom to leverage our data in any system, provided there is capability, instead of a select few.</p> <p>Installation Partners</p> <p>Dude Solutions does not use installation partners.</p>
<p>81</p>	<p>Identify any mobile applications available for your offered solutions, if applicable.</p>	<p>Dude Solutions offers dedicated mobile applications for two of our systems: SmartGov and Asset Essentials.</p> <p>All other products are accessible through web browsers on any internet-ready device.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Dude Solutions Financial Disclosure Form - 7.8.20.pdf - Wednesday September 02, 2020 09:36:40
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - Clearlake Capital Group - Minority Ownership Certificate (12.1.2019).pdf - Tuesday September 01, 2020 12:14:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Price Book.pdf - Tuesday September 01, 2020 11:27:40
 - [Additional Document](#) - Sourcewell data sheets.pdf - Wednesday September 02, 2020 08:58:08

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kathryn Bennett, Proposal Manager, Dude Solutions, INC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 090320-SDI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Brightly Software, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
By: Dan Grandini
Dan Grandini, President

Date: 3/10/2022 | 8:33 AM CST

Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:
By: Chad Couette
Chad Couette, Executive Director/CEO

Date: 3/10/2022 | 8:34 AM CST

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. In the electronic service or Offering, Subscriber will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) **Company Cloud Service.** Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for Subscriber's internal business purposes during the Subscription Term solely in accordance with this Agreement.

(b) **Subscriber-Hosted Software.** Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

- (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
- (ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
- (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during the applicable Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.

(b) **Account Setup.** To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement. Subscriber acknowledges that Account Users that submit declarations, notifications or orders to Company are acting on Subscriber's behalf.

(c) **Subscriber Responsibilities.** Subscriber agrees that it shall use the Offering(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Subscriber Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with any applicable Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscriber's systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services.

(d) **Usage Restrictions.** Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of

scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Cloud Service for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) **Additional Guidelines.** Company reserves the right to establish, modify, discontinue or substitute its Cloud Service offerings, general practices and limits concerning use of the Cloud Service from time to time. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Use of Messaging Services.** Subscriber may use Cloud Service to send emails and messages to users and third parties. Subscriber is solely responsible for any such message and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside Company's control, and there is no warranty that messages will reach their intended destination in a given timeframe. .

(g) **Previews, No-Charge Offerings.** From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as "Previews". Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) All Cloud Service, non-public Documentation and Company Content are trade secrets of Company and its licensors. Company or its licensors retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Company Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement. Company reserves all rights in the Offerings and Brightly IP not expressly granted in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Subscriber Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Subscriber Content to fulfill its obligations under this Agreement. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third Party Licensor"), which licenses Company the right to sublicense the use of the Third Party Tool solely as part of the Cloud Services. Third Party Tools shall be specified in any applicable Documentation, Offering or statement of work. In the event of a conflict between the Third Party terms and conditions and this Agreement, the Third Party terms and conditions control with regard to the relevant Third Party Tool. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third Party Licensor retains all right, title, and interest to its applicable Third Party Tool and all documentation related to such Third Party Tool. All confidential or proprietary information of each Third Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably

satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under

this Section 4.4, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Company for: 1) any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder, and 2) any Taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Subscriber is located as per the Order. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 Subscription Term. This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 Termination. Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Offering automatically terminates. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller

purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) Indemnity by Company. Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, proprietary business information as provided under applicable state law and any information marked by a party as exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products,

software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, security audits, penetration tests, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargoes (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Offerings to Russia or Belarus.

8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 Information. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 Export Control Indemnification. To the extent permitted by law, Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently

enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed or otherwise transferred (by operation of law or otherwise) by Subscriber without the prior written consent of Company. Any attempted assignment in violation of this Section will be void.

9.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay, default, or failure to perform any obligations under this Agreement due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

9.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

- (a) In the **United States and all other domiciles not otherwise mentioned**, the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case the applicable law will be the state law where it is domiciled and any dispute will be subject to the jurisdiction of the applicable courts where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.
- (b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.
- (c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.
- (d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company's rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement, including any applicable Order, constitutes the full and complete agreement between Subscriber and Company with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in an Order or otherwise executed in writing by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purposes by Company. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to any order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 USA Government Subscribers. The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial Computer Software" and "Computer Software Documentation" as defined 48 C.F.R. §. 2.101 and 48 C.F.R. §. 252.227-7014(a)(1) and (a)(5), as applicable. Pursuant to 48 C.F.R. §. 12.212, and 48 C.F.R. §. 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Company Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.
- 10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).
- 10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.
- 10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.
- 10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.
- 10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.
- 10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.
- 10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, and Brightly Software Limited, together with their affiliates, successors and assigns.
- 10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.
- 10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.
- 10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).
- 10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.
- 10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.
- 10.16 "Subscriber-Hosted Software" means Company's suite of software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.
- 10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.
- 10.18 "Third Party" means a party other than Subscriber or Company.
- 10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.



RFP #090320
REQUEST FOR PROPOSALS
for
Public Sector and Education Administration Software
Solutions with Related Services

Proposal Due Date: September 3, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Sector and Education Administration Software Solutions with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 16, 2020
Pre-proposal Conference:	August 5, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	August 19, 2020 4:30 p.m., Central Time
Proposal Due Date:	September 3, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 3, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Sector and Education Administration Software Solutions with Related Services, of the following types:
 - a. Enterprise resource planning (ERP) solutions;
 - b. Human resource information systems (HRIS);

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Public Sector and Education Administration Software Solutions with Related Services
Page 3

- c. Financial management systems;
 - d. Enterprise content management (ECM) solutions;
 - e. Student information systems (SIS);
 - f. Facility management software (FMS);
 - g. Court, corrections, law enforcement, or justice system software solutions;
 - h. Municipal services, inspections, and permitting management solutions;
 - i. Equipment and accessories related to the offering of systems or solutions described in subsections 1.a. – 1.h. above, including hardware, peripherals, and accessories; and,
 - j. Services related to the offering of systems or solutions described in subsections 1.a. – 1.i. above, including hosting, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support.
2. The primary focus of this solicitation is on Public Sector and Education Administration Software Solutions with Related Services. This solicitation should NOT be construed to include:
- a. Fee payment-only solutions; or,
 - b. Implementation-only services.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Fleet Management and Related Technology Solutions (RFP #022217)
 - b. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (RFP #031517)
 - c. Technology Catalog Solutions (RFP #081419)
 - d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720)
 - e. Fee Management and Online Payment Portal Software Solutions (RFP #042020)

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the

“MY BIDS” section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer’s Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible

when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



7/17/2020

Addendum No. 1

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What type of software solutions is Sourcewell looking for as part of this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/17/2020, is required at the time of proposal submittal.



7/23/2020

Addendum No. 2

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell accept proposals responding to just one of the Section II. B. 1. requirement areas?

Answer 1:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 2:

Is Sourcewell looking for a single platform that can manage and administer all the software types sought within the RFP?

Answer 2:

Refer to Answer 1 above.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/23/2020, is required at the time of proposal submittal.



7/30/2020

Addendum No. 3

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a vendor propose software solutions that are not specifically identified in the Requested Equipment, Products, and Services Section of the RFP?

Answer 1:

Each proposer, in its discretion, will propose the products and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

If an awarded Vendor sells to a Participating Entity at a price that is lower than Vendor's Sourcewell contract price, must the Vendor retroactively lower the cost for all other Participating Entities?

Answer 2:

Refer to RFP Section III. A., related to pricing requirements, for directions applicable to contract pricing alternatives. An awarded Vendor may sell to a Participating Entity at a price lower than the contract price, but may not exceed the contract ceiling price. For additional guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract available on the Sourcewell Procurement Portal.

Question 3:

Is Sourcewell willing to sign a non-disclosure agreement before the Proposer provides the requested financial information?

Answer 3:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a Proposer.

Question 4:

Will a price form be provided by Sourcewell?

Answer 4:

No, a price form will not be provided. Proposers will use their own discretion to propose the pricing in a format that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Line 21 requests "Supply reference information from three customers who are eligible to be Sourcewell participating entities." Please clarify.

Answer 5:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from "three customers who are eligible to be Sourcewell participating entities."

Question 6:

Are discounts required when submitting the cost proposal?

Answer 6:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 7/30/2020, is required at the time of proposal submittal.



8/6/2020

Addendum No. 4

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a platform is designed and built to satisfy US requirements, but may not be compliant with Canadian standards, will that fact negatively impact our evaluation?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. The Proposal will then be evaluated based on the criteria stated in the RFP.

Question 2:

As a private company, we are unable to disclose confidential financial information to the public. In lieu of providing financial statements, would Sourcewell accept an auditor's letter attesting to the financial stability of our company?

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/6/2020, is required at the time of proposal submittal.



8/10/2020

Addendum No. 5

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many government agencies are participating entities of Sourcewell?

Answer 1:

The number of Sourcewell participating entities is not static. Sourcewell maintains a link to a participating entity list on the "Sourcewell for Vendors" page of the Sourcewell website, with a separate worksheet for both the US and Canada [<https://www.sourcewell-mn.gov/sourcewell-forvendors>]. The list is updated weekly.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/10/2020, is required at the time of proposal submittal.



8/17/2020

Addendum No. 6

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a proposer include subcontractors or partners to enhance service offerings or solutions?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can a proposer submit as both contractor and subcontractor for this RFP?

Answer 2:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

Question 3:

Will consideration be given to include K-12 nutritional software analysis and menu planning platforms?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

If a vendor proposes multiple products will Sourcewell accept all or none or is there a possibility of selecting certain products offered?

Answer 4:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Refer to RFP Section VI. B. Awards "Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP..." The proposal must be complete. A conditional or incomplete proposal will be rejected. Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/17/2020, is required at the time of proposal submittal.



8/20/2020

Addendum No. 7

Solicitation Number: RFP 090320

Solicitation Name: Public Sector and Education Administration Software Solutions with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you provide a breakdown of the anticipated annual contract volume? What percentage is from Minnesota, Canada, or other? How much is from education, municipal and courts?

Answer 1:

The estimated value of all resultant contracts provided in Section II. E. of the RFP is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by vertical.

Question 2:

Please clarify that if we are selected as a Sourcewell awarded supplier, and a participating entity decides to use a formal RFP, not leveraging the Sourcewell contract, do we still have to pay fees to Sourcewell?

Answer 2:

No, administrative fees are applicable and payable only on sales resulting from a contract awarded under this RFP.

Question 3:

Please clarify that if we are already doing business with a Sourcewell participating entity, do we have to pay fees for future sales that do not leverage the Sourcewell contract or are fees only applicable on sales that leverage the contract?

Answer 3:

Administrative fees are applicable and payable only on sales resulting from a contract awarded under this RFP.

Question 4:

If a Sourcewell participating entity leverages the contract, and a sale occurs, are fees only applicable on the initial top-line revenue or also on the recurring revenue (i.e. annual maintenance and support of software licensing)?

Answer 4:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 5:

Please clarify that solutions, such as customer information and billing solutions for cooperative and municipal utilities, will be considered as part of this RFP.

Answer 5:

Each proposer, in its discretion, will propose the products and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in Section II. of the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 6:

Is the RFP going to be awarded to a single provider or multiple proposers?

Answer 6:

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its participating entities. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell participating entities. The factors used by Sourcewell in the award determination are set forth in the RFP.

Question 7:

Will Sourcewell recommend the awardee to their participating entities?

Answer 7:

Awarded suppliers will work with their Supplier Development Administrator to best market the contract post-award.

Question 8:

Will we be able to present our services to encourage proper categorization?

Answer 8:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Sourcewell does not intend to allow proposer presentations at this time.

Question 9:

Would you be open to suppliers outside the United States?

Answer 9:

Sourcewell cooperative contracts are intended for use by participating entities across the United States and Canada. Sourcewell does not restrict the ability of interested proposers outside of the United States to submit a proposal in response to this RFP. However, any proposer identified for a potential award must be able to comply with Section 21 - Compliance, of the contract template provided with this RFP.

Question 10:

Does Sourcewell have a desired launch date, preference towards either open-source or a proprietary web platform? What is the size of your website, how many URLs and documents? Do you require on-site or cloud-based hosting services?

Answer 10:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 090320 posted to the Sourcewell Procurement Portal on 8/20/2020, is required at the time of proposal submittal.



Proposal Opening Record

Date of opening: September 3, 2020

Sourcewell posted Request for Proposal #090320, for the procurement of Public Sector and Education Administration Software Solutions with Related Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, July 16, 2020, and the solicitation remained in an open status within the portal until September 3, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 3, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #090320 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

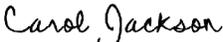
- 5 POINT SOLUTIONS, LLC – received 9/02/20 at 4:42:39 PM
- ALPHA Facilities Solutions, LLC – received 9/03/20 at 4:00:35 PM
- BS&A Software – received 9/03/20 at 1:20:31 PM
- Building Systems Design, Inc. – received 9/02/20 at 9:56:52 AM
- CrisisGo – received 9/03/20 at 9:34:01 AM
- Dude Solutions – received 9/03/20 at 10:10:22 AM
- EDU Specialist – received 9/02/20 at 10:40:43 PM
- Emergent Energy Solutions, LLC – received 9/02/20 at 9:55:27 PM
- eSolutionsGroup Limited – received 9/03/20 at 2:07:05 PM
- Fidelity Information Services - received 9/03/20 at 4:02:16 PM
- FuelCloud OPCO - received 9/03/20 at 3:54:04 PM
- General Code CMS, LLC - received 9/03/20 at 9:36:38 AM
- Hoover Blanket, Inc. - received 9/03/20 at 10:02:08 AM
- Hyland Software, Inc. - received 9/03/20 at 11:41:50 AM
- ImageSoft, Inc. - received 9/02/20 at 12:30:55 PM
- Information First, Inc. - received 9/03/20 at 10:08:11 AM
- InSite Information Systems Corp. - received 9/01/20 at 12:01:44 PM
- Konica Minolta Business Solutions U.S.A., Inc. - received 9/03/20 at 9:56:25 AM
- Minokaw Technologies, VAR Services, LLC - received 9/03/20 at 3:15:37 PM
- N Harris Computer Corporation - received 9/03/20 at 3:51:43 PM

Off Duty Management - received 9/03/20 at 2:26:13 PM
Online School Management Systems - received 9/03/20 at 3:44:34 PM
OPEN DIGITAL EDUCATION - received 9/03/20 at 2:57:41 PM
OpenGov, Inc. - received 9/03/20 at 2:09:06 PM
Phoenix Business, Inc. - received 9/03/20 at 9:08:07 AM
Pioneer Technology Group, LLC - received 9/03/20 at 3:46:01 PM
PowerSchool Group, LLC - received 9/02/20 at 9:49:12 PM
Roadway Asset Services, LLC - received 9/02/20 at 5:44:08 PM
Slate Solutions, Inc. - received 9/02/20 at 10:42:37 PM
SmartCOP, Inc. - received 9/03/20 at 2:19:47 PM
Spruce Technology - received 9/02/20 at 11:42:06 AM
Straightforward, LLC - received 9/03/20 at 3:59:45 PM
The Business and Technology Resource Group - received 9/03/20 at 2:16:07 PM
Tyler Technologies - received 9/03/20 at 4:18:31 PM
Unit4 Business Software - received 9/03/20 at 3:41:15 PM
Vertosoft - received 9/03/20 at 10:36:42 AM
WEX Bank - received 9/03/20 at 4:05:34 PM
Workday, Inc. - received 9/03/20 at 1:30:23 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on September 3, 2020, at 4:31:18 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

6830543C58384D1...
Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:

6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst



PREPARED FOR

City Of San Fernando ("Subscriber")
110 N Maclay Ave Unit 103
San Fernando, CA 91340

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 24, 2024



Q-401458

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	7/1/2024	6/30/2025	100,000.00 Sq. Ft.	7,644.83 USD
- Facilities/Physical Plant Module	7/1/2024	6/30/2025		Included
- Asset Essentials Inventory	7/1/2024	6/30/2025		Included
- AE Safety	7/1/2024	6/30/2025		Included
- Dude Analytics	7/1/2024	6/30/2025		Included
- GIS Asset Management	7/1/2024	6/30/2025		Included
4.0 Month(s) included at no additional cost on the first term			07/01/2024 - 10/31/2024	-2,576.20 USD
			Subtotal:	5,068.63 USD



Professional Services		
Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	100,000.00 Sq. Ft.	7,214.87 USD
PM Schedule Creation	100,000.00 Sq. Ft.	1,591.00 USD
Equipment Barcode Tagging	100,000.00 Sq. Ft.	1,591.00 USD
Facility Condition Assessment	100,000.00 Sq. Ft.	11,756.00 USD
		Subtotal: 22,152.87 USD
Total Initial Investment		27,221.50 USD



Asset Essentials Implementation with Consulting

GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete.
 - Discovery call complete
 - Data, configuration, and training requirements documented.
- Available Data Loaded
 - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
 - GIS features have been setup and configured to meet documented configuration requirements.



- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
 - Administrator and Full User roles have been received training on their role.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated projected completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal GIS configuration to meet objectives and drive KPIs



- Document data, configuration, and training requirements
- Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available GIS data
- Account configuration by Consultant
 - Work Order creation from Map
 - Citizen Portal
 - Mobile Profiles
 - Configure GIS Map settings
 - Configure GIS Layer configuration
 - Asset syncing
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:



Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support



- 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date



- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:



At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:



1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
 2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
 2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above \$2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility



1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this



location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.

- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:



- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- First Cloud Services invoice to be sent on or around .
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.



Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-401458 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-401458

March 19, 2024, 2:34:39 PM

Accepted by:

Printed Name

Signed Name

Title

Date

Brightly Software #090320-SDI

Pricing for contract #090320-SDI offers Sourcewell participating agencies the following discounts:

- Software: 21% discount from list price
- QuickStart: 6% discount from list price
- Vendor Services: 3% discount from list price
- DSI Services: 5% discount from list price

2024 Promotional Pricing To help our clients manage the transition from older Brightly products (renewal and legacy tabs in price book) to more robust go-forward products, we may offer promotional pricing that discounts pricing for software in earlier years of contracts. This will allow clients the time to budget for subscriptions that may be higher in cost than their current subscriptions they are replacing.

Clients purchasing new software products from Brightly may be eligible for up to an additional 35% off their first services term.

Clients may be eligible for additional discounts on one-time and managed services related to a subscriber's new or existing products.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: July 1, 2024

Subject: A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Review and discuss the Fiscal Year (FY) 2024-2025 Proposed Budget; and
- c. Pending public testimony, adopt Resolution No. 8318 (Attachment "A") approving the Fiscal Year 2024-2025 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

OR

- d. Continue the Public Hearing to a date certain by or before July 20, 2024; and
- e. Approve Continuing Budget Resolution No. 8319 (Attachment "D"), which continues the Fiscal Year 2023-2024 Budget pending final approval of the Fiscal Year 2024-2025 Budget by or before July 20, 2024.

BACKGROUND:

- 1. On February 13, 2024, the City Council held a Special Study Session to review the 2022-2026 Strategic Goals and discuss Fiscal Year 2024-2025 City Council Priorities.
- 2. On March 18, 2024, the City Council received a presentation of the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2023, FY 2023-2024 Mid-Year Budget update, and FY 2024-2025 Budget Outlook. This marked the kick-off of the Fiscal Year 2024-2025 Budget Season.

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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3. On March 25, 2024, the Director of Finance hosted the biannual Local Transaction Tax Town Hall for the community to receive important information on the City transaction tax proceeds, provide a forum to ask questions to staff and provide feedback and receive information regarding the FY 2024-2025 Budget Calendar.
4. During April 2024, the City Manager and Director of Finance met with each Department to develop the FY 2024-2025 City Manager's Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
5. The Director of Finance presented the FY 2024-2025 Budget Calendar to the Transportation and Public Safety Commission (April 4th), Planning and Preservation Commission (April 8th), Parks, Wellness, and Recreation Commission (April 11th), Education Commission (April 30th), and the Community Academy (May 7th).
6. On May 6, 2024, the Fiscal Year 2024-2025 Proposed Budget was posted to the City's website ([SFCITY.ORG/Finance/#Financial-Documents](https://www.sfcity.org/Finance/#Financial-Documents)).
7. On May 8, 2024, an in-person and virtual (YouTube and Zoom) Proposed Budget Town Hall Meeting was held.
8. On May 13, 2024, Budget Study Session No. 1 was held with presentations from the City Manager's Office, City Clerk, Administrative Services (restructured Finance Department to include Human Resource), Community Development, and Recreation & Community Services Departments.
9. On May 20, 2024, Budget Study Session No. 2 was held with a presentation from the Police Department.
10. On May 28, 2024, Budget Study Session No. 3 was held with a presentation from the Public Works Department.
11. On June 3, 2024, Budget Study Session No. 4 was held for the City Council to review prior budget study enhancement requests, discuss additional enhancements, and provide related direction to staff for items to include in the final budget.

ANALYSIS:

Budget Overview.

The theme of the FY 2024-2025 City Manager's Proposed Budget is to *"Return to the Essentials: Prioritizing Core Values and Enhancing Quality."* The focus of the recommendations provided in the Proposed Budget is to begin the process of setting the vision for redefining the "San Fernando Way," by creating a universal shared set of organizational values and developing staff to meet

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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enhanced service expectations. The old “San Fernando Way” meant doing more with less as staff only had the time and resources to be reactive by applying temporary Band-Aids before moving on to the next fire. The new “San Fernando Way” means that we do things the right way, take pride in our work, and provide the best customer experience for our community. It is through the lens of transitioning from a reactive organization to a proactive organization that the work plans and budget requests in this Proposed Budget are put forward.

City Council Special Study Session

During the City Council Special Study Session in February 2024, City Council identified the following items as top concerns that are reported by community members: 1) Parking, 2) Homelessness, 3) Trash/Beautification, 4) Speeding/Rolling Stops, and 5) Graffiti.

To address these concerns, the following resources and work plan items were included in the Proposed Budget:

1) Parking:

- a. \$100,000 included in the FY 2023-2024 Adopted Budget to secure a consultant to develop and implement a Residential Parking Permit Program. The Request for Proposal is currently being advertised and expected to be presented to City Council for award in August 2024.
- b. \$30,000 recommended in the FY 2024-2025 Proposed Budget to purchase four (4) handheld ticket writing devices to increase ability to write tickets.
- c. \$50,000 recommended in the FY 2024-2025 Proposed Budget to replace worn and unsightly signage. Among the signage inventory designated for replacement includes parking restriction and traffic signage.
- d. An additional \$60,000 is under consideration by City Council to upgrade one part-time Parking Enforcement Officer to full-time, which will provide another 1,100 hours per year (approx. 22 hours per week) of additional parking enforcement.

2) Homelessness:

- a. \$129,837 is included in the FY 2024-2025 Proposed Budget through the Low/Moderate Income Housing Fund (\$75,000 – Fund 094) and Measure H Fund (\$54,837 – Fund 028) to continue funding Homeless Outreach Services.
- b. \$757,583 included in the FY 2023-2024 Budget for Mental Health and Wellness Grant, a portion of which will be used to purchase a van for street outreach and additional mental health services for individuals experiencing homelessness.

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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- c. Community Development Department FY 2024-2025 Proposed Work Plan includes updating the City's Zoning Code to comply with State housing and density bonus laws to facilitate affordable housing.
- 3) Trash (City parking lots, trash enclosures, bulky items):
 - a. \$87,600 is included in the FY 2024-2025 Proposed Budget to continue 7-day per week sweeping of the public parking lots, alleys and trash enclosures in the Downtown Mall area as well as additional sweeping in the Maclay commercial corridor (First Street to Fourth Street). \$45,000 of the total funding is through Measure W (Fund 023) and \$42,600 is through the Parking & Maintenance Operations Fund (Fund 029).
 - b. \$100,000 is included in the FY 2023-2024 Budget and FY 2024-2025 Work Plan through Measure W (Fund 023) to complete the design and construction of green, fully enclosed city-owned trash enclosures in the alleys parallel to San Fernando Road.
 - 4) Speeding/Rolling Stops:
 - a. All of the items list under "Parking" are also applicable to addressing speeding/rolling stops.
 - b. An additional \$100,000 is under consideration to use Air Quality Management District (AQMD – Fund 016) funding to purchase a zero emission police vehicle for a special traffic enforcement detail. Sufficient information was not available prior to finalization of the FY 2024-2025 Proposed Budget to include in the City Manager's recommendations; however, this will be included in a fleet analysis and recommendations anticipated to be presented by the Public Works Department in August. NOTE: The fleet analysis will not impact the General Fund.
 - 5) Graffiti:
 - a. \$40,000 is included in the FY 2024-2025 Proposed Budget to convert two (2) part-time Maintenance Helpers to one (1) full-time Maintenance Worker to operate the graffiti program. The part-time positions have been vacant for more than a year, which has pulled other full-time Public Works Maintenance Workers away from their regular duties to address graffiti. Converting the vacant part-time positions to a full-time position will result in a dedicated 2,000 hours per year (40 hours per week) to address graffiti.

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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Just under \$3.0 million in enhancement requests were submitted by Departments, with a total of \$925,220 recommended in the Proposed Budget (\$424,320 in one-time and \$500,900 in on-going enhancements) (Attachment “B”) with an emphasis placed on the top priorities identified during the City Council Special Study Session.

Discussion regarding use of the surplus was captured throughout the Budget Study Sessions, as recapped in Attachment “B”, with final enhancements totaling \$1.2 million. Additional adjustment recommendations of note since the June 3, 2024 City Council Meeting include:

- *New Position – Senior Planner/Planning Manager:* The Proposed Budget included a recommendation for a new Deputy Director of Community Development/Planning Manager. This role is intended to ensure timely project processing and managing large-scale community planning efforts, including but not limited to General Plan, Specific Plan, Environmental Justice, Zoning Code, and Housing Element Updates. Additionally, this position was also recommended to be a management position in the Community Development Department to support enhanced day-to-day oversight, which is the only Department that lacks supervisorial support and succession planning.

During the June 3rd Budget Study Session, there was discussion of amending the amount from \$211,400 (salary and benefits) to \$185,000 in conjunction with downgrading the title from Deputy Director of Community Development/Planning Manager to Senior Planner. Staff is requesting latitude to amend the title to Planning Manager based on market research for recruitment purposes while still operating within the supported budget total of \$185,000. If approved, staff will need to develop and present a new job specification to City Council for approval prior to recruiting for the position.

- *Capital Purchase – Backhoe Trailer:* City Council supported the purchase of a backhoe trailer at a cost of \$210,000 to support Public Works street maintenance efforts. Following additional fleet usage analysis of this heavy-duty equipment and its intent for Sewer projects, it is recommended that the cost be evenly shared between the General Fund and Sewer Fund. Sufficient fund balance is available from the Sewer Fund to support this recommendation.
- *Ongoing Program – Continued Language Translation Services:* The Fiscal Year 2023-2024 Adopted Budget included a one-time enhancement request for Language Translation Services in the amount of \$64,000; with the goal of piloting Spanish language interpretation and translation of agendas at City Council and City Commission meetings for up to six months, concluding with an evaluation of the effectiveness of such services.

On January 16, 2024, City Council approved extending the program an additional six months with a reduced scope for Commission meetings. The recommended budget adjustments include \$35,000 to continue translation services through Fiscal Year 2024-

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2025 and as an ongoing enhancement. Staff will return to City Council by August 2024 with additional program updates as well as a recommendation for consideration for award of contract for continued translation services.

- *Account Update – Fee Waivers:* Annually, City Councilmembers are allotted \$2,500 each in discretionary fee waiver authority to apply to community groups that have requested fee waivers to utilize City facilities. This budget adjustment is recommended to assist with better accounting and monitoring of waivers.
- *Labor Distribution Update – Housing Coordinator:* The City is projecting approximately \$55,000 in Measure H (Transaction and Use Tax to Prevent and Combat Los Angeles County Homelessness) funding for FY 2024-2025. To support homeless outreach and initiatives, a portion of the City’s Housing Coordinator position (salary & benefits) is recommended to be funded from this Special Revenue Fund.
- *Fund Transfer – Self-Insurance Fund:* The City is a member of the Independent Cities Risk Management Authority (ICRMA), which administers programs for the pooling of self-insured losses and excess insurance coverage. ICRMA’s Fiscal Year 2024-2025 budget was presented at its June 20, 2024 Board Meeting, which included additional costs exceeding original Proposed Budget estimates. The adjustments incorporate associated premium costs increases. Staff will return during the Mid-Year Budget process (February/March), as done in previous years, to report on claims based on year-to-date actuals and recommend budgets adjustments if needed.

With the proposed changes and recommended adjustments, the General Fund will have a budget surplus (i.e., total revenues exceed total expenditures) of approximately \$9,516.

Work Plan Discussions.

The budget process provides Department Heads with an opportunity to discuss departmental work programs, propose changes in services, and recommend revisions in organizational structure and work methods. Through the FY 2024-2025 Budget Study Sessions, the City Council was able to provide significant feedback regarding proposed departmental objectives. Staff tracked City Council comments and feedback along with accompanying responses, which have been summarized in Attachment “C”.

To ensure clarity and consensus on final FY 2024-2025 Work Plans, staff recommends City Council review and provide direction on the following:

- *San Fernando Valley Mile (SFVM) & Day of Dead (DOD) Event:* Staff is requesting City Council direction regarding the separation of these events. Due to planning consideration, there is not sufficient time to separate these two events in 2024, however, staff is requesting authorization to separate the events in 2025. Nominal savings would be achieved if the events are separated.

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Details regarding the history of the event are further outlined in Attachment "C".

American Rescue Plan Act (ARPA) Spending Plan.

The City has received a total of \$5,818,339 American Rescue Plan Act (ARPA) funds. Per ARPA Guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026. During the Budget Study Sessions, City Council directed staff to update the ARPA Expenditure Plan as follows:

ITEM	STATUS	PROJECT/PROGRAM	APPROVED
1	Complete	Annual Street Repavement - Phase II	1,007,232
2	Complete	COVID-19 Relief/Response Reimbursement	205,940
3	Complete	Layne Park Revitalization Project	200,341
4	Complete	Council Chambers/AV Upgrade	24,981
5	In Progress	Upper Reservoir Project	850,000
6	In Progress	Homeless Outreach Services	300,000
7	In Progress	Pioneer Park Project	254,961
8	In Progress	Downtown Master Plan	250,000
9	In Progress	Annual Street Repavement - Phase III	250,000
10	In Progress	Technology Improvements	179,845
11	In Progress	Las Palmas & Recreation Parks Generator Project	150,000
12	In Progress	City Mobile App - Virtual San Fernando	148,200
13	In Progress	Feasibility Study - New City Park Space	50,000
14	Planning Stage	Sidewalk Repairs	1,071,839
15	Planning Stage	First Time Homebuyer Support & Rehab Loan Revolving Fund	100,000
16	Planning Stage	Las Palmas HVAC Project	400,000
17	Planning Stage	Citywide Curb Repainting	200,000
18	Planning Stage	City Hall Beautification	100,000
19	Planning Stage	Las Palmas Server Room Transition	50,000
20	Planning Stage	Wi-Fi at Las Palmas & Recreation Parks w/Computer Rooms	25,000
Total			\$ 5,818,339

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Regarding Item 17 – Citywide Curb Repainting, estimates to-date appear less than the approved appropriation. Staff is requesting additional latitude for any remaining funds to be used towards additional Citywide beautification initiatives including filling vacant tree wells, replace street and wayfinding signs, repair irrigation, and tree stump removal.

Staff will continue to return to City Council periodically with additional updates to ensure that all ARPA funds are contracted by the December 31, 2024 deadline.

Capital Improvements.

The FY 2024-2025 Proposed Budget includes funding for a number of critical capital improvements to address the backlog of deferred maintenance, including \$1.2 million for Phase 4 of the Citywide slurry seal project, \$7.7 million for water improvements, \$15.8 million for transportation and traffic safety improvements, and \$1.5 million for sewer system improvements. Funding for these capital improvements is provided primarily through Special Revenue Funds, Capital Grant Funds and Enterprise Funds.

More detailed information regarding the FY 2024-2025 Proposed Capital Improvement Program may be found in Section VI. “Capital Improvement Projects” of the proposed budget document.

Budget Adoption Resolution.

The Budget Resolution (Attachment “A”) authorizes staff to execute routine budget-related items without requiring additional City Council action, including the authority to:

- Update the Department work programs based on direction received from City Council at the Budget Study Session.
- Carry over and re-budget unspent Community Investments Funds from prior years.
- Carry over and re-budget encumbered operational accounts and unexpended account balances for Capital Improvement Projects from FY 2023-2024 to FY 2024-2025 with the approval of the City Manager.
- Transfer appropriations within departmental budgets (e.g., from one division to another within the same department) with the approval of the City Manager, provided it does not result in a net increase to the department’s total appropriation.
- Increase revenue and expenditure appropriations provided the adjustment to revenues equals or exceeds the adjustment to expenditures. These types of adjustments typically occur during the year for items such as grants, services that are fully reimbursed by applicants, and tax audits that are conducted on a contingency basis.

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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- Open Blanket Purchase Orders for the purchase of routine goods and services provided the cost does not exceed the budget adopted by City Council.

The Budget Resolution has been amended from prior years, with the exclusion of authority of the City Manager or his/her designee to increase revenues and appropriations for all grant funded programs and projects. In line with current practice and to maintain consistency, all grant funded programs will be presented to City Council for authorization going forward.

Continuing Funding Resolution.

Pursuant to Section 8-648 of the San Fernando City Code (SFCC), the City Council shall adopt a budget for the upcoming fiscal year by July 20th; however, the City's fiscal year ended on June 30th (SFCC Sec. 2-646) and all appropriations expired at the end of the fiscal year (SFCC Sec. 2-649). Consequently, in the event budget discussions are continued, City Council must adopt a resolution approving funding operations until the final budget is adopted.

In order to ensure City Council has sufficient time to discuss the Proposed Budget, a Resolution to continue to fund operations pending final approval of the Fiscal Year 2024-2025 (Continuing Funding Resolution), which is included as Attachment "D". Should the City Council decide to hold additional budget discussions, the Public Hearing must be continued to a certain date and the Continuing Funding Resolution must be adopted to fund operations through the final adoption of a Fiscal Year 2024-2025 budget by or before July 20, 2024.

BUDGET IMPACT:

The total Proposed Budget for all funds is approximately \$54.8 million. In accordance with the City's Budget Policy, the FY 2024-2025 Proposed General Fund Budget represents a balanced budget, with General Fund revenues of \$28,055,808 and expenditures of \$28,046,292 for a remaining surplus of \$9,516.

CONCLUSION:

It is recommended that the City Council conduct a public hearing, review the FY 2024-2025 Proposed Budget and allocate the resources required to move the 2022-2026 Strategic Goals and Council Priorities forward in the upcoming fiscal year, and pending public testimony, adopt Resolution No. 8318, as amended by the City Council in its motion to approve the resolution, if applicable.

A Continued Public Hearing to Consider Adoption of a Resolution Approving the Fiscal Year 2024-2025 City Budget

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Should the City Council decide to hold additional budget discussions, the Public Hearing must be continued to a certain date and the Continuing Funding Resolution (Resolution No. 8319) must be adopted to fund operations through the final adoption of a Fiscal Year 2024-2025 budget by or before July 20, 2024.

ATTACHMENTS:

- A. Resolution No. 8318 – Fiscal Year 2024-2025 Budget, including:
 - Exhibit 1: Adjustments to the Proposed Budget
 - Exhibit 2: Summary of Revenues by Fund
 - Exhibit 3: Summary of Appropriations by Fund – By Type
 - Exhibit 4: Summary of General Fund Revenues by Type
 - Exhibit 5: Summary of General Fund Appropriations by Division – By Type
 - Exhibit 6: Capital Improvement Program
 - Exhibit 7: Summary of Blanket Purchase Orders
- B. Fiscal Year 2024-2025 Proposed Budget – Enhancement Request Summary
- C. Budget Study Sessions – City Council Meeting Recap
 - Exhibit 1: Responses to City Council Meeting Recap (May 20th Budget Study Session)
 - Exhibit 2: Public Works – Drainage/Flooding Hot Spots
 - Exhibit 3: Public Works – Rain Storm Watch Procedures
 - Exhibit 4: Summary of General Fund Revenues by Type
- D. Resolution No. 8319 – Continuing Budget Resolution

RESOLUTION NO. 8318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2024-2025 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN

WHEREAS, the City Council has received and considered a proposed budget for Fiscal Year (FY) 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on July 1, 2024; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities of the City;

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

SECTION 1. An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

SECTION 2. The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2024-2025 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

SECTION 3. The sums of money set forth in Exhibits "1", "2", "3", "4", "5", "6" and "7" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2024-2025 as shown in Exhibits "1", "2", "3", "4", "5", "6" and "7".

SECTION 4. Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 13, 2024, May 20, 2024, May 28, 2024, and June 3, 2024.

SECTION 5. Account balances that are encumbered as of June 30, 2024, may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee.

SECTION 6. The unexpended account balances, as of June 30, 2024, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.

SECTION 7. Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department’s total appropriation.

SECTION 8. Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.

SECTION 9. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs incurred in connection with tax audits that are incurred on a contingency fee basis, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 10. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 11. The Purchasing Officer is authorized hereunder to proceed with purchases of goods and services under Blanket Purchase Orders for vendors identified in Exhibit “7” provided the total cost for goods and services does not exceed the “not-to-exceed” amount for each vendor. The Purchasing Officer is authorized to increase each Blanket Purchase Order identified in Exhibit “7” in an amount not-to-exceed the Purchasing Officer’s purchasing authority of \$25,000 per Blanket Purchase Order.

SECTION 12. No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.

SECTION 13. The City Manager or his/her designee is authorized to carry over any unspent funds from the Community Investment funds from all prior fiscal years.

SECTION 14. 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 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8318 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

**City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025**

**EXHIBIT "1"
RES. NO. 8318**

001 - GENERAL FUND			
Beginning Fund Balance:			10,001,735
Proposed Revenue Total			28,055,808
<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
N/A	-	-	-
<i>Total Revenue Adjustments</i>		-	-
Revised Revenue Total			28,055,808

Proposed Expenditure Total		26,729,059			
<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>		
<i>Approved Enhancements</i>					
001-105-0000-4300	DEPARTMENT SUPPLIES	8,500	10,500	2,000	Marketing Materials
001-115-0000-4260	CONTRACTUAL SERVICES	17,194	25,694	8,500	Records Retention Schedule
001-116-0000-4260	CONTRACTUAL SERVICES	-	60,000	60,000	Elections Expenses - LA County
001-150-0000-41XX	PERSONNEL COSTS	182,398	367,398	185,000	New Position: Planning Manager
001-140-0000-4270	PROFESSIONAL SERVICES	40,696	140,696	100,000	Contract Services: Deputy Bldg Official/Insp.
001-152-0000-4300	DEPARTMENT SUPPLIES	4,500	8,000	3,500	Post Card Mailing Residential Properties
001-135-0000-4270	PROFESSIONAL SERVICES	112,367	137,367	25,000	IT Managed Services Provider Replacement
001-135-0000-4260	CONTRACTUAL SERVICES	369,532	509,532	140,000	Financial Sys. Replacement (Implem. & Subscr.)
001-135-0000-4300	DEPARTMENT SUPPLIES	500	25,500	25,000	Citywide PC Replacement Program (Year 2)
001-133-0000-4365	TUITION REIMBURSEMENT	1,500	6,000	4,500	HR Tuition Reimbursement
001-133-0000-4370	MEETINGS, MEMBERSHIPS & TRAVEL	500	5,500	5,000	HR Staff CPE/Conferences
001-133-0000-4103	WAGES-PERMANENT EMPLOYEES	32,859	37,859	5,000	Reclass Personnel Office Clerk to PT Admin Asst.
001-135-0000-4260	CONTRACTUAL SERVICES	369,532	399,532	30,000	4x Handheld Ticket Writer
001-225-0000-41XX	PERSONNEL COSTS	4,332,160	4,372,160	40,000	Position Reclass: Police Corporal Program (5)
001-135-0000-4260	CONTRACTUAL SERVICES	369,532	380,852	11,320	E-Subpoena (year 1)
001-222-0000-4270	PROFESSIONAL SERVICES	12,290	27,290	15,000	Background Investigations (10)
001-225-0000-4360	PERSONNEL TRAINING	12,290	32,290	20,000	POST Training for New Officers
001-222-0000-4300	DEPARTMENT SUPPLIES	100,600	110,600	10,000	Ammunition Cost Increase
001-222-0000-4365	TUITION REIMBURSEMENT	-	8,000	8,000	PD Tuition Reimbursement
001-224-0000-4365	TUITION REIMBURSEMENT	-	6,000	6,000	PD Tuition Reimbursement
001-225-0000-4365	TUITION REIMBURSEMENT	-	18,000	18,000	PD Tuition Reimbursement
001-424-0000-4260	CONTRACTUAL SERVICES	48,680	98,680	50,000	Fully fund All Citywide Special Events
001-420-0000-4370	MEETINGS, MEMBERSHIPS & TRAVEL	560	3,560	3,000	CPRS Membership & Conference
001-107-XXXX-4300	DEPARTMENT SUPPLIES	-	3,000	3,000	BCRC operations and programs supplies
001-420-0000-4300	DEPARTMENT SUPPLIES	15,210	17,710	2,500	Ice machine for Recreation Park
001-420-0000-4360	PERSONNEL TRAINING	390	1,390	1,000	Las Palmas Staff Prof Dev
001-370-0000-4310	DEPARTMENT SUPPLIES	-	37,500	37,500	Citywide Signage Updates
001-311-0000-41XX	PERSONNEL COSTS	320,247	400,247	80,000	Position Reclass: Graffitti & Trees FT Positions
001-140-0000-4270	PROFESSIONAL SERVICES	140,696	290,696	150,000	Mixed Use Overlay & Obj Design Standards
001-423-0000-4103	SALARIES-PART TIME EMPLOYEES	333,959	380,709	46,750	New Afterschool Teen Program: Staff
001-423-0000-4300	DEPARTMENT SUPPLIES	6,000	14,000	8,000	New Afterschool Teen Program: Supplies
001-225-0000-4105	OVERTIME	145,000	153,000	8,000	PD OT: DUI Checkpoints
001-310-0000-4500	CAPITAL EQUIPMENT	-	105,000	105,000	Backhoe Loader (50% GF - 50% Sewer)
<i>Additional Adjustments</i>					
001-101-0000-4270	PROFESSIONAL SERVICES	8,500	43,500	35,000	Continued Language Translation Services
001-101-XXXX-4430	ACTIVITIES & PROGRAMS	-	12,500	12,500	To Account for Councilmember Fee Waivers
001-155-0000-41XX	PERSONNEL COSTS	177,987	146,150	(31,837)	Revised Labor Distribution (Housing Coord.)
001-190-0000-4906	TRANSFER TO SELF-INSURANCE FUND	-	85,000	85,000	SIF Updates based on ICRMA FY25 Budget
<i>Total Expenditure Adjustments</i>		<i>9,061,191</i>	<i>10,282,940</i>	<i>1,317,233</i>	
Revised Expenditure Total				28,046,292	
Operating Surplus(Deficit)				9,516	

Ending Fund Balance: 10,011,251

City of San Fernando
 Adjustments to Proposed Budget
 Fiscal Year 2024-2025

EXHIBIT "1"
 RES. NO. 8318

006 - SELF INSURANCE FUND			
Beginning Fund Balance:			243,171
Proposed Revenue Total			2,360,105
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>
006-3970-0000	TRANSFER FROM GENERAL FUND	-	85,000
			85,000 SIF Updates based on ICRMA FY25 Budget
<i>Total Revenue Adjustments</i>		-	85,000
Revised Revenue Total			2,445,105
<hr/>			
Proposed Expenditure Total			2,325,000
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>
006-190-0000-4240	INSURANCE AND SURETY	358,659	467,343
			108,684 SIF Updates based on ICRMA FY25 Budget
006-190-0000-4810	WORKERS COMP CLAIMS	500,000	250,000
			(250,000) SIF Updates based on ICRMA FY25 Budget
006-190-0000-4830	LIABILITY INS REQUIREMENTS	1,216,341	1,425,836
			209,495 SIF Updates based on ICRMA FY25 Budget
<i>Total Expenditure Adjustments</i>		2,075,000	2,143,179
			68,179
Revised Expenditure Total			2,393,179
Operating Surplus(Deficit)			51,926
Ending Fund Balance:			295,097

013 - TRAFFIC SAFETY FUND			
Beginning Fund Balance:			15,103
Proposed Revenue Total			2,000
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>
N/A		-	-
			-
<i>Total Revenue Adjustments</i>		-	-
Revised Revenue Total			2,000
<hr/>			
Proposed Expenditure Total			
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>
013-370-0000-4310	DEPARTMENT SUPPLIES	-	12,500
			12,500 Citywide Signage Updates
<i>Total Expenditure Adjustments</i>		-	12,500
Revised Expenditure Total			12,500
Operating Surplus(Deficit)			(10,500)
Ending Fund Balance:			4,603

City of San Fernando
 Adjustments to Proposed Budget
 Fiscal Year 2024-2025

EXHIBIT "1"
 RES. NO. 8318

028 - MEASURE H					
Beginning Fund Balance:			-		
Proposed Revenue Total			54,837		
N/A	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
		-	-	-	
<i>Total Revenue Adjustments</i>			-	-	-
Revised Revenue Total			54,837		
<hr/>					
Proposed Expenditure Total			54,837		
028-155-0000-41XX	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
	PERSONNEL COSTS	-	32,837	32,837	Revised Labor Distribution (Housing Coord.)
	028-155-0000-4270 PROFESSIONAL SERVICES	-	12,000	12,000	Homeless Outreach Initiatives
	028-155-0000-4300 DEPARTMENT SUPPLIES	-	10,000	10,000	Homeless Outreach Initiatives
<i>Total Expenditure Adjustments</i>			-	54,837	54,837
Revised Expenditure Total			54,837		
Operating Surplus(Deficit)			0		
Ending Fund Balance:			-		

041 - EQUIPMENT REPLACEMENT FUND					
Beginning Fund Balance:			959,231		
Proposed Revenue Total			787,308		
N/A	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
		-	-	-	
<i>Total Revenue Adjustments</i>			-	-	-
Revised Revenue Total			787,308		
<hr/>					
Proposed Expenditure Total			736,135		
041-320-0000-41XX	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
	PERSONNEL COSTS	787,308	765,496	(21,812)	Revised Labor Distribution (City Mechanic)
<i>Total Expenditure Adjustments</i>			787,308	765,496	(21,812)
Revised Expenditure Total			714,323		
Operating Surplus(Deficit)			72,985		
Ending Fund Balance:			1,032,216		

City of San Fernando
 Adjustments to Proposed Budget
 Fiscal Year 2024-2025

EXHIBIT "1"
 RES. NO. 8318

043 - FACILITY MAINTENANCE FUND

Beginning Fund Balance:			-
Proposed Revenue Total			1,756,667
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>
N/A		-	-
<i>Total Revenue Adjustments</i>			-
Revised Revenue Total			1,756,667
<hr/>			
Proposed Expenditure Total			1,721,507
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>
	043-390-0000-4260 CONTRACTUAL SERVICES	259,505	262,805
			3,300
<i>Total Expenditure Adjustments</i>			3,300
Revised Expenditure Total			1,724,807
Operating Surplus(Deficit)			31,860
Ending Fund Balance:			31,860

070 - WATER FUND

Beginning Fund Balance:			627,088
Proposed Revenue Total			5,785,000
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>
N/A		-	-
<i>Total Revenue Adjustments</i>			-
Revised Revenue Total			5,785,000
<hr/>			
Proposed Expenditure Total			5,422,565
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>
	070-381-0000-41XX PERSONNEL COSTS	542,528	657,528
			115,000
<i>Total Expenditure Adjustments</i>			115,000
Revised Expenditure Total			5,537,565
Operating Surplus(Deficit)			247,435
Ending Fund Balance:			874,523

City of San Fernando
 Adjustments to Proposed Budget
 Fiscal Year 2024-2025

EXHIBIT "1"
 RES. NO. 8318

072 - SEWER FUND				
Beginning Fund Balance:				3,502,633
Proposed Revenue Total				4,200,000
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
	N/A	-	-	-
<i>Total Revenue Adjustments</i>		-	-	-
Revised Revenue Total				4,200,000
<hr/>				
Proposed Expenditure Total				6,124,699
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
	072-360-0000-4500 CAPITAL EQUIPMENT	29,481	134,481	105,000 Backhoe Loader (50% GF - 50% Sewer)
	072-365-0000-4300 DEPARTMENT SUPPLIES	-	8,500	8,500 Purchase 10 Sewer Manholes and Rings
<i>Total Expenditure Adjustments</i>		29,481	142,981	113,500
Revised Expenditure Total				6,238,199
Operating Surplus(Deficit)				(2,038,199)
Ending Fund Balance:				1,464,434

074 - COMPRESSED NATURAL GAS FUND				
Beginning Fund Balance:				159,742
Proposed Revenue Total				202,750
	<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
	N/A	-	-	-
<i>Total Revenue Adjustments</i>		-	-	-
Revised Revenue Total				202,750
<hr/>				
Proposed Expenditure Total				152,532
	<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
	074-320-0000-41XX PERSONNEL COSTS	14,546	36,362	21,816 Revised Labor Distribution (City Mechanic)
<i>Total Expenditure Adjustments</i>		14,546	36,362	21,816
Revised Expenditure Total				174,348
Operating Surplus(Deficit)				28,402
Ending Fund Balance:				188,144

City of San Fernando
 Adjustments to Proposed Budget
 Fiscal Year 2024-2025

EXHIBIT "1"
 RES. NO. 8318

110 - OPERATING GRANTS				
Beginning Project Balance:			(225,435)	
<hr/>				
Proposed Revenue Total				
		<i>Proposed</i>	<i>Revised</i>	-
	<i>Account - Description</i>	<i>Estimate</i>	<i>Estimate</i>	<i>Change</i>
	N/A	-	-	-
<hr/>				
<i>Total Revenue Adjustments</i>				
		-	-	-
<hr/>				
Revised Revenue Total				
-				
<hr/>				
Proposed Expenditure Total				
		<i>Proposed</i>	<i>Revised</i>	-
	<i>Account - Description</i>	<i>Appropriation</i>	<i>Appropriation</i>	<i>Difference</i>
	110-222-3938-4300 DEPARTMENT SUPPLIES	-	11,937	11,937 Narcotics Incinerator/Drug Disposal Program
<hr/>				
<i>Total Expenditure Adjustments</i>				
		-	11,937	11,937
<hr/>				
Revised Expenditure Total				
11,937				
Operating Surplus(Deficit)				
(11,937)				
<hr/>				
Ending Project Balance:			(237,372)	

**City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025**

**Exhibit "1"
RES. NO. 8318**

2024-2025 ARPA SPENDING PLAN

ITEM	STATUS	PROJECT/PROGRAM	APPROVED
1	Complete	Annual Street Repavement - Phase II	1,007,232
2	Complete	COVID-19 Relief/Response Reimbursement	205,940
3	Complete	Layne Park Revitalization Project	200,341
4	Complete	Council Chambers/AV Upgrade	24,981
5	In Progress	Upper Reservoir Project	850,000
6	In Progress	Homeless Outreach Services	300,000
7	In Progress	Pioneer Park Project	254,961
8	In Progress	Downtown Master Plan	250,000
9	In Progress	Annual Street Repavement - Phase III	250,000
10	In Progress	Technology Improvements	179,845
11	In Progress	Las Palmas & Recreation Parks Generator Project	150,000
12	In Progress	City Mobile App - Virtual San Fernando	148,200
13	In Progress	Feasibility Study - New City Park Space	50,000
14	Planning Stage	Sidewalk Repairs	1,071,839
15	Planning Stage	First Time Homebuyer Support & Rehab Loan Revolving Fund	100,000
16	Planning Stage	Las Palmas HVAC Project	400,000
17	Planning Stage	Citywide Curb Repainting	200,000
18	Planning Stage	City Hall Beautification	100,000
19	Planning Stage	Las Palmas Server Room Transition	50,000
20	Planning Stage	Wi-Fi at Las Palmas & Recreation Parks w/Computer Rooms	25,000
Total			\$ 5,818,339

CITY OF SAN FERNANDO					CITY OF SAN FERNANDO								
FUND NO.	FUND NAME	Actual	Adjusted	Adjusted	Adjusted	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed	Capital Expense	Transfers Out	Total Requirements	Estimated
		Beginning Balance July 1, 2023	Revenues FY 2023-2024	Expenditures FY 2023-2024	Ending Balance June 30, 2024				Operating Expenditures FY 2024-2025				Ending Balance June 30, 2025
General Fund:													
001	General Fund	\$ 10,282,877	26,278,215	26,559,357	\$ 10,001,735	\$ 25,782,085	2,273,723	28,055,808	27,481,292	105,000	460,000	28,046,292	\$ 10,011,251
Total General Fund:		\$ 10,282,877	26,278,215	26,559,357	\$ 10,001,735	\$ 25,782,085	\$ 2,273,723	28,055,808	27,481,292	105,000	460,000	28,046,292	\$ 10,011,251
Special Revenue Funds:													
002	Supplemental Law Enforcement Services	\$ 209,295	150,000	150,000	\$ 209,295	\$ 150,000	-	150,000	50,000	-	150,000	200,000	\$ 159,295
007	Proposition "A" - Transit Development Fund	\$ 350,244	689,224	669,570	\$ 369,898	\$ 662,110	-	662,110	599,712	-	62,398	662,110	\$ 369,898
008	Proposition "C" - Transit Development Fund	\$ 272,112	563,814	696,842	\$ 139,084	\$ 547,959	-	547,959	224,540	350,000	18,774	593,314	\$ 93,729
009	Proposition "C" - Discretionary	\$ 21,305	-	-	\$ 21,305	\$ -	-	-	-	-	-	-	\$ 21,305
010	Grant Fund	\$ (8,501,763)	40,277,068	33,560,681	\$ (1,785,376)	\$ -	-	-	-	-	-	-	\$ (1,785,376)
011	State Gas Tax Fund	\$ -	674,693	674,693	\$ -	\$ 656,813	-	656,813	277,886	-	277,886	555,772	\$ 101,041
012	Measure R Fund	\$ 498,919	422,860	845,142	\$ 76,636	\$ 410,969	-	410,969	179,938	257,025	-	436,963	\$ 50,642
013	Traffic Safety Fund	\$ 12,603	2,500	-	\$ 15,103	\$ 2,000	-	2,000	12,500	-	-	12,500	\$ 4,603
014	Cash In-Lieu of Parking	\$ 497,484	-	-	\$ 497,484	\$ -	-	-	-	-	-	-	\$ 497,484
015	Local Transportation Fund (SB 325)	\$ (37,305)	37,305	-	\$ -	\$ 40,435	-	40,435	-	37,935	-	37,935	\$ 2,500
016	Air Quality Management District Fund	\$ 172,842	28,000	-	\$ 200,842	\$ 30,000	-	30,000	-	-	-	-	\$ 230,842
017	Recreation Self Sustaining Fund	\$ (30,673)	315,660	310,763	\$ (25,776)	\$ 252,800	-	252,800	226,602	-	-	226,602	\$ 422
018	Retirement Fund	\$ 10,370,215	4,980,123	5,388,197	\$ 9,962,141	\$ 5,245,000	201,201	5,446,201	4,839,550	-	489,580	5,329,130	\$ 10,079,212
019	Quimby Act Fees	\$ 33,844	-	-	\$ 33,844	\$ -	-	-	-	-	-	-	\$ 33,844
020	State Asset Seizure	\$ 308	-	-	\$ 308	\$ -	-	-	-	-	-	-	\$ 308
021	Federal Asset Seizure	\$ 174	-	-	\$ 174	\$ -	-	-	-	-	-	-	\$ 174
022	STPL	\$ 246,806	-	246,806	\$ 0	\$ -	-	-	-	-	-	-	\$ 0
023	Measure W Fund - SCW Program	\$ 464,124	283,000	689,859	\$ 57,266	\$ 275,000	-	275,000	-	170,000	12,401	182,401	\$ 149,865
024	Measure M Fund	\$ 388,535	450,000	709,777	\$ 128,758	\$ 465,765	-	465,765	-	450,000	-	450,000	\$ 144,523
025	Road Maintenance and Rehab (SB1)	\$ 203,331	584,584	872,429	\$ (84,514)	\$ 605,208	-	605,208	-	500,000	-	500,000	\$ 20,694
026	Community Development Block Grant	\$ -	86,503	86,503	\$ -	\$ -	-	-	-	-	-	-	\$ -
027	Street Lighting	\$ 469,156	325,000	345,388	\$ 448,768	\$ 325,000	-	325,000	199,155	-	31,269	230,424	\$ 543,344
028	Measure H	\$ -	25,576	25,576	\$ -	\$ 54,837	-	54,837	54,837	-	-	54,837	\$ -
029	Parking Maintenance Operations	\$ 340,919	204,550	338,049	\$ 207,420	\$ 210,050	-	210,050	229,768	50,000	35,052	314,820	\$ 102,650
030	Mall Maintenance Operations	\$ (158,523)	53,000	-	\$ (105,523)	\$ 60,000	-	60,000	-	-	-	-	\$ (45,523)
032	Capital Outlay	\$ 1,483,638	-	1,427,290	\$ 56,348	\$ -	-	-	-	-	-	-	\$ 56,348
050	Pavement Fund	\$ 13,734	-	-	\$ 13,734	\$ -	-	-	-	-	-	-	\$ 13,734
053	Community Investment Fund	\$ 28,507	35,000	35,000	\$ 28,507	\$ 10,000	-	10,000	10,000	-	-	10,000	\$ 28,507
055	Comm. Development Surcharge Fund	\$ 166,049	50,000	38,102	\$ 177,947	\$ 72,000	-	72,000	38,500	-	1,852	40,352	\$ 209,595
094	Low Income Housing	\$ 3,416,646	700	108,865	\$ 3,308,481	\$ -	-	-	107,009	-	-	107,009	\$ 3,201,472
101	AB109 Task Force Fund	\$ 14,127	-	-	\$ 14,127	\$ -	-	-	-	-	-	-	\$ 14,127
108	California Arts Council	\$ 4,330	25,000	29,330	\$ -	\$ -	-	-	-	-	-	-	\$ -
109	National Endowment for the Arts	\$ 12,614	55,000	59,866	\$ 7,748	\$ -	-	-	-	-	-	-	\$ 7,748
110	Operating Grants	\$ (775,907)	3,520,970	2,970,498	\$ (225,435)	\$ -	-	-	-	-	-	-	\$ (225,435)
111	DUI Avoid Campaign	\$ 3,056	-	-	\$ 3,056	\$ -	-	-	-	-	-	-	\$ 3,056
119	Office of Comm. Oriented Policing	\$ (12,053)	12,053	-	\$ 0	\$ -	-	-	-	-	-	-	\$ 0
120	ABC Alcohol Beverage Control Grant	\$ -	-	-	\$ -	\$ -	-	-	-	-	-	-	\$ -
121	American Rescue Plan Act	\$ 4,311,740	-	4,311,740	\$ (0)	\$ -	-	-	11,937	-	-	11,937	\$ (11,937)
Total Special Revenue Funds:		\$ 14,490,434	\$ 53,852,183	\$ 54,590,967	\$ 13,751,651	\$ 10,075,946	201,201	10,277,147	7,061,934	1,814,960	1,079,212	9,956,107	\$ 14,072,691

CITY OF SAN FERNANDO					CITY OF SAN FERNANDO								
FUND NO.	FUND NAME	Actual	Adjusted	Adjusted	Adjusted	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed	Capital Expense	Transfers Out	Total Requirements	Estimated
		Beginning Balance July 1, 2023	Revenues FY 2023-2024	Expenditures FY 2023-2024	Ending Balance June 30, 2024				Operating Expenditures FY 2024-2025				Ending Balance June 30, 2025
Enterprise and Internal Service Funds:													
006	Self Insurance	\$ 410,334	3,842,837	4,010,000	\$ 243,171	\$ 2,300,106	145,000	2,445,106	2,393,179	-	-	2,393,179	\$ 295,098
041	Equipment Maintenance/Replacement	\$ 934,737	842,025	817,531	\$ 959,231	\$ 687,308	100,000	787,308	529,682	184,641	-	714,323	\$ 1,032,217
043	Facility Maintenance	\$ (111,933)	1,855,361	1,743,428	\$ -	\$ 1,608,000	148,667	1,756,667	1,724,807	-	-	1,724,807	\$ 31,860
070	Water	\$ 4,023,809	5,750,948	9,147,669	\$ 627,088	\$ 5,785,000	-	5,785,000	4,212,347	483,430	841,788	5,537,565	\$ 874,523
072	Sewer	\$ 3,908,052	4,200,729	4,606,148	\$ 3,502,633	\$ 4,200,000	-	4,200,000	3,026,490	2,737,981	473,728	6,238,199	\$ 1,464,434
073	Refuse/Environmental	\$ 43,120	-	-	\$ 43,120	\$ -	-	-	38,000	-	-	38,000	\$ 5,120
074	Compressed Natural Gas	\$ 104,168	169,000	113,426	\$ 159,742	\$ 202,750	-	202,750	160,485	-	13,863	174,348	\$ 188,144
Total Enterprise and Internal Service Funds:		\$ 9,312,287	\$ 16,660,900	\$ 20,438,202	\$ 5,534,985	\$ 14,783,164	393,667	15,176,831	12,084,990	3,406,052	1,329,379	16,820,421	\$ 3,891,395
TOTAL ALL CITY FUNDS:		\$ 34,085,598	96,791,298	101,588,526	\$ 29,288,370	\$ 50,641,195	2,868,591	53,509,786	46,628,216	5,326,012	2,868,591	54,822,820	\$ 27,975,337

**CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025**

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

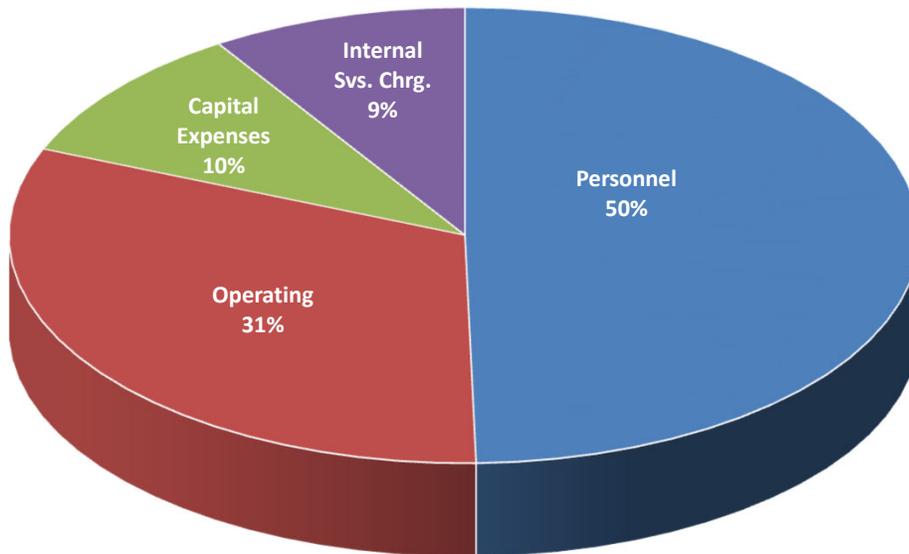
<i>Governmental Funds</i>	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001 General Fund	17,750,841	6,978,391	105,000	3,212,060	28,046,292
Total General Fund	\$ 17,750,841	\$ 6,978,391	\$ 105,000	\$ 3,212,060	\$ 28,046,292

<i>Special Funds</i>	Personnel	Operating	Capital Expenses	Transfers Out	Total Budget
002 SLESF	-	-	-	200,000	200,000
007 Proposition A	71,501	590,609	-	-	662,110
008 Proposition C	-	243,314	350,000	-	593,314
009 Proposition C - Discretionary	-	-	-	-	-
010 Capital Grants	-	-	-	-	-
011 State Gas Tax	-	305,772	-	250,000	555,772
012 Measure R	-	179,938	257,025	-	436,963
013 Traffic Safety	-	-	-	12,500	12,500
014 Cash In-Lieu of Parking	-	-	-	-	-
015 Local Transportation	-	-	37,935	-	37,935
016 AQMD	-	-	-	-	-
017 Recreation Self Sustaining	75,222	151,380	-	-	226,602
018 Retirement	4,829,550	10,000	-	489,580	5,329,130
019 Quimby Act	-	-	-	-	-
020 State Asset Seizure	-	-	-	-	-
021 Federal Asset Seizure	-	-	-	-	-
022 STPL	-	-	-	-	-
023 Measure W	-	12,401	170,000	-	182,401
024 Measure M	-	-	450,000	-	450,000
025 Road Maintenance and Rehab Act	-	-	500,000	-	500,000
026 CDBG	-	-	-	-	-
027 Street Lighting	82,905	147,519	-	-	230,424
028 Measure H	-	54,837	-	-	54,837
029 Parking and Maintenance Operations	130,968	133,852	50,000	-	314,820
030 Mall Maintenance Operations	-	-	-	-	-
032 Capital Outlay Fund	-	-	-	-	-
050 Pavement Fund	-	-	-	-	-
053 Community Investment Fund	-	10,000	-	-	10,000
055 Comm. Dev. Surcharge Fund	-	40,352	-	-	40,352
094 Low/Mod Income Housing Fund	32,009	75,000	-	-	107,009
101 AB109 Task Force Fund	-	-	-	-	-
108 California Arts Council	-	-	-	-	-
109 National Endowment for the Arts	-	-	-	-	-
110 Operating Grants	-	11,937	-	-	11,937
111 DUI Avoid Campaign	-	-	-	-	-
119 Office of Comm. Oriented Policing	-	-	-	-	-
120 Alcohol Beverage Control Grant	-	-	-	-	-
121 American Rescue Plan Act Fund	-	-	-	-	-
Total Special Funds	5,222,155	1,966,911	1,814,960	952,080	9,956,107

**CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025**

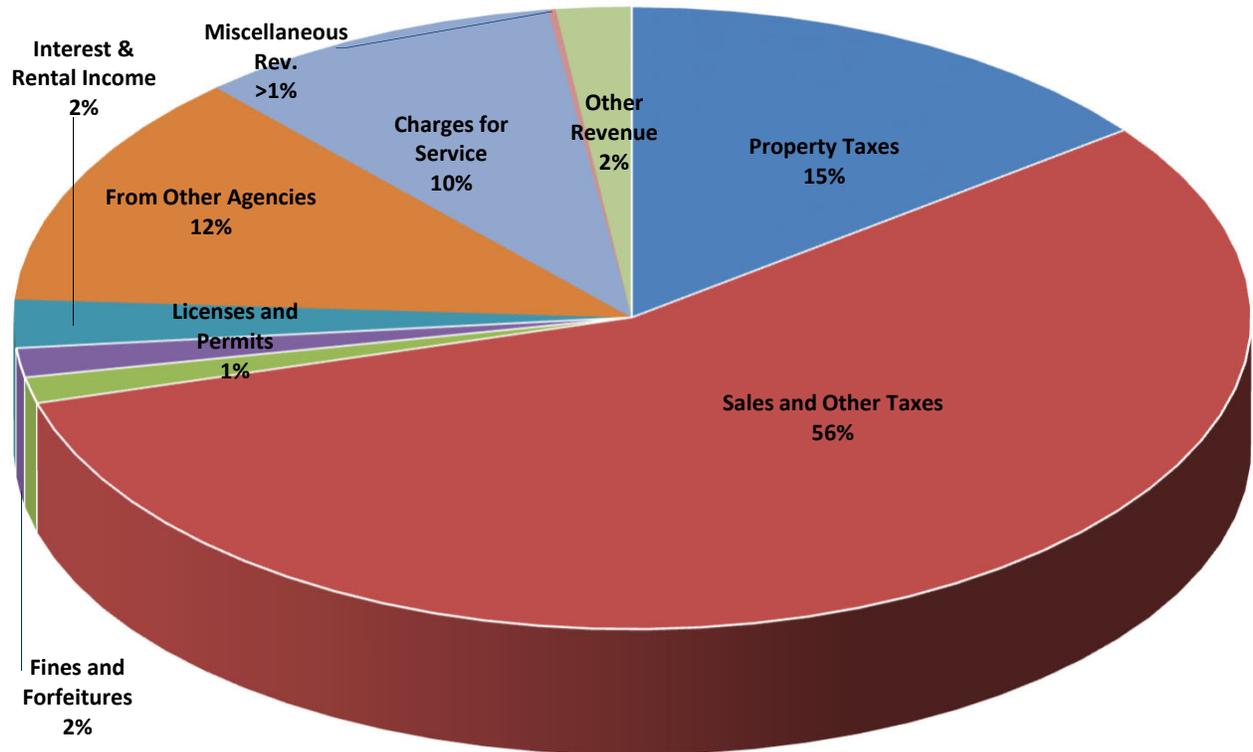
<i>Proprietary Funds</i>	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006 Self Insurance Fund	-	2,393,179	-	-	2,393,179
041 Equipment Maint/Replacement	232,772	280,150	184,641	16,760	714,323
043 Facility Maintenance	827,897	718,555	-	178,355	1,724,807
070 Water	2,296,799	2,330,555	483,430	426,781	5,537,565
072 Sewer	830,472	2,468,829	2,737,981	200,918	6,238,199
073 Refuse	-	38,000	-	-	38,000
074 Compressed Natural Gas	36,362	136,063	-	1,923	174,348
Total Proprietary Funds	4,224,302	8,365,331	3,406,052	824,737	16,820,421
Total Citywide Expenditures	\$ 27,197,298	\$ 17,310,633	\$ 5,326,012	\$ 4,988,876	\$ 54,822,820

Citywide Expenses by Type



**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF REVENUE BY TYPE - 5 YEAR HISTORY
FISCAL YEAR 2024-2025**

General Fund Revenue	2021 Actual	2022 Actual	2023 Actual	2024 Adjusted	2025 Proposed
Property Taxes	3,149,176	3,198,090	4,329,484	3,245,000	4,124,081
Sales and Other Taxes	13,141,929	15,404,302	15,704,741	15,684,475	15,671,923
Licenses and Permits	361,279	337,429	506,341	418,500	380,000
Fines and Forfeitures	498,845	433,689	418,240	444,000	425,000
Interest & Rental Income	581,430	65,778	591,106	701,761	705,000
From Other Agencies	2,818,554	2,964,015	3,142,765	2,853,000	3,452,500
Charges for Service	2,047,671	2,110,888	2,034,443	2,311,479	2,689,804
Miscellaneous Revenue	40,621	50,426	50,689	50,500	55,000
Other Revenue	2,272,556	512,186	577,233	569,500	552,500
Total Revenue	\$ 24,912,062	\$ 25,076,804	\$ 27,355,041	\$ 26,278,215	\$ 28,055,808



**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025**

The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

CITY MANAGER'S OFFICE		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-101	City Council	154,757	92,500	-	20,832	268,089
01-105	Administration	661,188	32,393	-	76,081	769,662
01-106	Personnel	-	-	-	-	-
01-107	Economic Development	267,609	56,600	-	26,984	351,193
01-110	City Attorney	-	275,625	-	-	275,625
01-112	Labor Attorney	-	-	-	-	-
01-500	Fire Services - Contract	-	3,350,000	-	-	3,350,000
Total City Manager's Office		1,083,554	3,807,118	-	123,897	5,014,569

CITY CLERK		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-115	City Clerk	345,670	37,444	-	43,635	426,749
01-116	Elections	-	63,000	-	-	63,000
Total City Clerk Department		345,670	100,444	-	43,635	489,749

ADMINISTRATIVE SERVICES		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-130	Finance	766,275	214,514	-	103,253	1,084,042
01-133	Human Resources	459,014	56,435	-	70,554	586,003
01-135	Information Technology	182,735	713,719	-	22,357	918,811
01-180	Retirement Health Premiums	1,500,000	-	-	-	1,500,000
01-190	Non-Departmental	448,555	388,978	-	467,418	1,304,951
01-112	Labor Attorney	-	79,375	-	-	79,375
Total Administrative Services		3,356,579	1,453,021	-	663,582	5,473,182

COMMUNITY DEVELOPMENT		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-140	Building and Safety	145,546	298,761	-	20,330	464,637
01-150	Planning/Administration	487,560	50,400	-	43,887	581,847
01-152	Community Preservation	541,215	45,100	-	121,891	708,206
01-155	Low/Moderate Income Housing	146,150	5,500	-	25,196	176,846
Total Community Development		1,320,471	399,761	-	211,304	1,931,536

POLICE		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-222	Police Admin	1,147,002	257,249	-	214,905	1,619,156
01-224	Detectives	813,091	26,116	-	222,825	1,062,032
01-225	Patrol	6,322,046	112,890	-	990,513	7,425,449
01-226	Reserves/Explorers	75,665	13,350	-	23,953	112,968
01-230	Community Service	243,851	315	-	50,478	294,644
01-250	Emergency Services	-	5,250	-	-	5,250
Total Police Department		8,601,655	415,170	-	1,502,674	10,519,499

**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025**

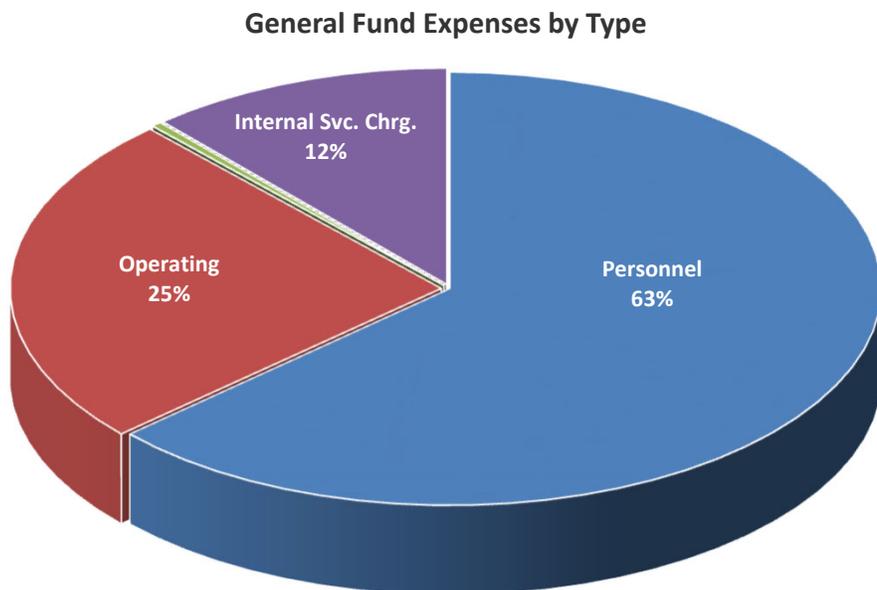
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

PUBLIC WORKS		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-310	Administration	549,736	228,727	105,000	72,856	956,319
01-311	Street Maintenance	634,934	151,568	-	177,292	963,794
01-312	Graffiti Removal	46,335	12,520	-	10,273	69,128
01-343	Street Sweeping	-	36,435	-	-	36,435
01-346	Streets, Trees, & Parkways	138,557	10,500	-	23,047	172,104
01-370	Traffic Safety	162,760	87,208	-	81,819	331,787
01-371	Traffic Signals	-	-	-	-	-
Total Public Works		1,532,322	526,958	105,000	365,287	2,529,567

RECREATION & COMM SERVICES		Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-420	Administration	296,707	66,617	-	48,414	411,738
01-422	Community Services	351,260	17,450	-	61,291	430,001
01-423	Recreation	708,719	20,173	-	163,754	892,646
01-424	Cultural Arts and Special Events	153,904	171,680	-	28,222	353,806
Total Recreation & Comm Services		1,510,590	275,920	-	301,681	2,088,191

TOTAL GENERAL FUND	\$ 17,750,841	\$ 6,978,391	\$ 105,000	\$ 3,212,060	\$ 28,046,292
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*Excludes Special Revenue and Enterprise Funded expenditures.



THE CITY OF
SAN FERNANDO

SECTION VI.

**CAPITAL IMPROVEMENT
PROGRAM**

FISCAL YEAR 2024-2025

&

FISCAL YEAR 2025-2026



**Capital Improvement Program
Project Status (FY2024-25 and FY2025-26)**

Road Infrastructure Projects				
Project Number	Project Name	Program Year		Strategic Goals
		FY2024-25	FY2025-26	
0560	Phase 3:Annual Street Resurfacing Project	\$2,411,228	TBD	VI.2.a – Street Resurfacing
0560	Phase 4:Annual Street Resurfacing Project	\$1,255,208	TBD	VI.2.a – Street Resurfacing
0175	Phase 2: Bus Shelter Project	\$313,520	One Time	V.5 – Beautify and Update Bus Stops
0550/0551	Pacoima Wash Bikeway Project	\$4,392,491		V.7 – Improve City’s Trail Network
0567	Phase 2: Pacoima Wash Bikeway Project	\$5,773,530		V.7 – Improve City’s Trail Network
0510	Citywide Traffic Signal Synchronization Project	\$982,250	One Time	V – Reducing Traffic Congestion
0562	HSIP Cycle 8 Traffic Signal Improvements	\$1,721,227	One Time	V – Reducing Traffic Congestion
0847	Carlisle Green Alley Project	\$3,482,535		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0671	Pioneer Park Playground Renovations Project	\$447,961		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0156	Las Palmas Park Revitalization Project	\$3,703,261		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Sidewalk Repair Project	\$500,000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0525	Fixed Route ADA Improvements Project	\$833,000	One Time	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused



				Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Parking Meter Upgrade Project	\$150,000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Water System Projects				
Project Number	Project Name	Program Year		Strategic Goals
		FY2024-25	FY2025-26	
0716	Reservoir 4 Replacement Project	\$7,702,901	One Time	IV.3 – Water Storage Improvements
0857	Nitrate Treatment System: Well 2A	\$6,777,984	TBD	IV.3.e – Continue to use 100% local groundwater supply
TBD	Water Master Plan	\$100,000	Every Five years	Water Master Plan Water System Assesment
TBD	Water and Sewer Rate Study	\$50,000	Every Five years	Water & Sewer Rate Study
TBD	Lead Service Replacement Program	\$50,000	\$50,000	Lead Service Replacement Program
TBD	Meter Replacement Program ON GOING	\$85,000	\$85,000	Meter Replacement Program - ON GOING
TBD	Fire Hydrant Upgrade Program – ON GOING	\$50,000	\$50,000	Fire Hydrant Upgrade Program – ON GOING
Sewer System Projects				
Project Number	Project Name	Program Year		Strategic Goals
		FY2024-25	FY2025-26	
TBD	City-Wide CCTV Project	\$150,000	TBD	Sewer Line Monitoring
TBD	Sanitary Sewer Master Plan Project	\$250,000	Every Five years	Sewer Study
TBD	Sewer Line Replacement Project	\$1,095,000	TBD	Sewer Line Replacement



**ROAD INFRASTRUCTURE
PROGRAM
FISCAL YEAR 2024-2025
&
FISCAL YEAR 2025-2026**



CAPITAL IMPROVEMENT PROGRAM

Title: Phase 3: Annual Street Resurfacing Project

Program Years: FY2024-25

Strategic Goals: VI.2.a – Street Resurfacing

Project: 0560

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
SB1	025-3623-0560	\$715,000	\$350,000
Measure R	012-3210-0560	\$145,000	
Measure M	024-3210-0560	\$345,000	
Prop C	008-3210-0000	\$200,000	
State Gas Tax	011-3850-0560	\$144,242	
Capital Outlay	032-3970-0560	\$101,908	
STP-L	022-3664-0560	\$159,313	
ARPA	121-3668-3689	\$250,000	
Subtotals from previous and new Fiscal Years:		\$2,060,463	\$350,000
Total Sources (Phase 3):		\$2,411,228	

USES		
Activity	Account Number	Cost
Design	012-311-0560-4600	\$59,759
Construction Management	012/032-311-0560-4600	\$191,260
Construction – Phase 3 including Optional Work	025/110/024/011-311-0560-4600	\$1,800,174
Contingency	008/022-311-0560-4600	\$360,035
Total Uses:		\$2,411,228

Project Description: Phase 3 of the Annual Street Resurfacing Project will focus on approximately two miles of streets that are moderately-to-significantly deteriorated with cracks and potholes, so a more robust three-step slurry seal process will be performed. These are streets that typically require an overlay treatment, which involves cold milling existing asphalt and placement of new asphalt. This three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

Schedule: Construction has been awarded. Construction will begin June/July 2024 and be completed by October 2024.



CAPITAL IMPROVEMENT PROGRAM

Title: Phase 4: Annual Street Resurfacing Project

Program Years: FY2024-25

Strategic Goals: VI.2.a – Street Resurfacing

Project: 0560

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 (estimated)
SB1	025-3623-0560	\$150,000	\$600,000
Measure R	012-3210-0560	\$255,000	TBD
Measure M	024-3210-0560	\$450,000	TBD
Prop C	008-3210-0000	\$350,000	TBD
Pavement Management Fund	050-3800-0000	\$13,734	0
Total Sources (FY 2024-25):		\$1,218,734	

USES		
Activity	Account Number	Cost
Pavement Design/Construction Management	012/008-311-0560-4600	\$265,208
Street Construction	024/025/008/050-311-0560-4600	\$863,526
Contingency	008-311-0560-4600	\$90,000
Total Uses:		\$1,218,734

Project Description: The project will consist of 2-Step and 3-Step Slurry Seal treatments. It has yet to be determined the total miles of streets that will be treated.

Schedule: Design phase for the project is expected to begin in August 2024. Bid process expected begin in October 2024 with construction kicking off in January 2025.



CAPITAL IMPROVEMENT PROGRAM

Title: Phase 2 Bus Shelter Project

Program Years: FY2024-25

Strategic Goals: V.5 – Beautify and Update Bus Stops

Project: 0175

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
FTA 5309 Grant	010-3686-0175	\$250,816	\$0
Prop C	008-3686-0175	\$62,704	\$0
Subtotals from previous and new Fiscal Years:		\$313,520	\$0
Total Sources:		\$313,520	

USES		
Activity	Account Number	Cost
Construction	010-311-0175-4600	\$250,816
Match requirement	008-313-0175-4600	\$62,704
Total Uses:		\$313,520

Project Description: The City is using the remainder of FTA funds left over from the Phase 1 Bus Shelter project to upgrade approximately eight (8) bus stops by adding shade structures and other bus stop modifications to improve the quality and comfort of passengers waiting for the bus.

Schedule: Procurement process for contractor will be completed by June 2024. Construction of new shade structures and bus stop improvements will be completed by Spring 2025.



CAPITAL IMPROVEMENT PROGRAM

Title: Pacoima Wash Bikeway Project
Program Years: FY 2024-25
Strategic Goals: V.7 – Improve City’s Trail Network
Project: 0550/0551/0549/0647

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
CMAQ	010-3686-0549	\$1,513,000	\$0
ATP Cycle 3	010-3686-0550	\$973,000	\$0
AQMD/MSRC AB2726	010-3686-0551	\$354,000	\$0
Measure R	012-3210-0551	\$398,000	\$0
Measure M	024-3210-0551	\$217,000	\$0
SMMC Grant	010-3686-0647	\$937,491	\$0
Caltrans Grant (Assemblywoman Luz Rivas)	010-3686-0567	\$2,647,432	
Subtotals from previous and new Fiscal Years:		\$7,039,923	\$0
Total Sources:		\$7,039,923	

USES		
Activity	Account Number	Cost
Construction (Toro)	010/012/024-311-XXXX-4600	\$6,172,658
Construction Management (Willdan)	010/012/024-311-XXXX-4600	\$777,939
Studio-MLA	010/012/024-311-XXXX-4600	\$89,326
Total Uses:		\$7,039,923

Project Description: Construction of new bike path that extends a 1.34-mile length of the Pacoima Wash within the City of San Fernando, from 4th Street to 8th Street. It will also include a pedestrian/bike bridge over the Pacoima Wash at 8th Street, new fencing, lighting, wayfinding signage, and a bioretention swale.

Schedule: Construction is 85 percent complete. Scheduled to be 100 percent complete in August 2024.



CAPITAL IMPROVEMENT PROGRAM

Title: Pacoima Wash Connect Bikeway Project (Phase 2)

Program Years: FY2024-25

Strategic Goals: V.7 – Improve City’s Trail Network

Project: 0567

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
State Budget Allocation (Assemblywoman Luz Rivas)	010-3656-0567	\$5,773,530	\$0
			\$0
Subtotals from previous and new Fiscal Years:		\$5,773,530	\$0
Total Sources:		\$5,773,530	

USES		
Activity	Account Number	Cost
Design	010-311-0567-4600	\$250,000
Construction Management, Inspections	010-311-0567-4600	\$300,000
Construction	010-311-0567-4600	\$5,200,000
Contingency	010-311-0567-4600	\$780,000
On-Call Engineer Administration	010-311-0567-4600	\$23,530
Total Uses:		\$5,773,530

Project Description: A new bridge along west bank of the Pacoima Wash on Foothill Blvd. between Griswald and Eighth Street; New bikeway along the east bank of the Pacoima Wash from Eighth Street to Foothill Blvd; Solar lights along path; Decorative gate entrances; Landscaping.

Schedule: Procure consultant to design project by October 2024 and complete design by June 2025.

**Title: Citywide Traffic Signal Synchronization Project****Program Years:** FY2024-25**Strategic Goals:** V – Reducing Traffic Congestion**Project:** 0510

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
Prop C 25% Grant	009-3686-0510	\$775,376	\$0
Measure M	024-3210-0510	\$16,884	\$0
Subtotals from previous and new Fiscal Years:		\$792,260	\$0
New Funds (FY 24-25)			
Street Lighting Fund	027-3110-0000	\$190,000	\$0
Subtotals from new funding:		\$190,000	\$0
Total Sources:		\$982,250	

USES		
Activity	Account Number	Cost
Design (Completed)		\$0
Construction Engineering	009/024-371-0510-4600	\$95,625
Construction	012/024-371-0510-4600	\$853,124
Project Administration	012/024-371-0510-4600	\$33,501
Total Uses:		\$982,250

Project Description: The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus improvements that will reduce traffic queuing. The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard.

Schedule: Award construction contract August 2024; begin construction in September 2024; complete project March 2025.



Title: HSIP Cycle 8 Traffic Signal Improvements

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion

Project: 0562

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
HSIP Grant	010-3686-0562	\$1,549,176	\$0
Measure M	024-3210-0562	\$30,481	\$0
Measure R	012-3210-0562	\$95,000	\$0
Total Sources:		\$1,674,657	

USES		
Activity	Account Number	Cost
Construction Management/Inspection/Testing/Labor Compliance	010-311-0562-4600	\$245,984
Construction	010-311-0562-4600	\$1,229,430
Construction Contingency	010/012/024/-311-0562-4600	\$122,943
Staff Oversight/Grant Administration	012/024-311-0562-4600	\$61,000
Total Uses:		\$1,659,357

Project Description: The project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include: First Street at Hubbard Avenue; First Street at N Maclay Avenue; San Fernando Road at N Brand Boulevard; San Fernando Road at N Maclay Avenue; San Fernando Road at Hubbard Avenue; Truman Street at Wolfskill Street; Truman Street at N Brand Boulevard; Truman Street at N Maclay Avenue and Truman Street at Hubbard Avenue.

Schedule: Design is complete for this project. Expecting to receive E76 from Caltrans by September 2023. Construction contract will be awarded by December 2023. Construction will be completed by Fall 2024.



Title: Carlisle Green Alley Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0847

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2025-26 Funds
CNRA – Urban Greening Grant	010-3683-0847	\$3,482,535	\$0
Total Sources:		\$3,482,535	

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection	010-310-0847-4260	\$400,000
Construction	010-310-0847-4600	\$3,082,535
Total Uses:		\$3,482,535

Project Description: The Carlisle Green Alley project transforms an underutilized alley (Carlisle Street) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. This project will include permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in the parking lot at Carlisle and Pico Streets.

Schedule: Design expected to start in second half of 2023. Construction expected to begin by Fall 2024 and be completed by Summer 2025.



Title: Pioneer Park Playground Renovation Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0671

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2025-26 Funds
Playground Grant	010-3697-0671	\$192,905	\$0
ARPA	121-3668-3689	\$254,961	\$0
Total Sources:		\$447,866	

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection		\$0
Construction	010/121-423-3643-4600	\$447,961
Total Uses:		\$447,961

Project Description: The Pioneer Park Playground Renovation Project will replace the existing dilapidated play equipment with new ADA accessible inclusive play equipment. In addition, the project will add shading and an outdoor exercise equipment area to the footprint.

Schedule: Currently under design with design to be completed during June 2024. Construction is expected to start in July 2024 and completed in October 2024.



Title: Las Palmas Park Revitalization Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0156

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2025-26 Funds
CNRA	010-3692-0156	\$3,703,261	\$0
Total Sources:		\$3,703,261	

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection	010-422-0156-4600	\$0
Construction	010-422-0156-4600	\$3,703,261
Total Uses		\$3,703,261

Project Description: The Revitalization Project includes addition of Multipurpose Athletic Field; (Splash Pad; Tennis/Pickleball Court; Sports Field & Park Lighting.

Renovations of: Play Area; Basketball Court; Baseball Fields; Walking Paths; Picnic Shelters; Outdoor Exercise Equip; Restroom/Concession Bldg.

Schedule: Currently under design with design to be completed during December 2024. Project bid and award will occur January through March 2025. Construction is expected to begin in April 2025 and completed in December 2025.



Title: City Sidewalk Repair Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0866

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2025-26 Funds
ARPA	121-3668-3689	\$500,000	TBD
TDA Article 3 Funds	015-3695-0866	\$37,935	TBD
Total Sources:		\$537,935	

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection	015/121/311-0866-4600	\$39,800
Construction Management	121-311-0866-4600	\$21,735
Inspect/Labor Compliance/Testing	121-311-0866-4600	\$38,600
Construction	121-311-0866-4600	\$398,000
Contingency	121-311-0866-4600	\$39,800
Total Uses:		\$537,935

Project Description: There are five options for the Sidewalk Project, meeting the \$500,000 budget. All five options include wheelchair and sidewalk repairs on San Fernando Road, from Brand Blvd. and Chatsworth Drive, stemming from claim against the City.

Project Options:

1. School side of O’Melveny Elementary School, San Fernando Elementary School, SF Early Education Center and LA County Court.
2. Both sides of Chatsworth Drive, O’Melveny Elementary School.
3. Both sides of Mott Street and O’Melveny Ave., San Fernando Elementary Schools, SF Early Education Center and O’Melveny Elem. School.
4. LA County Court and Parking lot.
5. Various locations, not including schools or Court.

Schedule: Schedule is pending location identification. Once selected, work will be completed before the end of Fiscal Year 2024-25.



Title: Fixed Route ADA Sidewalk Improvements Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0525

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2025-26
Enhanced Mobility for Seniors Grant (5310)	010-3686-0525	\$750,000	\$0
STP-L Funds	022-3662/3664/-0000	\$83,333	\$0
Total Sources:		\$833,333	

USES		
Activity	Account Number	Cost
Design	010-311-0525-4600	\$30,864
Construction	010-311-0525-4600	\$617,284
Construction Contingency	010-311-0525-4600	\$61,728
Construction Engineering	022/010-311-0525-4600	\$92,593
Project Administration	010-310-0525-4600	\$30,864
Total Uses:		\$833,333

Project Description: The Project is located at and immediately around three main intersections within the City. The three intersections are:

- Seventh Street and Harding Avenue
- Hubbard Street and Truman Street
- Truman Street between Brand Boulevard and Maclay Street

The Project consists of bringing the pedestrian walkways within the stated locations into ADA compliance by making improvements to or installing new curb cuts, sidewalks, accessible pedestrian ramps, wheelchair ramps, drive approaches, and tree parkway.

Schedule: Between July 2024 and September 2024, RFP will be released and construction contract awarded. Construction will begin in October 2024 and is scheduled to complete in January 2025.



Title: Parking Meter Upgrade Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: *Pending CIP Approval*

SOURCES			
Fund	Account Number	Allocation	
		FY2023-24 Carryover	FY2024-25 Funds
Parking and Maintenance Operations	029-3850-0000	\$100,000	\$50,000
Total Sources:		\$150,000	

USES		
Activity	Account Number	Cost
Purchase and Installation of Meters	029-335-XXXX-4600	\$150,000
Total Uses:		\$150,000

Project Description: Upgrade parking meters in Downtown Mall area, and the meters around courthouse that were not upgraded during phase one of the project, to smart meters.

Schedule: Project will kick-off in July 2024.



WATER SYSTEM CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2024-2025
&
FISCAL YEAR 2025-2026



Title: Reservoir 4 Replacement Project

Program Years: FY2024-25

Strategic Goals: IV.3 – Water Storage Improvements

Project: 0716

SOURCES			
Fund	Account Number	Allocation	
		Carryover from Previous Years	FY2024-25 Funds
State of California Funding - DWR	010-3686-0716	\$5,000,000	\$0
Water Fund	070-3686-0716	\$2,702,901	\$0
Subtotals from previous and new Fiscal Years:		\$7,702,901	\$0
Total Sources:		\$7,702,901	

USES		
Activity	Account Number	Cost
DWR Grant Administration Fee	010-385-0716-4600	\$200,000
Grant Match Requirement	070-385-0716-4600	\$50,000
Design and Specifications	010-385-0716-4600	\$545,345
Construction Management	010-385-0716-4600	\$427,746
Construction	010/070-385-0716-4600	\$5,890,000
Contingency (10%)	010/070-385-0716-4600	\$589,000
Total Uses:		\$7,702,091

Project Description: This project will replace an existing 1MG concrete reservoir with a new 1.1MG rectangular reservoir. The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged due to seismic activity and has been operating at reduced capacity to avoid leakage. Due to this damage, the reservoir needs to be replaced to protect the public from catastrophic failure during major earthquake or natural disaster, provide increased operational flexibility, and effectively meet water demands.

Schedule: Construction is estimated to be completed by late part of June 2024 or early July 2024



Title: Nitrate Treatment System – Well 2A

Program Years: FY2024-25 and FY2025-26

Strategic Goals: IV.3.e – Continue to use 100% local groundwater supply

Project: 0857

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
State Budget Allocation (Senator Robert Hertzberg)	010-3686-0857	\$0	\$7,000,000
Subtotals from previous and new Fiscal Years:		\$0	\$7,750,000
Total Sources:		\$7,750,000	

USES		
Activity	Account Number	Cost
IX Treatment System – Engineering and Design IX Treatment System for Well 2A	010-385-0857-4270	\$500,000
IX Treatment System – Construction for IX Treatment System for Well 2A	010-385-0857-4600	\$5,000,000
IX Treatment System – Construction Management for Well 2A	010-385-0857-4600	\$500,000
Total Uses:		\$6,000,000

Project Description: The second phase of the nitrate treatment system at Well 3 will allow for all four wells in the City’s water system to operate and ensure resiliency and a consistent water supply. The ion exchange treatment technology is the same that was developed and installed successfully for Well 7A in 2018. The new system will be installed next to the existing Well 7A system. The two systems combined can treat all the water extracted from Well 3 and Well 7A. A new system is planned for Well 2A. This will require system modifications and additional pipe line extensions to allow the use of a blending plan along with the operational treatment system.

Schedule: Well 3 IX Treatment System was completed and fully operational on March 2024. The timeline for installing and implementing a blending plan along with the IX Treatment System for Well 2A is: Design firm on board (by September 2024); Complete design (by January 2025); Secure additional funds based on completed design (by June 2025); Complete construction and system operational - 12-18 months (by December 2026). The Funding needed to complete the Well 2A project will be approximately \$2,250,000.



Title: Water Master Plan and Water Utility Rate Study

Program Years: FY2024-25 & FY2025-26

Strategic Goals: Infrastructure Improvements Analysis and Assessment

Project: Pending CIP Approval

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
Water Fund	070-3810-0000	\$150,000	\$0
Total Sources:		\$150,000	

USES		
Activity	Account Number	Cost
Develop Water Master Plan	070-385-XXXX-4260	\$100,000
Conduct Water Utility Rate Study	070-385-XXXX-4260	\$50,000
Total Uses:		\$150,000

Project Description: The Water Master Plan and Water & Sewer Rate Study will assess and provide a holistic and forward-thinking strategy that outlines the long term vision and actions necessary to manage a community’s water resource. It serves as a roadmap for asset owners and utilities to ensure the sustainable use and protection of water sources. Through the use of computer modeling and field data, the master plan covers the entire distribution system, provides a comprehensive overview of the system functions, and includes where improvements are needed based on assessments of the system’s capacity and reliability. It will evaluate hydraulic performance and capacity, evaluate the City’s water storage and source of supply, and recommend a proactive and manageable utility capital improvement program for the next 10 years. Previous Water Master Plan was conducted in 1969. Water Utility Standards recommends a Water Master Plan be conducted every 10 years.

The Water and Sewer Rate Study will allow the opportunity to evaluate the current set rates to help set a baseline rate adjustments if needed to help sustain the water system and its future capital infrastructure needs.

Schedule: Starting July 2024 will be the RFP process and once awarded the completion of these studies and reports are anticipated to be completed by January 2025.



Title: Lead Service Line Replacement Program

Program Years: FY2024-25 and FY2025-26

Strategic Goals: Public Health - Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA’s 2021 LCRR Rule to help minimize health concerns related to lead.

Project: *Pending CIP Approval*

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
Water Fund	070-3810-0000	\$50,000	\$50,000
Total Sources:		\$100,000	

USES		
Activity	Account Number	Cost
New On Going Program to replace lead service lines	070-385-XXXX-4260	\$100,000
Total Uses:		\$50,000

Project Description: Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA’s 2021 LCRR Rule to help minimize health concerns related to lead exposure.

Schedule: New EPA LCRR Rule effective date is October 16, 2024 requiring Water utilities to provide the State with an inventory list of all service line and houseline material inventory. Staff has completed the distribution section phase 1 and is currently working on houseline customer side pipeline material list to be completed before October 2024 completing phase 2. Phase 3 the replacement of identified lead service lines will begin November. 2024 and continue until all lead lines have been replaced. Deadline to complete all replacements is 10 years (i.e. October 2034).



SEWER SYSTEM CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2024-2025
&
FISCAL YEAR 2025-2026



Title: City-Wide CCTV Project

Program Years: FY2024-25 & FY2025-26

Project: *Pending CIP Approval*

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
Sewer Capital Fund	072-3745-0000	\$150,000	\$20,000
Total Sources:		\$170,000	

USES		
Activity	Account Number	Cost
Cleaning/Video/Data Analysis Report	072-365-XXXX-4600	\$170,000
Total Uses:		\$170,000

Project Description: A Citywide cleaning, videoing of all sewer lines (40 miles) in the City. All video will be reviewed and a report will be developed based on findings. This is a required prerequisite before conducting the sanitary sewer master plan.

Schedule: RFP for services will be sent out in August 2024.



Title: Sanitary Sewer Master Plan Project

Program Years: FY2024-25 & FY2025-26

Project: *Pending CIP Approval*

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
Sewer Capital Fund	072-3745-0000	\$250,000	Every Five Years
Total Sources:		\$250,000	

USES		
Activity	Account Number	Cost
Develop Sanitary Sewer Master Plan	072-365-0000-4260	\$250,000
Total Uses:		\$250,000

Project Description: State Requirement. Update the City’s sanitary sewer master plan; last done in 2015. State requires plan to be updated every five years. Plan is also a requirement prior to conduct a utility user fee process.

Schedule: RFP will be sent out once CCTV project has been complete; estimated early 2025.



Title: Sewer Line Replacement Project

Program Years: FY2024-25 & FY2025-26

Project: Pending CIP Approval

SOURCES			
Fund	Account Number	Allocation	
		FY2024-25 Funds	FY2025-26 Funds
Sewer Capital Fund	072-3745-0000	\$1,095,000	\$1,095,000
Total Sources:		\$1,095,000	

USES		
Activity	Account Number	Cost
Design and Specifications	072-365-0000-4260	\$250,000
Construction Management	072-365-0000-4600	\$65,000
Construction	072-365-0000-4600	\$650,000
Contingency (15%)	072-365-0000-4600	\$97,500
On-Call Engineer Review (5%)	072-365-0000-4600	\$32,500
Total Uses:		\$1,095,000

Project Description: Replacement of sewer lines.

Schedule: TBD (If Necessary)

**CITY OF SAN FERNANDO
SUMMARY OF BLANKET PURCHASE ORDERS
FISCAL YEAR 2024-2025
BLANKET ORDER**

VENDOR NAME	NOT TO EXCEED	SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET PURCHASE ORDER
3G SIGNS	50,000	PRINTED FORMS, SIGNS & MATERIALS
ADVANCED AUTO REPAIR	100,000	VEHICLE REPAIR AND BODY WORK
AG LAWNMOWER SHOP	25,000	SMALL EQUIPMENT AND REPAIRS
ALL STAR ELITE SPORTS	25,000	UNIFORMS-RCS SPORTS PROGRAMS
AQUA-METRIC SALES COMPANY	50,000	WATER METERS, FIRE SERVICE MATL'S & LINES
ARROYO BUILDING MATERIAL	25,000	MISC LOCAL HARDWARE SUPPLIES
BADGER METER, INC	100,000	WATER METERS, FIRE SERVICE MATL'S & LINES
CARGILL INCORPORATED	350,000	NSF CERTIFIED BULK SALT FOR THE ION EXCHANGE
CDW GOVERNMENT, INC.	50,000	TECHNOLOGY EQUIPMENT
CLEAN ENERGY	50,000	MAINT. & REPAIRS FOR CNG STATION
COOPER HARDWARE	25,000	MISC SUPPLIES
CORE & MAIN LP	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
DELL MARKETING L.P.	75,000	TECHNOLOGY EQUIPMENT
DOOLEY ENTERPRISES INC	25,000	AMMUNITION
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
FERGUSON WATER WORKS	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
GRAINGER INC	75,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
H & H WHOLESALE PARTS	25,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	25,000	MISC IRRIGATION SUPPLIES
KEYSTONE UNIFORM DEPOT	25,000	POLICE UNIFORMS
MACKAY METERS INC	25,000	PARKING METER PARTS & EQUIP
MCCALLA COMPANY	25,000	LIVESCAN SUPPLIES
NATIONAL READY MIXED CONCRETE COMPANY	25,000	CONCRETE FOR STREETS AND SIDEWALKS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SVC MAINT/REPAIR MATL'S & SUPPLIES
PRO FORCE LAW ENFORCEMENT	25,000	TASERS, HOLSTERS & ACCESSORIES
PROFESSIONAL PRINTING CENTER	50,000	PRINTED FORMS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
ROYAL PAPER CORPORATION	25,000	JANITORIAL SUPPLIES
S & J SUPPLY CO. INC	50,000	FIRE HYDRANT & METER INSTALLATION MATERIALS
SHI INTERNATIONAL CORP	50,000	TECHNOLOGY EQUIPMENT
SUNBURST UNIFORMS	25,000	POLICE UNIFORMS
THE GOODYEAR TIRE & RUBBER CO DBA JUST TIRES	25,000	TIRES FOR CITY FLEET
ULTRA GREENS, INC	25,000	GENERAL LANDSCAPE SUPPLIES & MATERIALS
UNIFORM & ACCESSORIES	25,000	POLICE UNIFORMS
USA BLUE BOOK	25,000	MISC WATER SUPPLIES
VALLEY LOCKSMITH	30,000	LOCKSMITH SUPPLIES & SERVICES
VULCAN MATERIALS COMPANY	30,000	UTILITY TRENCH AND POTHOLE REPAIR
ZUMAR INDUSTRIES INC	75,000	SIGNS AND MATERIALS

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		CITY COUNCIL SUPPORTED					
DEPT	DESCRIPTION	Type	ONGOING	ONE-TIME	TOTAL	NOTES	
City Manager's Office	Marketing Materials (e.g. Pop-up banner, Portable Podium & PA System, Branded Giveaways, Table Cloths, etc.)	One-Time	-	2,000	2,000	Includes Kiosk - community engagement framework	
City Clerk	Update the 2001 Records Retention and Management Schedule	One-Time	-	8,500	8,500	For legal compliance purposes	
City Clerk	Elections Expenses - LA County	One-Time	-	60,000	60,000	Regular consolidated election	
Community Development	New Position: Planning Manager	Ongoing	185,000	-	185,000	To assist with department succession planning	
Community Development	Contract Services: Deputy Building Official/Inspector	Ongoing	-	100,000	100,000	Includes Supplemental Community Development Services (e.g. building, planning, etc.)	
Community Development	Contract Services: Mixed Use Overlay & Objective Design Standards	One-Time	-	150,000	150,000	Extension being requested due to SCAG and REAP Grant Funds On-hold	
Community Development	Post Card Mailing Residential Properties- Citywide	Ongoing	3,500	-	3,500	To support beautification program/community engagement framework	
Administrative Services	IT Managed Services Provider (MSP) Replacement	Ongoing	25,000	-	25,000	Replacement required due to system retirement	
Administrative Services	Financial System Replacement (Implementation)	One-Time	-	100,000	100,000	Replacement required due to system retirement	
Administrative Services	Financial System Replacement (Annual Subscription)	Ongoing	40,000	-	40,000	Replacement required due to system retirement	
Administrative Services	Citywide PC Replacement Program (Year 2)	One-Time	-	25,000	25,000	To complete Citywide hardware replacement for technology updates	
Administrative Services	Tuition Reimbursement	One-Time	-	4,500	4,500	Staffing development pending proper form submittal	
Administrative Services	HR Staff to attend continuing professional education and conferences	Ongoing	5,000	-	5,000	Staffing development pending proper form submittal	
Administrative Services	Reclass Personnel Office Clerk to PT Admin Asst.	Ongoing	5,000	-	5,000	To assist with department succession planning	
Police Department	4x Handheld Ticket Writer	Ongoing	30,000	-	30,000	Leveraging technology to increase efficiency and may generate additional revenue	
Police Department	Position Reclassification: Police Corporal Program (5)	Ongoing	40,000	-	40,000	To assist with department succession planning	
Police Department	E-Subpoena (year 1)	Ongoing	4,000	7,320	11,320	Leverage technology to increase efficiency	
Police Department	Background Investigations (10)	One-Time	-	15,000	15,000	One-time for increased recruitment efforts (e.g. investigations, polygraph, psych, uniforms)	

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		CITY COUNCIL SUPPORTED				
DEPT	DESCRIPTION	Type	ONGOING	ONE-TIME	TOTAL	NOTES
Police Department	POST Training for New Officers	One-Time	-	20,000	20,000	One-time for increased recruitment efforts
Police Department	Ammunition Cost Increase	One-Time	-	10,000	10,000	Includes all ammunition and supplies
Police Department	Tuition Reimbursement	One-Time	-	32,000	32,000	Staffing development pending proper form submittal
Police Department	Overtime: Additional DUI Checkpoints	One-Time	-	8,000	8,000	To conduct additional DUI Checkpoints. Includes Overtime for Staff based on historical average.
Recreation & Comm. Svcs.	New Position: Create Afterschool Teen Program @ Rec Park (1 - Recreation Leader II and 2- Recreation Leaders I)	Ongoing	-	46,750	46,750	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Create new Afterschool Teen Program at Recreation Park (materials and supplies)	One-Time	-	8,000	8,000	Discuss with City Council during Budget Study Sessions
Recreation & Comm. Svcs.	Fully fund All Citywide Special Events	Ongoing	50,000	-	50,000	Overall event costs currently \$169,782. Review for base costs with fundraising to assist covering additional needs.
Recreation & Comm. Svcs.	CPRS Membership & Conference (2-RCS Staff Members)	Ongoing	3,000	-	3,000	To support professional development
Recreation & Comm. Svcs.	BCRC operations and programs supplies	Ongoing	3,000	-	3,000	Recommended in Economic Development Division - Social Services Project Code (BCRC)
Recreation & Comm. Svcs.	Ice machine for Recreation Park	One-Time	-	2,500	2,500	For Community purposes for events and programs use as well as in interim pending HVAC upgrade
Recreation & Comm. Svcs.	Las Palmas Staff Professional Development (e.g. senior forums and wilderness trainings)	Ongoing	1,000	-	1,000	Staffing development pending proper form submittal
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	One-Time	-	37,500	37,500	Commercial Corridor Street Signs with 6 month timeline; additional funding recommended using Traffic Safety Fund
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Graffiti)	Ongoing	40,000	-	40,000	To place emphasis on Graffiti maintenance efforts and will assist with position recruitment and retention
Public Works	Position Reclassification: Convert 2-PT Maintenance Workers to 1-FT (Trees)	Ongoing	40,000	-	40,000	To place emphasis on Tree maintenance efforts and will assist with position recruitment and retention
Public Works	Backhoe Loader	One-Time	-	105,000	105,000	To support Street Maintenance (50% Sewer Fund/50% General Fund)
GENERAL FUND ENHANCEMENT TOTAL:			474,500	742,070	1,216,570	

**CITY OF SAN FERNANDO
SUMMARY OF ENHANCEMENT REQUESTS
FISCAL YEAR 2024-2025**

		CITY COUNCIL SUPPORTED				
DEPT	DESCRIPTION	Type	ONGOING	ONE-TIME	TOTAL	NOTES
Public Works	Citywide Signage Updates (e.g. Parking, Sweeping, Speed Limits, etc.)	One-Time	-	12,500	12,500	Commercial Corridor Street Signs with 6 month timeline; additional funding from General Fund
Community Development	Homeless Outreach Initiatives	One-Time		54,837	54,837	Fund 028 - Measure H Annual County Allocation to support Homeless Outreach initiatives as supplied in workplan to LA County
Police Department	Narcotics Incinerator/Drug Disposal Program	One-Time	-	11,937	11,937	Fund 110 - Operating Grants (Opioid Settlement Funding)
SPECIAL FUND ENHANCEMENT TOTAL:			-	79,274	79,274	
Recreation & Comm. Svcs.	Rec Park Gym Floor Recoating (biannual maintenance)	Ongoing	-	3,300	3,300	Fund 043 - Facility Management Fund
Public Works	New Position: Water System Operator	One-Time	115,000	-	115,000	Fund 070 - Water Fund
Public Works	Purchase 10 Sewer Manholes and Rings	One-Time	-	8,500	8,500	Fund 072 - Sewer Fund
Public Works	Backhoe Loader	One-Time	-	105,000	105,000	50% Sewer Fund/50% General Fund
PROPRIETARY FUNDS ENHANCEMENT TOTAL:			115,000	113,500	228,500	
FY2024-2025 ENHANCEMENT TOTALS:			\$ 589,500	\$ 934,844	\$ 1,524,344	

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

DEPT	FOLLOW-UP	RESPONSE
IT	1. Cybersecurity Training for City Council	City Council along with All Staff will be issued an annual KnowB4 Training by December 2024 in conjunction with IT Policy Updates.
HR	2. Current Employee Vacancy Rate for City vs Best Practice	The City's current vacancy rate for full time positions is currently 4.2% (5 FT Vacancies/119 FT Positions) compared to the industry standard of 3.5% per the US Bureau of Labor Statistics.
FIN	3. Professional Development Investment (Total & By Department)	See Exhibit 1
CDD	4. Agendize Commercial Code Enforcement Policy & Educational Post Card for Future City Council Meeting	This item has been included in the Agenda Forecast for City Council review by September 2024.
RCS	5. Status of FY2023/24 Park Gap Fund, including update on slide installation at Rec Park	See Exhibit 1
RCS	6. Information on why 5K and Dia De La Muertos were originally combined and costs/dates for separating events;	See Exhibit 1
RCS	7. Survey if Afterschool Program duplicate from existing LAUSD programs and interest.	Staff contacted LAUSD and although there are activities through their Beyond the Bell afterschool program, the programs are different and would complement each other.
PD	8. Information on allowable uses of Opioid Settlement Funding, including youth programming	See Exhibit 1
PD	9. Status of Substance Abuse and Mental Health Services Administration (SAMHSA) Grant implementation	Staff has been in communications with the granting agency for purchasing guidelines and will be returning to City Council in July with professional service agreement awards associated with grant implementation.
PW	10. Update on Signage and outreach plan for the Cindy Montañez Natural Park	Public Works to include updates during May 28th Budget Study Session Presentation
PW	11. Discussion of process on fixing facilities for parks, including signage, restrooms, graffiti removal and sidewalk dip at Las Palmas Park.	Public Works to include updates during May 28th Budget Study Session Presentation
PW	12. Drainage/flooding. What are the known areas of flooding in the City? What can we do to address those areas? Please be sure to get exact locations from PW staff.	See attached list (Exhibit 2) of Flood Watch Locations Trouble of "Hot Spots" and Rain Storm Watch Procedures (Exhibit 3).

ATTACHMENT “C”
2024-2025 Budget Study Sessions - City Council Meeting Recap

PW	13. How many trees have we received/purchased through Republic Services?	<p>The current agreement with Republic Services states that in celebration of Earth Day (or on Arbor Day depending on the City’s preference) Republic will donate 100 Oak trees grown at Sunshine Canyon Landfill to the City. This donation obligation, however, has only been met historically on an as-requested basis. To-date, staff requested ~60 trees which were fulfilled though with trees not meeting the City’s specificity.</p> <p>In FY2022-2023, Staff requested if Republic Services would instead amend the contractual terms to provide funding to the City towards the tree purchase of trees to satisfy the agreement. While verbally authorized, transition in the Republic’s staffing stalled the formalization of this agreement, which is yet pending.</p>
PW	14. How many vacant tree wells do we have? How many trees need to be purchased to fill those tree wells?	<p>A total of 61 trees are need to fill all the vacant tree wells. There are 31 vacant tree wells on Maclay, 10 vacant tree well surrounding Rydell Car Dealership Area (Truman/Kittridge/Wolfskill intersections) and approximately 20 scattered around the downtown area.</p>
PW	15. Do we still have a list of residents that have requested trees in their parkway?	<p>There are 10 open work order for tree planting request by residents.</p>
PW	16. Stump Removal. Do we have a current inventory of stumps? Please provide a plan and timeline for removing those tree stumps.	<p>The Department maintains an inventory of stumps, dead and stressed Trees. Approximately 200 stumps are in this inventory. The Department has rented a stump grinder on a few occasions and has been successful in removing 10 to 15 stumps during each rental.</p> <p>As a possible stump removal plan for the remaining 200 stumps, the department, over the course of the next fiscal year would rent the stump grinder approximately 20 times at a cost of approximately \$8,000 and remove 10 to 15 stumps per rental. Sufficient funds are included within existing operational budget for this effort.</p>
PW	17. PW needs to prepare graffiti discussion as a stand-alone agenda item to discuss standard operating procedures. What is the timeline for taking that to City Council?	<p>The Department will return to Council by October 2024 with a stand-alone informational staff report on graffiti and graffiti removal.</p>

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

PW	18. What is the plan to fix potholes? Councilmember Fajardo requested this information before the budget is voted on.	Potholes are a seasonal issue usually during the rainy season. Trouble areas include Second Street, Truman @ Workman and parts of Hubbard Ave. If additional FT staff request is approved, the Department will have the resources to address this need.
PW	19. Provide the process/timeline for purchasing the Las Palmas HVAC system. Again, this will need to go back to City Council to award the contract to purchase the equipment and labor. Please provide a date that this will go to City Council for review/approval.	We will be proposing to use a SourceWell cooperative purchasing agreement and will return back to Council by August for review and approval of the agreement.
PW	20. Provide a timeline for going back to City Council with the Precision Concrete analysis and the proposed plan for sidewalks.	The City is in the process of issuing a purchase order for the inspection and estimate for Tree Grid "G" as a pilot program. Staff is in communication with Precision Concrete as to when the inspection of the 20 miles of sidewalk will start the inspection and report is expected to take 10 days to complete once the work gets started. Staff anticipates services will be schedule to complete in July with the aim to return to return to City Council by September to discuss expanding the program Citywide, if successful.
PW	21. Signage: How many of the priority/condition 1's and 2's can be replaced with \$50,000?	<p>After further evaluation of the priority signage condition report, this report only identifies Street Sweeping Signs. Of which, alternative Special Funds (e.g. Measure W) can be used. The Department, in turn, would opt to use a different strategy initially replacing (1) Wayfinding Signs followed by (2) Warning and Regulatory Signage.</p> <p>The Wayfinding Signs cost approximately \$250 each. Staff would need to conduct a secondary inventory to identify all signage but estimates approximately 50 signs for replacement at a total of \$12,500.</p> <p>Warning and Regulatory Signs (i.e. stop signs, cross walk signs, do not enter and speed limit, etc.) are approximately \$100 each. Staff proposes using the remaining \$37,500 to replace about 375 signs.</p>

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2024-2025 Budget Study Sessions - City Council Meeting Recap

		<p>A number of the City’s overhead mast arm signs will be replaced through the HSIP Traffic Signal Improvement Capital Project, which was awarded on February 20, 2024 and is scheduled for completion in November 2024.</p>
<p>PW</p>	<p>22. Bike Path Safety. City Council directed staff to use LLAD funds last year to upgrade the lighting on the bike path. What is the status?</p>	<p>Funding has been carried over from the prior fiscal year. The Department is developing a strategy for replacing the lighting while enhancing security because the area is prone to vandalism and theft.</p>
<p>PW</p>	<p>23. Have we ever contracted with a company to manage graffiti abatement? Pros and cons based on that experience?</p>	<p>The City used a company named <u>Graffiti Busters</u> previously (before the Great Recession). The City’s experience with outsourcing this service is outlined below:</p> <p>Pros:</p> <ol style="list-style-type: none"> 1. Expertise: Contractors specialized in graffiti removal have the knowledge, experience, and proper equipment to effectively remove graffiti without damaging the underlying surface. 2. Time-saving: Hiring a contractor can save you time and effort, as they can quickly address the graffiti issue and restore the affected area. 3. Cost-effective: While there is a cost associated with hiring a contractor, it can be more cost-effective than attempting to remove graffiti on your own, especially if you consider potential damage that could occur. <p>Cons:</p> <ol style="list-style-type: none"> 1. Cost: Hiring a contractor for graffiti abatement can be expensive, especially for recurring graffiti incidents. 2. Availability: Depending on the contractor's schedule, there may be a waiting period before they can address the graffiti, which can be frustrating if you need it removed quickly. 3. Quality of work: Not all contractors may provide the same level of quality in graffiti removal, so it's important to do your research and choose a reputable contractor.

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

FIN	<p>24. City's Healthcare Liability: How much does the City save for every \$1 invested through Section 115 Trust? How much time would it take to pay down City's liability with continued Section 115 Trust investment?</p>	<p>Staff has coordinated with the City's Section 115 vendor for this analysis (See Exhibit 4). To summarize, while the value of the \$1 is based on market rates. If the City were not to make any contributions to the Section 115, it could take up to 73 years to reduce the current balance at a low-end market growth rate of 5%. Alternatively, if the City were to continue to contribute \$500,000 per year for the Section 115, the time could be reduced to a maximum of 30 years at the same market rate.</p>
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2024-2025 Budget Study Sessions – City Council Meetings Recap

c. Professional Development Investment

DEPARTMENT	FTE	PROF. DEV BASE BUDGET	PROF DEV ENHANCE- MENT REQUESTS	TUITION ENHANCE- MENT REQUESTS	TOTAL W/ ENHANCE- MENT REQUESTS	AVERAGE AMOUNT PER EMPLOYEE
City Council	5.00	28,500	-	-	28,500	5,700
City Manager's Office	4.00	22,020	-	-	22,020	5,505
City Clerk	2.00	8,100	-	-	8,100	4,050
Administrative Services	11.00	18,150	5,000	4,500	27,650	2,514
Comm. Development	8.00	23,238	-	-	23,238	2,905
Police	51.00	54,775	20,000	32,000	106,775	2,094
Public Works	33.00	38,377	-	-	38,377	1,163
Rec. & Comm. Services	10.00	6,220	4,000	-	10,220	1,022
TOTALS:	124.00	\$199,380	\$29,000	\$36,500	\$264,880	\$2,136

e. Status of 2023-2024 Park Gap Funding:

DESCRIPTION	BUDGET	SPENT	BALANCE	NOTES
Repair Rec Park Slide	13,850	0	13,850	Staff was able to safely remove the damaged slide and reconfigure the play apparatus. There are two existing slides on the play apparatus (see attached photos). Staff recommends that the savings from reconfiguring the play apparatus instead of replacing it be used for playground bridge repair. Public works and Recreation staff currently working on finalizing specifications and cost estimates.
Replace Basketball Rim	7,510	0	7,510	Estimates pending.
Las Palmas Park Elevator	2,000	0	2,000	Staff looking to completely replace the elevator and other potential alternatives in lieu of the elevator, such as a ramp. Parts are no longer for sale for the existing elevator, therefore the recommendation of complete replacement. Recreation staff are working in conjunction with Public Works in getting quotes on the complete replacement.
Traffic Control for SF Valley Mile	20,000	469	19,531	Staff was able to secure sufficient sponsorship funds to cover most event costs.
Increase MMAP Match	8,000	0	8,000	The City applied for \$20,000 through the California's Art Council and was only awarded \$18,000. Therefore, the \$2,000 in gap funding will cover apparel, office supplies and educational materials for the program.
Totals:	\$51,360	\$469	\$50,891	

Photos of Play Apparatus (As of May 23, 2024):

Area where play apparatus was reconfigured



Photos of Play Apparatus – Bridge (*As of May 23, 2024*):



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f. Information on why San Fernando Valley Mile (SFVM) and Day of the Dead (DOD) were originally combined and costs/dates for separating events:

- [History of Events and Rationale for Combining:](#) The 5K Race and Family Relay typically took place in September but due to warmer weather, they continued to be postponed annually, eventually coinciding with the Day of the Dead (DOD) Event. During a transition period between Directors in 2016-2017, the staff proposed merging both events to infuse a thematic element into the 5K race, boost participation, and streamline event planning.

Since both the 5K and DOD events were previously held at Rec Park, combining them proved more efficient given the venue's suitability for hosting both simultaneously. In 2021, only the DOD event was held due to the gradual reintroduction of programming post-pandemic and staff restructuring.

In 2022, post-pandemic, Dr. Loy suggested transforming the race from a 5K to a 1-mile run, akin to New York's "Miracle Mile," and relocating it from Rec Park to Maclay for logistical advantages, providing a direct route from the City arch to the civic center. The proposal was preferable in the first year due to Rec Park's closure for the capital infiltration project.

The SFV Mile event was greenlit due to the partnership with CSUN and their ability to secure a title sponsor (\$40,000 – Anthem). Since Dr. Loy's retirement, the CSUN staff overseeing SFVM, the university opted not to fill his position, resulting in the loss of 3Wins' faculty advisor. Consequently, in December 2023, the program was absorbed, albeit operating at reduced capacity, limited to SF exclusively.

2024-2025 Budget Study Sessions – City Council Meetings Recap

While the DOD event in the Maclay parking lot has been managed effectively by staff, it's worth mentioning that using County lots incurs fees, unlike the free park setting, which better suits the style of the cultural festival. Staff can provide further details upon request.

- Proposed Event Dates: If events were separated, the San Fernando Valley Mile Run would take place on Saturday, October 26th and the Day of the Dead event on Saturday, November 2nd.
- Proposed Event Costs: Nominal savings would be achieved if the events are separated.
 - Day of the Dead & SFVM Events Together: Total Cost = \$57,572 (DOD = \$17,153 & SFVM = \$40,418)
 - Separate Events: \$56,390 (DOD = \$14,400 & SFVM = \$42,250). When separated, pre-staging the day prior is not required and in turn, a light tower rental is unneeded. Also, there is less spending required for supplies for Day of the Dead Event. The event can also be relocated to Recreation Park, which would relieve rental costs for the current parking lot where the event has been held to be in closer proximity to the SFVM.

h. Information on allowable uses of Opioid Settlement Funding Including Youth Programming:

On December 6, 2021, City Council adopted a resolution authorizing the execution of settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals. Original estimates for total settlements amounts to be distributed to subdivisions was approximately \$2.19B of which the City was projected receive approximately \$230,000 in under these settlement agreements over a seven year period.

Settlements between California State Subdivisions have been reached with Distributors, J&J, Teva, Allergan, CVS, Walgreens, and Walmart. The City has received payments totaling \$35,973.45 to-date.

The Proposed Budget for Fiscal Year 2024-2025 includes a recommendation of \$11,937 to be used for a drug take back/disposal program to purchase a narcotics incinerator. The purchase of the incinerator will result in cost savings because currently, when narcotics are destroyed, a caravan requiring multiple officers to escort the seized property to the City of Long Beach is required. However, the City of Long Beach's incinerator has since closed which has caused the City and other Los Angeles County agencies to no longer have a viable alternative to destroy seized narcotics.

Settlement funds are intended to be used for future remediation of the opioid crisis, and efforts should be focused on community-based public health approaches to prevention, treatment, recovery, and/or harm reduction. More details regarding allowable uses are outlined in the

2024-2025 Budget Study Sessions – City Council Meetings Recap

[attached California Department of Health Care Services Law Enforcement Expenses with Opioid Settlement Funds Fact Sheet \(April 2024\).](#)

Trouble or “Hot Spots”

On a weekly basis (Thursdays) the City of San Fernando Street Division performs preventative maintenance of “hot spots.” Maintenance of these 2,270 feet of sewer is conducted by using a 2500 psi high pressure sewer jet cleaning machine. The increased attention prevents the occurrence of blockages and overflows. Below is a list of the nine locations where preventative maintenance is conducted.

LOCATION				
From			To	
MH #	Street		MH#	Street
1301	First Street		1302	First Street
1301	First Street		1302	First Street
1501	First Street		1530	First Street
1000	S. Brand Blvd		1030	Alley off of S Brand
1000	Coronel		1030	Coronel
1000	Hollister		1030	Hollister
1000	O'Melveny		1030	O'Melveny
805	Chatsworth		813	Chatsworth
805	Chatsworth			SF Elementary

**City of San Fernando - Public Works Department
Rain Storm Watch Procedures
(After Hours - Standby)**

When assigned Rain Storm Watch Standby duties, respond to callouts from the PD and others. Address the reported issue, then for the remaining 2-hour O.T. minimum callout, perform a patrol of storm drains and know trouble spots (Flood Watch Locations) listed below:

Flood Watch Locations:

1. **Maclay Avenue**, Truman to Eighth Street (trouble spots: surface drains 5th and Maclay east side, 3rd and Maclay west side, 4th and Maclay west side.)
Monitor for water rising over curbs; monitor Fourth Street west of Maclay Ave.
2. **Brand Blvd** at San Fernando Rd, NW corner
Watch for flooding, especially into restaurants or photography shops
3. **Newton Street** at Eighth Street (divert water with sand bags on the north side of 8th east side of Newton at top of hill driveway approach into wash.)
Storm drain at end of Newton Street – cul-de-sac may overflow in heavy rains
4. **Workman Street**, south of Truman
Beginning at Celis Street and all E/W streets south of Celis – locations in the 1400 blocks (sections west of Workman Street) are prone to flooding
5. **837 Griswold** (residence) only during heavy storm.
6. **561 and 563 San Fernando Mission** (business locations).
7. **Inspect storm drain access lids** on Glenoaks, Hager east to Pacoima Wash, east bound traffic lane. Lids may blow off due to water & air pressure, becoming a traffic hazard.
8. **Park Avenue** between First and Fourth Streets – inspect storm drains and surface drains.

Response:

1. Monitor and clear storm drains and surface of obstructions, as needed.
2. Use sandbags to divert flood water
3. Use sump pumps
4. Call for additional assistance, if needed

Watch Duties:

1. Patrol flood watch locations.



Portfolio (as of 6/3/2024)	\$ 1,096,289	Current Allocation	50% Equity / 50% Fixed Income
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Portfolio Projections	10 Years	20 Years	30 Years	Years to Defeasance
No Contributions, 5% Growth	\$ 1,785,739	\$ 2,908,781	\$ 4,738,098	73 (2097)
No Contributions, 6% Growth	\$ 1,963,287	\$ 3,515,947	\$ 6,296,526	61 (2085)
No Contributions, 7% Growth	\$ 2,156,566	\$ 4,242,293	\$ 8,345,231	52 (2076)
\$500K Annual Contributions				
\$500K Annual Contribution, 5% Growth	\$ 8,074,686	\$ 19,441,758	\$ 37,957,522	30 (2054)
\$500K Annual Contribution, 6% Growth	\$ 8,553,684	\$ 21,908,743	\$ 45,825,619	27 (2051)
\$500K Annual Contribution, 7% Growth	\$ 9,064,790	\$ 24,740,039	\$ 55,575,625	25 (2049)

Year	No Contributions			\$500K Annual Contributions		
	5% Growth	6% Growth	7% Growth	5% Growth	6% Growth	7% Growth
1	\$ 1,151,103	\$ 1,162,066	\$ 1,173,029	\$ 1,651,103	\$ 1,662,066	\$ 1,673,029
2	\$ 1,208,659	\$ 1,231,790	\$ 1,255,141	\$ 2,233,659	\$ 2,261,790	\$ 2,290,141
3	\$ 1,269,092	\$ 1,305,698	\$ 1,343,001	\$ 2,845,342	\$ 2,897,498	\$ 2,950,451
4	\$ 1,332,546	\$ 1,384,040	\$ 1,437,011	\$ 3,487,609	\$ 3,571,348	\$ 3,656,983
5	\$ 1,399,173	\$ 1,467,082	\$ 1,537,602	\$ 4,161,989	\$ 4,285,628	\$ 4,412,972
6	\$ 1,469,132	\$ 1,555,107	\$ 1,645,234	\$ 4,870,089	\$ 5,042,766	\$ 5,221,880
7	\$ 1,542,589	\$ 1,648,413	\$ 1,760,401	\$ 5,613,593	\$ 5,845,332	\$ 6,087,411
8	\$ 1,619,718	\$ 1,747,318	\$ 1,883,629	\$ 6,394,273	\$ 6,696,052	\$ 7,013,530
9	\$ 1,700,704	\$ 1,852,157	\$ 2,015,483	\$ 7,213,986	\$ 7,597,815	\$ 8,004,477
10	\$ 1,785,739	\$ 1,963,287	\$ 2,156,566	\$ 8,074,686	\$ 8,553,684	\$ 9,064,790
11	\$ 1,875,026	\$ 2,081,084	\$ 2,307,526	\$ 8,978,420	\$ 9,566,905	\$ 10,199,326
12	\$ 1,968,778	\$ 2,205,949	\$ 2,469,053	\$ 9,927,341	\$ 10,640,919	\$ 11,413,279
13	\$ 2,067,216	\$ 2,338,306	\$ 2,641,887	\$ 10,923,708	\$ 11,779,375	\$ 12,712,208
14	\$ 2,170,577	\$ 2,478,604	\$ 2,826,819	\$ 11,969,893	\$ 12,986,137	\$ 14,102,063
15	\$ 2,279,106	\$ 2,627,320	\$ 3,024,696	\$ 13,068,388	\$ 14,265,305	\$ 15,589,207
16	\$ 2,393,061	\$ 2,784,960	\$ 3,236,425	\$ 14,221,807	\$ 15,621,224	\$ 17,180,451
17	\$ 2,512,714	\$ 2,952,057	\$ 3,462,974	\$ 15,432,898	\$ 17,058,497	\$ 18,883,083
18	\$ 2,638,350	\$ 3,129,181	\$ 3,705,383	\$ 16,704,543	\$ 18,582,007	\$ 20,704,899
19	\$ 2,770,268	\$ 3,316,931	\$ 3,964,759	\$ 18,039,770	\$ 20,196,927	\$ 22,654,242
20	\$ 2,908,781	\$ 3,515,947	\$ 4,242,293	\$ 19,441,758	\$ 21,908,743	\$ 24,740,039
21	\$ 3,054,220	\$ 3,726,904	\$ 4,539,253	\$ 20,913,846	\$ 23,723,268	\$ 26,971,841
22	\$ 3,206,931	\$ 3,950,518	\$ 4,857,001	\$ 22,459,538	\$ 25,646,664	\$ 29,359,870
23	\$ 3,367,278	\$ 4,187,550	\$ 5,196,991	\$ 24,082,515	\$ 27,685,463	\$ 31,915,061
24	\$ 3,535,642	\$ 4,438,803	\$ 5,560,780	\$ 25,786,641	\$ 29,846,591	\$ 34,649,115
25	\$ 3,712,424	\$ 4,705,131	\$ 5,950,035	\$ 27,575,973	\$ 32,137,387	\$ 37,574,554
26	\$ 3,898,045	\$ 4,987,438	\$ 6,366,537	\$ 29,454,772	\$ 34,565,630	\$ 40,704,772
27	\$ 4,092,947	\$ 5,286,685	\$ 6,812,195	\$ 31,427,510	\$ 37,139,568	\$ 44,054,106
28	\$ 4,297,594	\$ 5,603,886	\$ 7,289,048	\$ 33,498,886	\$ 39,867,942	\$ 47,637,894
29	\$ 4,512,474	\$ 5,940,119	\$ 7,799,282	\$ 35,673,830	\$ 42,760,018	\$ 51,472,546
30	\$ 4,738,098	\$ 6,296,526	\$ 8,345,231	\$ 37,957,522	\$ 45,825,619	\$ 55,575,625
31	\$ 4,975,003	\$ 6,674,318	\$ 8,929,398	\$ 40,355,398	\$ 49,075,156	\$ 59,965,918
32	\$ 5,223,753	\$ 7,074,777	\$ 9,554,456	\$ 42,873,168	\$ 52,519,666	\$ 64,663,533
33	\$ 5,484,941	\$ 7,499,263	\$ 10,223,267	\$ 45,516,826	\$ 56,170,846	\$ 69,689,980
34	\$ 5,759,188	\$ 7,949,219	\$ 10,938,896	\$ 48,292,667	\$ 60,041,097	\$ 75,068,279
35	\$ 6,047,147	\$ 8,426,172	\$ 11,704,619	\$ 51,207,301	\$ 64,143,562	\$ 80,823,058
36	\$ 6,349,504	\$ 8,931,743	\$ 12,523,942	\$ 54,267,666	\$ 68,492,176	\$ 86,980,672
37	\$ 6,666,980	\$ 9,467,647	\$ 13,400,618	\$ 57,481,049	\$ 73,101,707	\$ 93,569,319
38	\$ 7,000,329	\$ 10,035,706	\$ 14,338,661	\$ 60,855,101	\$ 77,987,809	\$ 100,619,171
39	\$ 7,350,345	\$ 10,637,849	\$ 15,342,368	\$ 64,397,856	\$ 83,167,078	\$ 108,162,513
40	\$ 7,717,862	\$ 11,276,119	\$ 16,416,333	\$ 68,117,749	\$ 88,657,102	\$ 116,233,889



Portfolio (as of 6/3/2024)	\$ 1,096,289	Current Allocation	50% Equity / 50% Fixed Income
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Year	No Contributions			\$500K Annual Contributions		
	5% Growth	6% Growth	7% Growth	5% Growth	6% Growth	7% Growth
41	\$ 8,103,755	\$ 11,952,687	\$ 17,565,477	\$ 72,023,637	\$ 94,476,528	\$ 124,870,262
42	\$ 8,508,943	\$ 12,669,848	\$ 18,795,060	\$ 76,124,819	\$ 100,645,120	\$ 134,111,180
43	\$ 8,934,390	\$ 13,430,039	\$ 20,110,714	\$ 80,431,060	\$ 107,183,827	\$ 143,998,963
44	\$ 9,381,110	\$ 14,235,841	\$ 21,518,464	\$ 84,952,613	\$ 114,114,857	\$ 154,578,890
45	\$ 9,850,165	\$ 15,089,991	\$ 23,024,757	\$ 89,700,243	\$ 121,461,748	\$ 165,899,412
46	\$ 10,342,673	\$ 15,995,391	\$ 24,636,490	\$ 94,685,255	\$ 129,249,453	\$ 178,012,371
47	\$ 10,859,807	\$ 16,955,114	\$ 26,361,044	\$ 99,919,518	\$ 137,504,420	\$ 190,973,237
48	\$ 11,402,797	\$ 17,972,421	\$ 28,206,317	\$ 105,415,494	\$ 146,254,686	\$ 204,841,364
49	\$ 11,972,937	\$ 19,050,767	\$ 30,180,759	\$ 111,186,269	\$ 155,529,967	\$ 219,680,259
50	\$ 12,571,584	\$ 20,193,813	\$ 32,293,413	\$ 117,245,582	\$ 165,361,765	\$ 235,557,877
51	\$ 13,200,163	\$ 21,405,441	\$ 34,553,951	\$ 123,607,861	\$ 175,783,471	\$ 252,546,929
52	\$ 13,860,172	\$ 22,689,768	\$ 36,972,728	\$ 130,288,254	\$ 186,830,479	\$ 270,725,214
53	\$ 14,553,180	\$ 24,051,154	\$ 39,560,819	\$ 137,302,667	\$ 198,540,308	\$ 290,175,979
54	\$ 15,280,839	\$ 25,494,223	\$ 42,330,076	\$ 144,667,800	\$ 210,952,726	\$ 310,988,297
55	\$ 16,044,881	\$ 27,023,876	\$ 45,293,182	\$ 152,401,190	\$ 224,109,890	\$ 333,257,478
56	\$ 16,847,125	\$ 28,645,309	\$ 48,463,704	\$ 160,521,250	\$ 238,056,483	\$ 357,085,501
57	\$ 17,689,482	\$ 30,364,028	\$ 51,856,164	\$ 169,047,312	\$ 252,839,872	\$ 382,581,487
58	\$ 18,573,956	\$ 32,185,869	\$ 55,486,095	\$ 177,999,678	\$ 268,510,264	\$ 409,862,191
59	\$ 19,502,653	\$ 34,117,021	\$ 59,370,122	\$ 187,399,662	\$ 285,120,880	\$ 439,052,544
60	\$ 20,477,786	\$ 36,164,043	\$ 63,526,030	\$ 197,269,645	\$ 302,728,133	\$ 470,286,222
61	\$ 21,501,675	\$ 38,333,885	\$ 67,972,852	\$ 207,633,127	\$ 321,391,821	\$ 503,706,258
62	\$ 22,576,759	\$ 40,633,918	\$ 72,730,952	\$ 218,514,784	\$ 341,175,330	\$ 539,465,696
63	\$ 23,705,597	\$ 43,071,953	\$ 77,822,119	\$ 229,940,523	\$ 362,145,850	\$ 577,728,294
64	\$ 24,890,877	\$ 45,656,271	\$ 83,269,667	\$ 241,937,549	\$ 384,374,601	\$ 618,669,275
65	\$ 26,135,421	\$ 48,395,647	\$ 89,098,544	\$ 254,534,426	\$ 407,937,077	\$ 662,476,124
66	\$ 27,442,192	\$ 51,299,386	\$ 95,335,442	\$ 267,761,148	\$ 432,913,302	\$ 709,349,453
67	\$ 28,814,301	\$ 54,377,349	\$ 102,008,923	\$ 281,649,205	\$ 459,388,100	\$ 759,503,914
68	\$ 30,255,016	\$ 57,639,990	\$ 109,149,547	\$ 296,231,665	\$ 487,451,386	\$ 813,169,188
69	\$ 31,767,767	\$ 61,098,389	\$ 116,790,016	\$ 311,543,249	\$ 517,198,469	\$ 870,591,032
70	\$ 33,356,156	\$ 64,764,292	\$ 124,965,317	\$ 327,620,411	\$ 548,730,377	\$ 932,032,404
71	\$ 35,023,963	\$ 68,650,150	\$ 133,712,889	\$ 344,501,432	\$ 582,154,200	\$ 997,774,672
72	\$ 36,775,162	\$ 72,769,159	\$ 143,072,791	\$ 362,226,503	\$ 617,583,452	\$ 1,068,118,899
73	\$ 38,613,920	\$ 77,135,309	\$ 153,087,887	\$ 380,837,828	\$ 655,138,459	\$ 1,143,387,222
74	\$ 40,544,616	\$ 81,763,427	\$ 163,804,039	\$ 400,379,720	\$ 694,946,767	\$ 1,223,924,328
75	\$ 42,571,846	\$ 86,669,233	\$ 175,270,321	\$ 420,898,706	\$ 737,143,573	\$ 1,310,099,031

*The projections above are provided upon the clients request, are hypothetical and not guaranteed. Actual portfolio performance will vary and may be higher or lower than the 5%, 6%, and 7% annual growth shown thus affecting values accordingly. The values assume no change in the portfolio allocation over time. Future projections will be provided to client upon clients request. Historical market performance is not a guarantee of future performance. The projections above are not to be construed as investment advice.

RESOLUTION NO. 8319

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AUTHORIZING THE TEMPORARY EXTENSION OF THE FISCAL
YEAR 2023-2024 BUDGET PENDING FINAL APPROVAL OF THE FISCAL
YEAR 2024-2025 BUDGET**

WHEREAS, Section 2-646 of the San Fernando City Code states, "The fiscal year shall begin on July 1 of each year and shall end on June 30 of the following year"; and

WHEREAS, Section 2-648 states, in part, "...City Council shall further consider the proposed budget and make any revisions it may deem necessary, and on or before July 20 it shall, by resolution, adopt the budget by the affirmative votes of at least three members..."; and

WHEREAS, Section 2-649 states, in part, "...All appropriations unexpended or unencumbered at the end of the fiscal year shall expire..."; and

WHEREAS, City of San Fernando staff is in the process of finalizing a proposed Fiscal Year 2016-2017 budget for review and approval by the San Fernando City Council ("City Council"); and

WHEREAS, until the Fiscal Year 2024-2025 budget is adopted, the City desires to continue making payments in a timely manner with proper authorization in place; and

WHEREAS, it is necessary for the City of San Fernando ("City") to continue its necessary and normal operations and to pay for necessary purchases and services during the interim period between the effective date of this resolution and the final adoption of a Fiscal Year 2024-2025 budget by or before July 20, 2024; and

WHEREAS, the City Council has a properly approved budget for Fiscal Year 2023-2024.

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

SECTION 1. The City Council hereby continues the Fiscal Year 2023-2024 budget pending adoption of the Fiscal Year 2024-2025 budget by or before July 20, 2024. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditure for new programs or projects except as a continuation of those authorized in the Fiscal Year 2023-2024 budget.

SECTION 2. The City Manager is hereby authorized to make normal and necessary expenditures as is may be necessary to keep the City in continuous operation between the date of this Resolution and the adoption of the Fiscal Year 2024-2025 budget by or before July 20, 2024.

SECTION 3: The Mayor or presiding officer of the City Council is hereby authorized to execute this resolution indicating its adoption by the City Council.

SECTION 4: 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 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8319 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: July 1, 2024

Subject: A Continued Public Hearing to Consider Adopting an Ordinance Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for the first reading, in title only, and waive further reading of Ordinance No. 1726 (Attachment "A") titled, "An ordinance of the City Council of the City of San Fernando, California, approving an amendment to the San Fernando Municipal Code (SFMC) Chapter 74, adding Article VII, to prohibit unlawful encampments and storing of personal property on public property within the City limits of San Fernando."

BACKGROUND:

1. On September 4, 2018, the landmark *Martin v. City of Boise* decision was issued by the 9th Circuit Court profoundly impacting how cities addressed removing unhoused people and encampments from public spaces. The Court's decision requires that governmental entities provide adequate shelter alternatives and support services prior to enforcing ordinances that would remove unhoused people and encampments from public spaces.
2. On September 6, 2022, City Council adopted the Homeless Action Plan, which, among other actions, sets three priorities to 1) Develop the City's Capacity to Better Prevent and End Homelessness, 2) Support the Service Needs of People Experiencing Unsheltered Homelessness, and 3) Focus on Root Causes to Prevent Homelessness.
3. On April 17, 2023, City Council approved a Professional Services Agreement with North Valley Caring Services to provide street outreach for individuals experiencing homelessness, which

A Continued Public Hearing to Consider Adopting an Ordinance Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando

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includes providing information, support and referrals for emergency shelters, transitional housing, permanent supportive rehousing, and rapid re-housing programs.

4. On November 6, 2023, City Council approved a Memorandum of Understanding with Home Again Los Angeles to provide homeless prevention programs, housing programs, and one-on-one case management for San Fernando residents to meet their housing goals.
5. On May 1, 2024, the City entered into an agreement with “Community Bridge Housing Corporation” (Attachment “B” – Contract No. 2221) to provide people experiencing homelessness temporary housing, meeting the adequate shelter requirements of the *Martin v. City of Boise* decision.
6. On June 28, 2024, the United State Supreme Court published an opinion, *City of Grants Pass v. Johnson* 72 F. 4th 868 acknowledging that the causes of homelessness are many and varied and that cities should have the ability to use a variety tools to address its challenges, including the ability to criminally enforce where other less punitive efforts have failed.

ANALYSIS:

The purpose of a municipal camping ordinance is to regulate the use of public spaces to maintain public health, safety, and order. Municipal camping ordinances typically aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as fires, accidents, and criminal activity. They maintain public health by addressing health concerns related to unsanitary conditions that may arise from long-term camping, such as the improper disposal of waste, which can lead to the spread of diseases. Camping ordinances preserve public spaces by protecting the intended use of public areas like parks, sidewalks, and recreational areas. Lastly, camping ordinances support urban aesthetics by maintaining the cleanliness and aesthetic appeal of urban areas while protecting property rights by ensuring that public spaces are used in ways that respect the rights of community members.

In 2022, the Police Department handled approximately 662 incidents involving unhoused individuals in the City. Of those 662 incidents, approximately 71 involved at least one unhoused person setting up a semi-permanent encampment on public or private spaces in the City. In 2023, the Police Department handled approximately 427 incidents involving unhoused individuals in the City, with 88 involving at least one unhoused person setting up a semi-permanent encampment on private or public spaces in the City.

As part of its comprehensive effort to assist the unhoused in the City, the City entered into a one-year Agreement with Community Bridge Housing Corporation to provide temporary housing services for unhoused individuals in the City. Under this Agreement, Community Bridge Housing

A Continued Public Hearing to Consider Adopting an Ordinance Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando

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is required to maintain enough beds to accommodate the estimated number of unhoused Eligible Persons within the City, as calculated annually by the Los Angeles Homeless Services Authority (LAHSA). An "Eligible Person" is defined as anyone 18 years or older within the City of San Fernando, lacking permanent housing, experiencing homelessness, at imminent risk of becoming homeless, or otherwise displaced.

Each eligible person admitted to the facility is assigned a bed and has full access to the following amenities:

- Bed and bedding, including daily laundering
- Laundry service for clothes
- Showers, toilets, and associated facilities
- Sleeping rooms, which may be shared with others
- Changing areas and areas for privacy
- Daily meal service (breakfast, lunch, and dinner)
- Phone and WiFi access
- Areas for recreation and socialization

These services aim to provide stability and support, helping individuals on their path toward permanent housing and improved well-being.

The proposed Ordinance (Attachment "A"), in conjunction with its agreement with Community Bridge Housing, aims to allow the City to establish clear, enforceable guidelines for the use of public spaces, particularly concerning camping and storage of personal property on public areas. This Ordinance is designed to balance the needs of all community members; ensuring public spaces remain safe, clean, and accessible while also providing compassionate and lawful responses to individuals experiencing homelessness.

The proposed Ordinance (Attachment "A") includes several critical components including:

- The definition of unlawful camping,
- Guidelines and limitations that establish the parameters for unauthorized encampments on public property,
- Enforcement mechanisms, and
- Abatement process.

As part of the enforcement mechanisms, the Police Department will coordinate efforts with the Community Development Department to ensure proper notification and resource offering occurs before any enforcement action. This collaboration involves personnel from both departments interacting with members of the encampment, providing them with resource materials,

A Continued Public Hearing to Consider Adopting an Ordinance Approving an Amendment to the San Fernando Municipal Code, Adding Article VII of Chapter 74 to Prohibit Encampments and Storage of Personal Property in Public Places within the City limits of San Fernando

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temporary shelter options, and other services. This approach ensures that all individuals affected by enforcement actions are fully aware of their opportunities and support options.

The proposed Ordinance (Attachment "A") would include making it unlawful for any person to:

- Camp in or upon any public property, unless specifically authorized by the City, and
- For any person to camp or to have unauthorized encampments.

BUDGET IMPACT:

There are no cost associated with the adoption of this proposed ordinance. Funding for the temporary shelter agreement with Community Bridge Housing is funded from Fund 028 (Measure H), which has been incorporated into the Fiscal Year 2024-2025 Proposed Budget.

CONCLUSION:

Staff recommends that the City Council conduct a public hearing, and pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1726 (Attachment "A"), "An Ordinance of the City Council of the City of San Fernando, California, approving an amendment to the San Fernando Municipal Code Chapter 74, adding Article VII, to prohibit encampments and storage of personal property in public spaces within the City limits of San Fernando.

ATTACHMENTS:

- A. Ordinance No. 1726
- B. Contract No. 2221 - Community Bridge Housing Corporation

ORDINANCE NO. 1726**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADDING ARTICLE VII (ENCAMPMENTS ON PUBLIC PROPERTY) OF CHAPTER 74 (STREETS, SIDEWALKS AND OTHER PUBLIC PLACES) OF THE SAN FERNANDO MUNICIPAL CODE REGARDING ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO**

WHEREAS, the City of San Fernando ("City") is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries of the City; and

WHEREAS, the City has established relationships with non-profit groups to secure shelter beds for people experiencing homelessness, which offer a place to sleep and other supportive services; and

WHEREAS, City streets, sidewalks, and parks are intended for safe and sanitary shared use by a diverse community of users including businesses, government, and the general public for gathering, recreating, movement of people, maintenance, and cleaning, and are frequently used by people relying on a variety of mobility devices; and

WHEREAS, the City is sensitive to the challenges of the unhoused and recognizes the importance of treating unhoused persons and their personal property with respect and consideration; and; and

WHEREAS, the City Council of the City of San Fernando finds that certain public lands in the City pose a danger to the health and safety of people who may stay in those areas overnight and to the general public if used for sheltering, areas near schools, areas near places of worship, in open spaces and public parking areas, near and within flood control channels and/or waterways, city owned facilities, public transit hubs, and in City parks; and

WHEREAS, there are significant adverse impacts caused by encampment activity concentrated around the aforementioned areas, including predatory behavior and drug dealing that undermines the community's efforts to provide meaningful assistance and long-term solutions for people needing transition services; and

WHEREAS, people experiencing homelessness are frequently victims of violent crime, including robbery and murder, this ordinance will facilitate the City's ability to connect homeless individuals with housing and services; and

WHEREAS, the City is obligated to protect public health and safety and its natural resources by maintaining clean, safe, and accessible City properties for all residents to enjoy, including parks, open space, and the public right of way; and

WHEREAS, the presence of encampments and people experiencing homelessness in the City's open space and flood control channels and/or waterways creates unsafe, unsanitary,

unhealthy, and dangerous conditions including swift water rescue and frequent uncontained fires that threaten people living in or using these areas, first responders, property, and the general public; and

WHEREAS, people sheltering along the flood control channels and/or waterways are at risk of experiencing flooding, vector-related disease and other health issues and these areas often contain sensitive environments at risk of significant damage by unregulated human activity; and

WHEREAS, to mitigate risks to the health and safety of its community and potential damage to environmentally sensitive lands, the City desires to adopt regulations establishing locations where camping and the maintenance of an encampment is prohibited, regardless of the availability of shelter, due to the significant health and safety risk to those engaged in that activity, the general public, and the environment; and

WHEREAS, it is the intent of this Ordinance to prohibit camping and maintenance of encampments within the City while encouraging people experiencing homelessness to use available shelters and access services available from the City and its partners; and

WHEREAS, when abating any encampment, the City will provide written notice in advance of the cleared that explains when the encampment will be cleaned up and how an individual can reclaim items stored during the process; and

WHEREAS, the City will store personal property that belongs to a person that has apparent utility in its current condition and can be safely retrieved from the site, but will not store property that is hazardous, practically un-storable, perishable, contraband, or listed on the City's current list of common items regularly abandoned during the abatement process; and

WHEREAS, the United State Supreme Court in its most recently published opinion, *City of Grants Pass v. Johnson* 72 F. 4th 868 (June 28, 2024), acknowledge that the causes of homelessness are many and varied and that cities should have the ability to use a variety tools to address its challenges, including the ability to criminally enforce where other less punitive efforts have failed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Chapter 74 (Streets, Sidewalks and Other Public Places) of the San Fernando Municipal Code is hereby amended by the addition of a new Article VII, which shall read as follows:

ARTICLE VII. - UNLAWFUL ENCAMPMENT AND STORAGE OF PERSONAL PROPERTY**Sec. 74-280. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abatement means the process of documenting and collecting eligible items for storage, and removing and disposing of, recycling, or reusing of waste at an encampment according to the process in section 74-283.

Camp means to pitch, erect, or occupy camp facilities or encampment or to use camp paraphernalia, or both, for the purpose of, or in a way that facilitates outdoor sheltering for living accommodation purposes or for remaining outdoors overnight.

Camp facilities include, but are not limited to, tents, huts, or other temporary shelters.

Camp paraphernalia means personal property used to facilitate occupancy of an area and includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or non-City designated cooking facilities, blankets, sheets, pillows, luggage, backpacks, cookware, cooking equipment, kitchen utilities, and similar equipment.

Encampment means one or more temporary, makeshift, or hand-built structures not intended for long-term continuous occupancy, including tents, that are used to shelter one or more persons or their belongings and that are not authorized by the property owner. Encampment includes any camp paraphernalia and personal property associated with or located in or around the structures or tents.

Open space means any undeveloped public property either primarily in its natural state, or that is held out by the City or used by the public for passive recreational purposes, conservation, habitat preservation, or that maintains or enhances the conservation of natural or scenic resources.

Park means any public property, whether developed or undeveloped, held out by the City or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas and any adjacent parking lots and perimeter sidewalks. The definition of park includes open space.

Public area means and includes, but is not limited to, any street, alley, park, public right-of-way, recreational area or other place to which the public has access. Public areas include private streets and alleys.

Shelter means any City-funded shelter or other City-secured shelter where individuals or families experiencing homelessness can access beds and other services or an area designated by the City for use by individuals or families experiencing homelessness.

Store means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

Street means the same as defined in the California Vehicle Code.

Waste means Bulky Waste, Construction and demolition waste, Green waste, Hazardous waste, Landscaping debris, Manure, Medical and infectious waste, Recyclables, Solid Waste, Special wastes, Universal waste, and Used motor oil as these terms are defined under San Fernando Municipal Code section 70-2. The term “Waste” also includes abandoned or unidentified personal property that is left unattended on public sidewalks and rights-of-way or other Public Property.

Waterway means all or any portion of the Los Angeles River Watershed, including flood control channels and smaller storm water channels that feed into the Pacoima Wash, found within the territorial boundaries of the City of San Fernando.

Sec. 74-281. Unlawful Encampments on Public Property.

- (a) It shall be unlawful for any person to camp or to maintain an encampment in or upon any public area, including in any street, sidewalk, park, or open space, unless specifically authorized by the City Council.
- (b) At all times, it shall be unlawful for any person to camp or to maintain an encampment where such activity:
 - (1) poses an immediate threat or an unreasonable risk of harm to any natural person,
 - (2) pose an immediate threat or an unreasonable risk of harm to public health or safety, or
 - (3) obstructs or disrupts the delivery of vital government services.
- (c) At all times it shall be unlawful for any person to camp or to maintain an encampment in the following locations:
 - (1) within two blocks of a school that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education provided that signs are posted prohibiting camping that are clearly visible to pedestrians. School, for purposes of section 74-281 (c), does not include a vocational or professional institution of higher education, including a community or junior college, college, or university;
 - (2) within two blocks of any shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians;
 - (3) in any open space or waterway, or the banks of a waterway;

- (4) within any public or transit hub, on any trolley platform, or along any trolley tracks provided that signs are posted prohibiting camping that are clearly visible to pedestrians; and
 - (5) in any park where the City Manager determines there is a substantial public health and safety risk and provided that signs are posted prohibiting camping that are clearly visible to pedestrians. For purposes of this section 74-281 (c)(5), the definition of park does not include open space;
 - (6) inside any City building or facility, including but not limited to lobbies, waiting areas, indoor common areas or areas where the general public is not allowed entry or portion of City-owned property where such buildings or facilities are located, including exterior common areas, landscaped areas or parking lots;
 - (7) at locations that obstruct or hinder ingress and egress to and from City buildings or facilities or that obstruct or hinder ingress and egress to City-owned parking lots that serve such buildings or facilities.
- (d) It is unlawful for any person to do any of the following:
- (1) Build or erect a structure of any type along the banks of any waterway, or drive a nail or other object into any tree or other natural area vegetation for the purpose of building an encampment or any other structure, or to affix an object to any tree or other natural vegetation;
 - (2) Move large rocks, destroy vegetation, paved roads or paths created by the City, or otherwise reconfigure the natural landscape in the waters of or along the bank of a waterway;
 - (3) Drive, park, or bring any vehicle along the banks of a waterway, except in places specifically provided and designated for vehicular use;
 - (4) Dig on the banks of a water way, or
 - (5) Discharge or store waste of any kind, including human waste, along the bank or into the waters of a waterway.

Sec. 74-282. - Enforcement.

Violations of this Article may be prosecuted as misdemeanors subject to the fines and custody provisions in San Fernando Municipal Code section 1-30.

Sec. 74-283. Abatement of Encampments.

The City may remove personal property, camping paraphernalia, and all other property, contraband, litter, and waste found at an encampment or at a location where a person is engaged in unlawful camping in compliance with the following procedures:

(a) Written Notice Required Prior to Abatement

- (1) A written Notice of Clean-Up will be posted on each tent or structure and in any other distinct areas of the encampment providing notice of the date of clean-up and giving a minimum of 72 hours for persons to remove their personal property. The written notice shall also include the following statement, which may be updated by the City to provide accurate and current information:

You must remove your belongings from the site within 72 hours. You should not leave behind any belongings you want to keep. All belongings left behind will be removed by the City. The City will post an Impound Notice if belongings are stored during the clean-up process.

If you wish to minimize the risk of losing valued belongings, you should try to keep those belongings on your person at all times, in a storage facility, or in visible, sanitary, and safely accessible bags or bins.

If you think your belongings were impounded and stored, you can claim them by following the directions on the Impound Notice after the clean-up is complete. Information about how to claim your belongings is also available on the City's website. You may retrieve any stored belongings without being asked about your criminal background or outstanding warrants.

- (2) After 72 hours, the City Manager or designee shall conduct abatement of the site on the date posted on the Notice of Clean-Up. If abatement is delayed or rescheduled, the City Manager or designee may conduct abatement within 48 hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If abatement is delayed longer, the City Manager shall repost a Notice of Clean-Up with a new date.

(b) The City Manager or designee shall follow these additional procedures when persons are present at an encampment during abatement:

- (1) City may provide any person at an encampment with shelter and service information and direct them to remove their belongings from the site.
- (2) The City shall evaluate reasonable requests for additional time or assistance to remove items and may accommodate those requests to the extent practicable.
- (3) Any person who returns to an encampment during abatement shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.
- (4) Any person arrested for a criminal offense or an outstanding warrant shall not be required to abandon personal property they identify as their own. Unless the person requests the personal property be discarded or entrusted to another, all

personal property of apparent value will be taken to the San Fernando Police Department for impoundment in accordance with existing policy and procedure. Where the owner of the items cannot be readily identified or discovered, the City Manager shall follow the abatement process in this Article.

(c) The City shall document the abatement process as follows:

1. photograph or video record the site before any abatement begins,
2. open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage,
3. set out items contained in bags or suitcases and photograph the items,
4. photograph or video record all items to be stored,
5. photograph or video record the cleanup process, and
6. photograph or video record the site after abatement has concluded.

(d) Unclaimed items found in abatement shall be eligible for storage if:

1. circumstances indicate that the item belongs to a person,
2. the item has apparent utility in its current condition and circumstances, and
3. the item can be safely retrieved from the site.

Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility.

(e) An eligible item found during an abatement shall be put into storage, unless it meets one the following disqualifying conditions:

1. hazardous, including items contaminated with human waste, animal waste, or bugs, explosives, weapons, liquids, drug paraphernalia, or mold;
2. likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;
3. practically un-storable, due to large size, weight, or other similar characteristic;
4. contraband or stolen; or

5. is on the City's current list, published on the City's website, of common types of items that, in the experience of City staff, individuals regularly abandon during abatement, and there is no contrary indication as to the specific item.
- (f) The City shall record each eligible item to be stored, including the location it was found and the date of storage. Any stored items shall be kept in storage at least 90 calendar days and then may be disposed of, recycled, or reused following the process in San Fernando Municipal Code section 2-853.
- (g) After abatement has concluded and when eligible items are collected and will be placed in storage, the City shall post notices at the location of the abatement that includes information how a person can claim stored items. Information about retrieval of stored items shall also be available on the City's website. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person's criminal background or outstanding warrants.
- (h) Expedited Abatement.
1. In an expedited abatement, the City shall follow the same abatement and storage procedures in section 74-283 but shall post a Notice of Clean-Up giving a minimum of 24 hours for all persons to remove their personal property.
 2. The City shall prioritize and expedite the removal of an encampment if:
 - A. the City receives direction from County of Los Angeles or other governmental authority that abatement of the encampment is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or
 - B. the City observes or reasonably suspects the encampment creates a condition that presents a significant risk of property damage, bodily injury or death.
- (i) In addition to the procedures referenced above, the City Council reserves the right to adopt by resolution such other administrative policies as maybe necessary or desirable to effectuate the statutory policies set forth herein.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 7. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. The proposed actions would not create any environmental impacts; therefore, no additional action under CEQA is required.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on _____ day of _____, 2024.

Celeste Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1726 which was introduced on July 1, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the ____ day of _____, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this ____ day of _____ 2024.

Julia Fritz, City Clerk



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Community Bridge Housing Corp.)

(Nature of Engagement: Temporary Housing Services)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of May, 2024 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and COMMUNITY BRIDGE HOUSING CORP., a nonprofit public benefit corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires temporary housing services for displaced and homeless people; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Manager.

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

Section 1. Scope of Services.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled "**Proposal for Temporary Housing Services**" dated December 20, 2023 (hereinafter, the "Scope of Services") which is attached as **Exhibit "A"**. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the various services and tasks identified in the Scope of Service may be referred to generally by the capitalized term "Services."

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- 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 Services. CONTRACTOR shall perform the Services 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 Services to be performed under this Agreement; (ii) has carefully considered how the Services should be performed. CONTRACTOR will inspect any location where the Services are to be performed and acquaint itself with the conditions of the location before commencing any of the Services requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, 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 Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Services 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. Term.

- A. This Agreement shall have a term of one (1) year commencing as of the date the Agreement is executed by all Parties. The Agreement may be extended by the CITY subject to its same terms and conditions for one (1), one-year extension term, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term. The City Manager is authorized to extend the term administratively, provided that CONTRACTOR's total aggregate compensation for services performed during the initial Term and the period of the extension term do not exceed the aggregate sum of \$25,000.

- 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.

- C. CONTRACTOR shall diligently and continuously pursue all Service-related projects and tasks assigned by CITY to completion. CONTRACTOR shall cooperate with CITY and in no manner interfere with business activities of CITY, its employees or other consultants, contractors or agents.

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- D. CONTRACTOR shall not claim or be entitled to receive any additional compensation or damages because of the failure of CONTRACTOR, or its subcontractors, to perform, properly perform or timely complete related services or tasks necessary for CONTRACTOR to perform, properly perform or timely complete any of the Services contemplated under this Agreement.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees and agents.
- F. CONTRACTOR, at its sole expense, shall pay all sales taxes, transactions and use taxes and other similar consumer taxes required by law.
- G. CONTRACTOR shall complete all Services requested CITY within the deadlines specified in each Work Order as referenced under Section 3, below.

Section 3. Performance of Services.

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the Services nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of Services by CONTRACTOR and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of any Services shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific Services requested;
 - 2. The location of where the Services are to be performed, if applicable or otherwise relevant to the engagement;
 - 3. A not-to-exceed budget for performing the Services;
 - 4. A timeline for completing the requested Services;
 - 5. Any other information CITY deems necessary and relevant to CONTRACTOR's performance of the requested Service; and
 - 6. The signature of the City Representative, confirming that performance of the Services has been authorized by the City Representative.
- B. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Services specified in each Work Order, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall commence its performance of the Services in a timely and will complete the Services in each Work Order in a timely manner.

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Section 4. Compensation.

- A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth in Section D of the Scope of Services (hereinafter "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the aggregate sum of Twelve Thousand Dollars (\$12,000)(hereinafter, the "Not-to-Exceed Sum"). CITY shall be under no obligation to pay any charges in excess of the Not-to-Exceed Sum, unless such additional charges are first approved by CITY, in its sole discretion, in the form of an amendment to this Agreement. The City Manager shall be authorized to increase the Not-to-Exceed by an additional \$13,000. Any increases to the Not-to-Exceed Sum in excess of \$13,000 shall require City Council approval and shall also be memorialized in the form of a written amendment to this Agreement. CONTRACTOR 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 all Services requested by CITY.

- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice segregated by Work Order indicating the Services performed and completed during the recently concluded calendar month, including 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 Work Order under which the Services were provided; the number of hours worked in the recently concluded calendar month under each Work Order; the personnel responsible for performing the Service requested under the Work Order; the rate of compensation at which such Services were performed, the subtotal for each Service performed and a grand total for all Services 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 shall perform all Services 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 Services for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;

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3. CONTRACTOR shall perform and complete all Services in a manner 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 Services to be performed under this Agreement as well as any and all applicable schedules of performance;
 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 Services in compliance with the standard of care set forth in this Section and to time complete all Services specified in each Work Order; and
 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 Services 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 Erika Ramirez, Director of Community Development (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Services provided under each Work Order. 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.

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- B. Contractor Representative. For the purposes of this Agreement, Jacqueline Chavez, Executive Director, and Paul Dumont, Program Manager, are hereby designated as the principals and representatives 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 Representatives”). Notice to the Contractor Representatives, whether written or verbal, shall constitute notice to CONTRACTOR. The Contractor Representatives shall supervise and direct the Services, using their best skill and attention. The Contractor Representatives shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor’s Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Service 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 Services.
- C. CONTRACTOR shall be solely responsible 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 Services.
- 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. 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.

Section 8. Provisions Applicable to Services Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Services 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.*

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B. Hours of Work.

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services 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 Services 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 Services 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. Hours of Work.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Services 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 Services subject to this Section shall pay no less than these rates to all persons engaged in performance of the Services subject to this Section.
2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Services 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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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.

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- (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 Services 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 Services on CONTRACTOR’s behalf to employ for the Services 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 Services 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

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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 during the term 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 Services 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 Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

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 Services 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 Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

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- 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 Services 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, 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.

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- 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 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 Services 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.

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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.
- 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 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 Services and to enable the CITY to evaluate the performance of the Services. 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 services hereunder, and the CITY shall have access to such records in the event any audit is required.

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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 or 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

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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 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.

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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 services 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 deadline for completion of Services undertaken 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
Attn: Community Development Director
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1217

If to CONTRACTOR:

Community Bridge Housing Corp.
Attn: Jacqueline Chavez, Executive Director
13770 Sayre Street
Sylmar CA 91342
(818) 941-2345

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 attorney's 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.

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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.

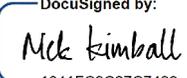
Section 23. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

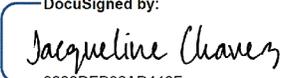
Section 24. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

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

COMMUNITY BRIDGE HOUSING CORP.:

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

By: 
3989DEB02AD448F...
Jacqueline Chavez

Date: 05/02/2024 | 1:20 PM EDT

Title: Executive Director

Date: 05/02/2024 | 8:46 AM PDT

APPROVED AS TO FORM

By: 
9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 05/02/2024 | 9:53 AM PDT

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EXHIBIT "A"

EXHIBIT "A"

PROPOSAL FOR TEMPORARY HOUSING SERVICES

CONTRACTOR proposes to provide temporary housing for displaced and/or homeless persons who are present within the jurisdictional boundaries of the City of San Fernando. Housing shall be provided at CONTRACTOR's facility located at 13770 Sayre St., Sylmar, CA 91342 (the "Facility") according to the following terms:

- A. Condition of Facility. CONTRACTOR shall ensure that the Facility is maintained at all times in a safe and sanitary condition, and in compliance with all laws, codes, rules, ordinances, regulations and legal standards applicable to the temporary housing of displaced and/or homeless persons.
- B. Facility Licensure. CONTRACTOR shall maintain compliance with any and all federal, state and local licensure requirements (including but not limited to maintenance of an LA County Public Health License, if applicable) and shall otherwise adhere to the requirements applicable to an Interim Housing Facility (as such term is defined at Section 8.04.277 of the Los Angeles County Code).
- C. Availability of Temporary/Bridge Housing. CONTRACTOR shall cause the Facility to be available for temporary and/or bridge housing of Eligible Persons. As used herein, an "Eligible Person" is any person of eighteen years of age or older who is present within the jurisdictional boundaries of the City of San Fernando and who lacks permanent housing, is experiencing homelessness, is at imminent risk of becoming homeless or who is otherwise displaced. Housing shall be provided at the Facility to Eligible Persons according to the following provisions and procedures:
 - 1. CONTRACTOR shall maintain a minimum of one (1) Bed, available at any time (24-hours per day, seven days per week), for the housing of an Eligible Person. CONTRACTOR shall maintain such other Beds at the Facility as are sufficient to house the estimated number of unhoused Eligible Persons within the City as calculated by the Los Angeles Homeless Services Authority (LAHSA) on an annual basis. As used herein, a "Bed" shall be a single bed of twin size or greater, with frame, mattress, bedding, and one or more pillows, maintained in a clean and sanitary condition. Each Bed may be stand-alone or may be one of a set of bunkbeds. Each Bed shall be located with a room designated for privacy and sleeping (such as a bedroom); provided, however, that more than one Bed may be located in any given room (in which case the Eligible Persons housed in the room do so in a manner akin to roommates). All Beds shall be designated by number or other code so as to indicate its location within the Facility, such that each Bed may be distinguished from the others and identified in any reports, invoices, and/or CONTRACTOR's other Facility materials.

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2. CONTRACTOR shall maintain a staff of employees and/or volunteers at the Facility who are capable of admitting and processing Eligible Persons, and shall maintain phone numbers, protocols and other means of communication and administration sufficient to facilitate the referral and admission of Eligible Persons for housing at the Facility.
3. CONTRACTOR's protocols shall not discriminate against any Eligible Person on the basis of gender, race, national origin, sexual orientation, gender identity, religion, disability, or any other protected characteristic (collectively, "Protected Characteristics"), and CONTRACTOR shall not discriminate against any Eligible Person on the basis of Protected Characteristics. Notwithstanding the foregoing:
 - a. CONTRACTOR's protocols shall include measures to identify persons for whom housing at the Facility would be improper or dangerous (including but not limited to measures which screen for health conditions, mental and/or emotional conditions, and other characteristics warranting a greater degree of service or care than that available at the Facility, including conditions or characteristics warranting transfer to a hospital, health care facility, or other appropriate facility), and CONTRACTOR shall decline admission of any otherwise Eligible Person who CONTRACTOR reasonably determines to be in need of a greater degree of service or care than that which is available at the Facility.
 - b. CONTRACTOR's protocols shall include measures to safeguard the health and safety of persons based on gender and/or gender identity and, as such, CONTRACTOR may maintain protocols which require Eligible Persons who are female to be housed in different rooms and/or areas of the Facility which are inaccessible to staff and Eligible Persons who are male. To that end, CONTRACTOR shall implement all protocols and other measures which safeguard women from harassment, violence, or unwanted advances, and CONTRACTOR may designate rooms or areas of the Facility as "female-only" for such purpose.
4. CONTRACTOR shall maintain staff (who shall be employees and/or volunteers) who are available to receive referrals of Eligible Persons from any of the following sources: (i) NORTH VALLEY CARING SERVICES, a California nonprofit public benefit corporation ("NVCS"); (ii) any department or officer of the CITY; and (iii) any other person or organization designated by the CITY for the referral of Eligible Persons. Upon receipt of any such referral, CONTRACTOR shall determine whether admission is appropriate according to CONTRACTOR's protocols and, if so CONTRACTOR's staff shall coordinate with NVCS or other referring party so as to coordinate the admission of the Eligible Person into the Facility. Any Eligible Person so referred to CONTRACTOR shall be transported to the Facility by NVCS or by CITY-affiliated staff, it being understood that CONTRACTOR does not provide transportation services and is not responsible for coordinating or facilitating the transportation of Eligible Persons to the Facility.

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5. Each Eligible Person so admitted to the Facility shall be assigned a Bed, and shall be permitted to remain housed at the Facility, with full use of the Bed and associated amenities at the Facility, for the duration of his/her period of housing. Said amenities shall include, but not be limited to, the following:
 - a. Bed and bedding, including daily laundering of the same.
 - b. Laundry service for clothes.
 - c. Showers, toilets, and associated facilities.
 - d. Bedroom or room for sleeping (provided that such room may be shared with others, as roommates or otherwise).
 - e. Changing areas and areas for privacy.
 - f. Daily meal service (breakfast, lunch and dinner).
 - g. Phone and wifi access.
 - h. Areas for recreation and socialization.

6. CONTRACTOR shall maintain records sufficient to document the date and time each Eligible Person is admitted to the Facility and when such Person's housing at the Facility ends. Said records shall identify which Bed each Eligible Person is assigned to and, if a Bed-assignment is changed, the date and related information of changes to such Person's Bed-assignment. Said records (or a summary thereof) shall likewise be provided to the CITY on a monthly basis, concurrently with CONTRACTOR's invoicing to the CITY (as provided under Section A., below). Further, any and all such records shall produce the same upon request by the CITY.

7. CONTRACTOR shall likewise maintain and implement protocols for the oversight and management of Eligible Persons admitted to the Facility, including protocols for addressing health, well being, hygiene, security, conflicts, and safety. Notwithstanding the foregoing, CONTRACTOR shall not be required to provide medical- or health-related services, nor any medical or healthcare (other than standard first aid, if needed), nor shall CONTRACTOR provide any services for which a license by the California Department of Social Services or California Department of Health Care Services is required. As such, to the extent services are provided to Eligible Persons by CONTRACTOR, they shall be of a general hospitality-like nature only. CONTRACTOR's protocols shall include requirements for the recordkeeping of any instances concerning the health, well being, hygiene, security, conflicts, or safety of Eligible Persons and staff, and CONTRACTOR shall produce the same upon request by the CITY.

8. CONTRACTOR shall maintain rules and requirements (akin to "household rules") which all Eligible Persons must adhere to as a condition for residing in the Facility. Such rules shall be posted within the Facility and explained to each Eligible Person at the time of admission; provided, however, that CONTRACTOR may revise such rules from time to time depending on conditions and requirements in the Facility and as otherwise necessary.

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Temporary Housing Services

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- D. In consideration for providing housing to Eligible Person, the CITY shall pay CONTRACTOR: the sum of One Thousand Dollars (\$1,000.00) per month to reserve the availability of one (1) Bed as set forth under Section C.1., above. For each additional Bed occupied by an Eligible Person in a given calendar month, CITY shall also pay CONTRACTOR an additional One Thousand Dollars (\$1,000.00) per month. To the extent an Eligible Person occupies an additional Bed for less than an entire calendar month, the CITY shall only pay CONTRACTOR a pro rata portion of the foregoing fee. Fees shall likewise be subject to the following terms:
1. The CITY shall have no obligation to pay CONTRACTOR except upon CONTRACTOR's submission of invoices, which CONTRACTOR shall submit monthly.
 2. Each such invoice shall identify, by number or other code, the Bed which has been available for housing over the applicable month pursuant to Section C.1. Additionally, each invoice shall also identify, by number or other code: (i) each additional Bed which was actually occupied by an Eligible Person over said month; (ii) the dates on which such occupancy commenced and/or ended; and (iii) the pro rata fee which CONTRACTOR is entitled for such occupancy. (By way of example, if Eligible Persons occupied three Beds over the period of September 1 through 15, then CONTRACTOR would invoice the CITY \$1,500, consisting of \$1,000 pursuant to Section C.1., plus the pro rata share for two Beds over 15 days of the month.)
 3. All invoices shall be submitted to the CITY's Community Development Director and shall be deemed submitted upon being emailed, mailed or hand-delivered to the Community Development Department.
 4. All payments shall be made by check payable to "Community Bridge Housing Corp." and mailed or hand-delivered to the Facility.
 5. The requirements of this Section D shall be subject to the procedures for payment set forth under the Agreement to which this Exhibit "A" is attached, including the provisions of Section 4 of the Agreement.
 6. CONTRACTOR agrees to comply with all invoicing, payment and reporting procedures set forth under the San Fernando Municipal Code, City policy or any Federal, State or County funding source used to pay for the Services.
- E. Inspection & Cooperation. The CITY shall have the right to review any and all protocols, rules, and requirements promulgated by CONTRACTOR hereunder, and shall have the right inspect the Facility, upon reasonable request. CONTRACTOR shall facilitate any such review and/or inspection and shall cooperate with the CITY in good faith as to any changes and/or revisions which the CITY reasonably requests. CONTRACTOR shall likewise aid and assist the CITY with respect to any inquiries (for audit, compliance or other lawful purpose) which the CITY may have as to any Eligible Person admitted to the Facility.

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Temporary Housing Services

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: July 1, 2024

Subject: Discussion and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8315 (Attachment "A") declaring the City Council's intention to assess real property for non-payment of residential and commercial solid waste collection services billings and setting the date for the Public Hearing on August 5, 2024.

BACKGROUND:

1. On May 16, 2016, the City Council adopted Ordinance No. 1655 (Attachment "B"), authorizing the placement of an assessment on real property for non-payment of residential solid waste collection billings.
2. From 2016 through 2019, the City Council approved the placement of assessments upon real property for non-payment of residential and commercial solid waste collection accounts that were more than 90 days delinquent.
3. In 2020 and 2021, the City Council deferred the placement of assessments upon real property for non-payment of delinquent residential and commercial accounts due to the financial hardships felt by many families from the COVID-19 pandemic.
4. In 2022, the City Council once again deferred the assessment process due to the rate increase on residential and commercial customers caused by the State Bill 1383, which requires recycling of organic matter.
5. On June 20, 2023, the City Council approved the placement of assessments upon real property for non-payment of commercial solid waste collection accounts that were more than 90 days delinquent. Residential delinquencies were excluded at that time.

Discussion and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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ANALYSIS:

The City of San Fernando provides commercial and residential solid waste collection services through a franchise agreement with Republic Services. Through the franchise agreement, Republic Services is responsible for all aspects of solid waste collection and disposal, including billing and collection of payments for all solid waste collection services. Rates are set according to the Maximum Service Rates that are established as part of the franchise agreement. Article 10 specifies other billing terms, including partial month service, production of invoices, billing inserts, methods of payment and delinquent service accounts, among others.

Article 10, Section 10.01.7 of the City's franchise agreement includes provisions relative to delinquent service accounts. In accordance with this section, the contractor may report delinquent accounts to the City on a monthly basis. The City is not responsible to assist in collecting on delinquent accounts or compensate the contractor for lost revenue. Additionally, the City does not realize direct revenue related to these unpaid accounts. A franchise fee is provided by the contractor under the franchise agreement to fund the cost of administering the solid waste/recycling program and vehicle impacts to City streets, among others.

Summary of Delinquent Accounts.

Collection of delinquent accounts has been a challenge throughout the term of the contract and the City has worked with Republic Services (Republic) to provide different options to ensure that solid waste services continue un-interrupted throughout the delinquent account collection process.

Last year on June 14, 2023, Republic submitted to the City a list of delinquent accounts showing 656 delinquent accounts eligible for assessment totaling \$225,762.28 in unpaid fees. Of the delinquent accounts, 524 were from Residential customers totaling \$132,537.29 in unpaid fees, and 132 were from Commercial/Industrial customers totaling \$97,188.99 in unpaid fees.

This year on June 21, 2024, Republic submitted to the City an updated list of delinquent accounts. The updated list showed a total of 284 delinquent accounts eligible for assessment totaling \$170,351.02 in unpaid fees. Of the 284 delinquent accounts, 231 were from Residential customers totaling \$123,145.11 in unpaid fees (Attachment "C"), and 53 Commercial/Industrial customers totaling \$47,205.91 in unpaid fees (Attachment "D"). To put the age of the 284 delinquent accounts into perspective, 204 of the accounts first became delinquent sometime between April 2022 and March 2023; 199 residential and 5 commercial. The remaining 68 accounts became delinquent sometime between April 2023 and March 2024; 32 residential and 48 commercial accounts.

Discussion and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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The reduction of the number of delinquent accounts from June 14, 2023 to June 21, 2024 can be attributed to a number of factors including collection efforts by Republic, along with payment plans and customers willingness to make their accounts current and post pandemic improvement in the economy which enabled customer to catchup with payments.

Notification of Delinquent Account.

Placing delinquent sums on the property tax roll is conditioned upon Republic having made multiple attempts to collect the invoice on their own. For residential customers, accounts become delinquent after 45 days of non-payment and commercial customers after 30 days. After 45 days, the residential customer and the owner of the property (in those instances where the customer and the property owner are different) are notified of delinquent account status via both an automatically generated letter and phone call in addition to an email if one is on file; after 60 days the customer receives a phone call. This process is repeated monthly until delinquent account has been made current. In regards to commercial accounts, Republic follows the same process as is done for residential customers but live calls are initiated immediately.

Vetting Delinquent Accounts for Accuracy.

To ensure the delinquent accounts slated for assessment actually received service, Republic reviewed each account in detail to confirm that:

- A new property owner is not being assessed for previous property owner's delinquency (confirmed by researching property records).
- Holder of delinquent account has not recently made the account current or has been put on a payment plan (delinquent account list is reviewed and updated on a monthly basis).
- If any customer has disputed the delinquency of their account, customer has been contacted by Republic via phone, account issued discussed, any possible fees have been waived and customer offered the option to be put on a payment plan.
 - Prior to establishing payment plan, Republic's goal is to collect on the first three billing periods, if the customer can pay, and then the balance remaining be part of the payment plan.

After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.

Assessment Process for Delinquent Accounts.

The following are some of the more salient aspects of the annual tax roll collection process:

Discussion and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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- **Annual Report:** Annually, the City must prepare and file a report with the City Clerk describing each delinquent account and the real property parcel to which the account corresponds so that the delinquent sums may be placed on the annual tax roll. (Health & Safety Code § 5473 and § 5473a).
- **Publication:** The City Clerk must cause notice of the time and place for a Public Hearing wherein the report is to be considered and approved by the City Council before the delinquent accounts identified in the report and the sums owed may be placed on the tax roll. The notice must be published once a week for two consecutive weeks, with at least five days between publication dates. The notice must be published in an adjudicated newspaper of general circulation (§ 5473.1).
- **Mail Notice:** The City must send a mailed notice of the public hearing to each real property parcel associated with a delinquent service account more than fourteen (14) days prior hearing (§ 5473.1).

Property owners will be given another opportunity to pay the delinquent sums, or set up a payment plan, prior to the placement on the tax roll. Also, at the Public Hearing, the City Council will be able to make modifications to the report if delinquencies are fully or partially resolved, or if a customer or property owner is able to prove to the reasonable satisfaction of the City Council that the account was never delinquent or that there is an error in the report warranting correction.

The following timeline is proposed for placing delinquent sums on the property tax roll:

- **July 1, 2024**
 - Set Public Hearing Date for August 5, 2024
 - Establish Final Payment Due Date of July 25, 2024
- **July 8 and 15, 2024**
 - Republic Services sends mailed letters to property owner (if renting: property owner and renter) providing information on delinquent amount and ability to set up payment plan
- **July 15, 2024**
 - City mails Notice of Public Hearing to Account Holders/Property Owners (Paid by Solid Waste Haul)
- **July 25 and August 1, 2024**
 - Publication of Public Hearing (Paid by Solid Waste Hauler)

Discussion and Consideration to Adopt a Resolution Setting a Public Hearing to Assess Real Property for Non-Payment of Delinquent Accounts for Solid Waste Collection Services

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- July 26, 2024
 - Annual Report/Listing of Delinquent Accounts Provided to City
- August 5, 2024
 - Public Hearing (Account Holders/Property Owners will have until August 7, 2024, to bring account current or set-up a payment plan)
- August 9, 2024
 - Updated Delinquent Account List Forwarded to Los Angeles County for Inclusion on Tax Roll

BUDGET IMPACT:

The City will incur administrative costs associated with conducting the assessment process. To offset this costs, the City's Ordinance authorizes a five percent (5%) administration fee (approximately \$11,992) to recover such costs, which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler are remitted to the hauler by the City.

CONCLUSION:

It is recommended that the City Council approve Resolution No. 8315 setting a Public Hearing date of August 5, 2024, to consider the placement of assessments on real property for non-payment of solid waste collection services billings.

ATTACHMENTS:

- A. Resolution No. 8315
- B. Ordinance No. 1655
- C. Residential Delinquent Accounts
- D. Commercial Delinquent Accounts

RESOLUTION NO. 8315**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING ITS INTENTION TO CONSIDER THE PLACEMENT OF ASSESSMENTS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING**

WHEREAS, on the 16th day of May, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that assessments be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

WHEREAS, on the 1st day of July, 2024, the City Council adopted resolution declaring its intention to consider the placement of assessments on real property for the non-payment of residential and commercial solid waste collection services billings, and setting a time and place for a public hearing; and

WHEREAS, the City will provide notice more than fourteen (14) days prior to the public hearing to all property owners and account holders by United States mail, that on August 5, 2024, at 6:00 p.m., a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. In addition, a list of delinquent service addresses and outstanding balances will be published in a newspaper of general circulation on two (2) dates prior to the public hearing, as required by California Health and Safety Code Section 5470-5474.10.

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Public Interest. That it is the intention of the City Council, consistent with the public interest and convenience, to consider the placement of assessments on real property for non-payment of residential and commercial solid waste collection services billings.

SECTION 3. Final Payment Due Date. That account holders or property owners shall be allowed to resolve outstanding fees owed through August 7, 2024, to bring accounts current or set-up a payment arrangement.

SECTION 4. Notice is hereby given that August 5, 2024, at the hour of 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, being the regular meeting place of said City Council is the time and place fixed by this City Council for the hearing of protests, comments or objections in reference to the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings.

Any interested person who wishes to object to the placement of assessments may file a written protest with the City Clerk prior to the conclusion of the public hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection, and a protest by a property owner shall contain a description sufficient to identify the property owned by the property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all oral statements and all written protests made or filed by any interested person.

SECTION 5. Publication of Notice. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in The San Fernando Valley Sun newspaper, a newspaper of general circulation in said City; said publication shall be published once a week for two consecutive weeks, with at least five days between publication dates before the date of said Public Hearing.

SECTION 6. Mail Notice. The City Clerk is hereby authorized and directed to mail written notice to all property owners and account holders by United States mail, with postage properly affixed, informing them that on August 5, 2024, at 6:00 p.m., in the Council Chambers of the City Council of the City of San Fernando, 117 Macneil Street, San Fernando, California, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice shall be mailed more than fourteen (14) days prior to the hearing.

SECTION 7. Proceedings Inquiries. For any and all information relating to the procedures, protest procedure, documentation, and/or information of a procedural or technical nature, your attention is directed to the office listed below as designated:

DEPARTMENT OF PUBLIC WORKS
(818) 898-1222
publicworks@sfcity.org

PASSED, APPROVED, AND ADOPTED THIS 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of
San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8315 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

ORDINANCE NO. 1655**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70
(SOLID WASTE AND RECYCLABLES COLLECTION
SERVICES) OF THE SAN FERNANDO MUNICIPAL CODE**

WHEREAS, pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

WHEREAS, sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

WHEREAS, this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

***Customer* means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.**

SECTION 3. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

***Owner* shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.**

SECTION 4. Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

“The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll.”

SECTION 5. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

(c) *Collection of Delinquent Charges.*

- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.**
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.**
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:**
 - (i) A statement advising the customer that the service bill is past due;**
 - (ii) Information as to the service period to which the past due sums relate; and**
 - (iii) Information as to where the Customer may remit any and all past due sums;**
 - (iv) Information as to the proper procedures for disputing any sums set forth**

- in a service bill; and**
- (v) Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.**

No later than the close of business on May 1st of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1st of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30th calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

- 4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:**
 - (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.**
 - (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be**

subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.

SECTION 6. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

SECTION 9. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 16th day of May, 2016.



Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chavez

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez

Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, hereby certify that the foregoing Ordinance No. 1655 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 16th day of May, 2016 by the following vote, to-wit:

AYES: Ballin, Fajardo, Lopez – 3

NOES: None

ABSTAIN: Soto – 1

ABSENT: Gonzales – 1

Elena G. Chavez

Elena G. Chávez, City Clerk

Republic Services Delinquent Accounts as of June 21, 2024

No.	Account	Type	Total	Address	Street
1	5703958	Resi	\$1,417.01	902	BRAND
2	5702333	Resi	\$1,391.69	14020	HUBBARD
3	5704063	Resi	\$1,305.33	323	HARPS
4	5704023	Resi	\$1,184.77	1241	CORONEL ST
5	114851	Resi	\$1,178.67	2033	7TH
6	5700040	Resi	\$1,136.50	204	MACLAY
7	150419	Resi	\$1,067.64	2038	LUCAS ST
8	5702010	Resi	\$1,047.39	2043	CHIVERS
9	5700607	Resi	\$1,018.00	719	MOTT
10	174727	Resi	\$999.01	305	GRISWOLD
11	5702741	Resi	\$993.03	1006	BRAND
12	5701599	Resi	\$988.03	1106	ORANGE GROVE
13	5702518	Resi	\$986.75	858	ALEXANDER
14	138148	Resi	\$985.89	1230	MOTT
15	5702315	Resi	\$973.81	821	FAYECROFT
16	179939	Resi	\$965.21	2041	8TH
17	5701074	Resi	\$964.11	717	KALISHER
18	5703237	Resi	\$963.21	513	GRISWOLD
19	5700076	Resi	\$963.21	203	HARPS
20	5700753	Resi	\$963.21	1012	KEWEN
21	82055	Resi	\$955.48	712	MACLAY
22	179552	Resi	\$943.34	1310	PICO
23	125866	Resi	\$940.95	1207	7TH
24	5700914	Resi	\$932.93	561	MACLAY
25	5702358	Resi	\$921.83	843	GRISWOLD
26	128627	Resi	\$908.81	733	MOTT
27	5703084	Resi	\$906.46	635	LAZARD
28	5702188	Resi	\$905.82	1602	WARREN
29	139429	Resi	\$901.75	518	LAZARD
30	133126	Resi	\$901.75	453	FERMOORE
31	5703637	Resi	\$900.58	438	HARDING
32	5703394	Resi	\$878.84	916	GLENOAKS
33	95710	Resi	\$854.28	717	GRIFFITH
34	5700405	Resi	\$850.47	1535	PICO
35	103197	Resi	\$849.58	2042	8TH
36	189699	Resi	\$839.58	1012	KEWEN
37	182621	Resi	\$836.82	1972	PHILLIPPI
38	102375	Resi	\$832.40	556	JACKMAN
39	183001	Resi	\$828.62	121	HUNTINGTON
40	5702532	Resi	\$818.93	830	HAGAR
41	5700119	Resi	\$804.02	714	CORONEL
42	5701698	Resi	\$795.35	1229	PHILLIPPI
43	155234	Resi	\$789.86	633	HAGAR
44	5701418	Resi	\$786.91	202	ORANGE GROVE
45	159214	Resi	\$779.99	1512	4TH
46	159305	Resi	\$777.39	1032	HEWITT
47	5703129	Resi	\$763.36	1316	GLENOAKS
48	131747	Resi	\$763.36	714	HAGAR
49	5700925	Resi	\$763.36	603	MACLAY
50	5700350	Resi	\$763.36	1329	PICO
51	5700211	Resi	\$763.36	1118	HOLLISTER
52	89142	Resi	\$763.36	626	HOLLISTER
53	5700410	Resi	\$763.36	1503	PICO

54	124331	Resi	\$762.36	2019	KNOX
55	120358	Resi	\$761.39	1117	8TH
56	94949	Resi	\$759.74	1815	7TH
57	5700776	Resi	\$756.63	1031	HEWITT
58	5700287	Resi	\$753.81	1628	CORONEL
59	5700112	Resi	\$742.39	714	PICO
60	186287	Resi	\$742.23	426	FERMOORE
61	192236	Resi	\$730.85	215	HAGAR
62	5701778	Resi	\$715.15	1010	FERMOORE
63	5703416	Resi	\$714.71	920	DE GARMO
64	5701796	Resi	\$714.71	1721	7TH
65	5702161	Resi	\$714.71	1940	WARREN
66	5701278	Resi	\$714.71	415	LAZARD
67	5701325	Resi	\$714.71	2002	4TH
68	5700949	Resi	\$714.71	1235	GRIFFITH
69	87774	Resi	\$714.71	509	CHATSWORTH
70	164136	Resi	\$705.47	1443	CORONEL
71	5701985	Resi	\$704.47	1075	ORANGE GROVE
72	5700573	Resi	\$702.05	616	GRIFFITH
73	126748	Resi	\$699.84	421	LAZARD
74	189644	Resi	\$696.39	203	HARPS
75	188186	Resi	\$692.88	1041	MOTT
76	87506	Resi	\$685.58	1226	MOTT
77	5700056	Resi	\$684.71	128	ALEXANDER
78	182296	Resi	\$672.79	707	JACKMAN
79	5701055	Resi	\$668.69	1327	OMELVENY
80	5702231	Resi	\$662.11	829	FERMOORE
81	5702472	Resi	\$662.07	1222	WARREN
82	191411	Resi	\$659.50	1317	LIBRARY
83	5702398	Resi	\$658.46	1416	WARREN
84	5701982	Resi	\$653.58	1924	PHILLIPPI
85	147780	Resi	\$644.97	663	WOLFSKILL
86	5702753	Resi	\$629.91	1122	BRAND
87	190025	Resi	\$629.28	629	BRAND
88	5702516	Resi	\$627.59	848	ALEXANDER
89	5702432	Resi	\$625.50	1121	WARREN
90	111877	Resi	\$625.03	432	HARDING
91	142744	Resi	\$619.98	709	HARPS
92	5702781	Resi	\$619.29	927	8TH
93	5702625	Resi	\$615.87	861	NEWTON
94	111275	Resi	\$615.87	1417	CELIS
95	191103	Resi	\$608.40	507	WOLFSKILL
96	5702776	Resi	\$603.02	1124	NEWTON
97	181951	Resi	\$600.09	232	ALEXANDER
98	190715	Resi	\$594.19	215	FERMOORE
99	5700787	Resi	\$593.05	1142	HEWITT
100	191928	Resi	\$581.15	1118	HOLLISTER
101	5701135	Resi	\$570.86	658	LASHBURN
102	181003	Resi	\$568.31	1124	HOLLISTER
103	5700345	Resi	\$562.36	1332	PICO
104	5700673	Resi	\$560.86	713	BRAND
105	5700495	Resi	\$554.98	616	WOLFSKILL
106	5702035	Resi	\$551.40	1011	ORANGE GROVE
107	193167	Resi	\$550.76	612	CORONEL
108	139637	Resi	\$550.47	1211 1/2	7TH

109	5700318	Resi	\$550.47	419	WORKMAN
110	5701864	Resi	\$547.44	1966	8TH
111	5700298	Resi	\$537.75	1607	CORONEL
112	5700653	Resi	\$537.15	550	BRAND
113	105723	Resi	\$534.46	825	8TH
114	5702592	Resi	\$526.04	901	BRAND
115	5703552	Resi	\$525.11	538	HARDING
116	101911	Resi	\$525.09	1223	4TH
117	5700159	Resi	\$521.40	646	HOLLISTER
118	5702838	Resi	\$517.71	726	ALEXANDER
119	132475	Resi	\$513.20	1034	BRAND
120	5701621	Resi	\$504.88	1529	KNOX
121	108421	Resi	\$501.01	860	BRAND
122	5703263	Resi	\$500.00	761	GRISWOLD
123	5700664	Resi	\$500.00	611	BRAND
124	5701578	Resi	\$490.37	1423	KNOX
125	145708	Resi	\$487.44	454	LAZARD
126	179999	Resi	\$482.67	803	KALISHER
127	5702137	Resi	\$480.11	969	MEYER
128	187176	Resi	\$478.31	707	PICO
129	167297	Resi	\$476.91	1813	WARREN
130	5700263	Resi	\$473.28	1346	HOLLISTER
131	94928	Resi	\$473.11	908	MACLAY
132	107972	Resi	\$472.79	1024	WORKMAN
133	5703333	Resi	\$471.91	437	BRAND
134	5700522	Resi	\$471.91	614	OMELVENY
135	101559	Resi	\$469.39	327	ALEXANDER
136	5701881	Resi	\$464.71	1915	KNOX
137	161583	Resi	\$464.31	1058	ORANGE GROVE
138	5701279	Resi	\$462.79	409	LAZARD
139	5703359	Resi	\$460.11	433	MACNEIL
140	134890	Resi	\$449.12	805	KALISHER
141	108532	Resi	\$442.39	1315	CORONEL
142	5700872	Resi	\$438.40	1338	KEWEN
143	80611	Resi	\$433.71	605	HOLLISTER
144	5700735	Resi	\$433.45	1031	MOTT
145	5703526	Resi	\$430.13	502	HARPS
146	5702124	Resi	\$428.71	1729	WARREN
147	5703033	Resi	\$428.71	717	ORANGE GROVE
148	5703612	Resi	\$428.71	1803	4TH
149	197333	Resi	\$428.71	1012 1/2	KEWEN
150	5700164	Resi	\$428.71	507 1/2	WOLFSKILL
151	5703266	Resi	\$425.87	704	GLENOAKS
152	5702313	Resi	\$424.37	829	FAYECROFT
153	5701684	Resi	\$423.71	1320	PHILLIPPI
154	5702119	Resi	\$415.91	1627	WARREN
155	138075	Resi	\$415.87	715	3RD
156	5700913	Resi	\$415.87	1125	KEWEN
157	5703813	Resi	\$415.40	702	PICO
158	149523	Resi	\$406.91	906	NEWTON
159	5701289	Resi	\$405.35	444	MEYER
160	162395	Resi	\$395.57	637	KEWEN
161	134476	Resi	\$200.00	672	CORK
162	5700719	Resi	\$386.86	1017	WOODWORTH
163	5703863	Resi	\$383.58	1227	HEWITT

164	137721	Resi	\$376.51	552	HUNTINGTON
165	5702308	Resi	\$372.48	2013	LUCAS
166	185862	Resi	\$372.48	539	LAZARD
167	96831	Resi	\$372.35	1718	7TH
168	108936	Resi	\$62.70	1021	FERMOORE
169	124516	Resi	\$365.35	1124	KEWEN
170	5700021	Resi	\$362.48	315	JESSIE
171	5701696	Resi	\$354.60	1213	PHILLIPPI
172	5702156	Resi	\$351.36	1964	WARREN
173	180324	Resi	\$113.40	440	LAZARD
174	162981	Resi	\$310.62	1512	4TH
175	5701105	Resi	\$33.80	758	JACKMAN
176	169034	Resi	\$107.26	962	HARDING
177	5700579	Resi	\$307.26	623	GRIFFITH
178	83940	Resi	\$237.02	123	HUNTINGTON
179	5703390	Resi	\$164.96	751	BRAND
180	192462	Resi	\$286.24	1100	ORANGE GROVE
181	5701749	Resi	\$277.44	1019	WORKMAN
182	5701192	Resi	\$213.39	615	LASHBURN
183	167286	Resi	\$251.54	1156	ORANGE GROVE
184	130218	Resi	\$250.80	539	ALEXANDER
185	5701397	Resi	\$250.80	222	LAZARD
186	189591	Resi	\$243.49	421	LAZARD
187	5702126	Resi	\$241.17	1813	WARREN
188	105786	Resi	\$239.17	708	CORONEL
189	5700830	Resi	\$235.80	1406	HEWITT
190	116259	Resi	\$235.05	1134	GRIFFITH
191	5702307	Resi	\$230.83	2026	LUCAS
192	5700291	Resi	\$224.10	1645	CORONEL
193	5702218	Resi	\$217.34	850	FERMOORE
194	5703939	Resi	\$62.26	1062	HUNTINGTON
195	149384	Resi	\$209.10	1240	KEWEN
196	5701194	Resi	\$57.00	605	LASHBURN
197	164156	Resi	\$202.42	133	HUNTINGTON
198	148674	Resi	\$192.65	1041	MOTT
199	5703361	Resi	\$188.83	443	MACNEIL
200	201991	Resi	\$188.10	308	MACNEIL
201	162262	Resi	\$180.08	215	FERMOORE
202	192406	Resi	\$178.10	2034	LUCAS
203	5700744	Resi	\$178.10	1012	GRIFFITH
204	183745	Resi	\$178.10	1623	CORONEL
205	119280	Resi	\$53.10	710	PICO
206	5703218	Resi	\$172.48	428	NEWTON
207	203648	Resi	\$166.58	1228	HOLLISTER ST
208	92990	Resi	\$157.41	1426	CORONEL
209	5702317	Resi	\$147.26	2020	DONNAGLEN
210	5700357	Resi	\$144.40	1410	PICO
211	203256	Resi	\$144.40	457	WOLFSKILL
212	5700654	Resi	\$131.26	523	CHATSWORTH
213	153222	Resi	\$125.40	2035	LUCAS
214	5700151	Resi	\$45.40	602	HOLLISTER
215	5700163	Resi	\$121.40	711	HOLLISTER
216	5700342	Resi	\$120.40	1314	PICO
217	171958	Resi	\$120.40	1243	MOTT
218	5701582	Resi	\$57.70	1530	KNOX

219	5702002	Resi	\$78.10	2003	CHIVERS
220	200405	Resi	\$115.40	433	NEWTON
221	5701437	Resi	\$57.70	224	HUNTINGTON
222	5701166	Resi	\$115.40	720	LASHBURN
223	192768	Resi	\$115.40	1238	MOTT
224	204949	Resi	\$110.81	406	ALEXANDER
225	5700476	Resi	\$110.40	607	KEWEN
226	5700742	Resi	\$110.40	1026	GRIFFITH
227	5703340	Resi	\$78.04	446	MACNEIL
228	5701184	Resi	\$72.26	717	LASHBURN
229	190076	Resi	\$62.70	427 1/2	MACLAY
230	5700000	Resi	\$62.70	218	JESSIE
231	5703942	Resi	\$45.80	2032	KNOX

Republic Services Delinquent Accounts as of June 21, 2024

No.	Account	Type	Total	Address	Street
1	182878	CO	\$8,497.91	660	ARROYO
2	147176	CO	\$2,261.56	1002	SAN FERNANDO
3	5895272	CO	\$2,167.28	1807	1ST
4	80394	CO	\$467.46	1110	LIBRARY
5	125673	CO	\$1,391.03	513	MACLAY
6	5895277	CO	\$1,231.17	1912	1ST
7	147231	CO	\$1,216.50	1023	SAN FERNANDO
8	5895355	CO	\$1,155.11	455	MACLAY
9	147133	CO	\$1,125.06	910	SAN FERNANDO
10	201502	CO	\$1,121.66	903	SAN FERNANDO
11	198214	CO	\$1,063.11	231	HARPS
12	122421	Ind	\$1,025.78	1530	1ST
13	149687	CO	\$1,017.80	1016 1/2	SAN FERNANDO
14	196330	CO	\$943.25	905	CELIS
15	201487	CO	\$883.45	1139	SAN FERNANDO
16	201493	CO	\$883.45	1147	SAN FERNANDO
17	201480	CO	\$883.45	1102	SAN FERNANDO
18	201481	CO	\$883.45	1106	SAN FERNANDO
19	201494	CO	\$883.45	1150	SAN FERNANDO
20	201484	CO	\$883.45	1118	SAN FERNANDO
21	201473	CO	\$883.45	1017	SAN FERNANDO
22	201474	CO	\$883.45	1019	SAN FERNANDO
23	201478	CO	\$883.45	1021	SAN FERNANDO
24	201515	CO	\$883.45	1030 1/2	SAN FERNANDO
25	201516	CO	\$883.45	1042	SAN FERNANDO
26	201503	CO	\$883.00	901 1/2	SAN FERNANDO
27	201475	CO	\$878.22	1019 1/2	SAN FERNANDO
28	147180	CO	\$815.87	202	MACLAY
29	199697	CO	\$751.21	15	MACLAY
30	185171	CO	\$693.82	1161	MACLAY
31	82343	CO	\$675.36	908	SAN FERNANDO
32	194072	CO	\$674.36	2022	1ST
33	206045	CO	\$657.66	758	ARROYO
34	95489	CO	\$264.46	774	MACLAY
35	147113	CO	\$643.27	1016	SAN FERNANDO
36	205177	CO	\$589.61	513	MACLAY
37	5895392	CO	\$252.75	1035	MACLAY
38	147120	CO	\$560.69	1135	CELIS
39	147147	CO	\$560.69	1025	SAN FERNANDO
40	147233	CO	\$560.69	1044	SAN FERNANDO
41	201482	CO	\$478.18	1109	SAN FERNANDO
42	83803	CO	\$406.62	1022	SAN FERNANDO
43	110950	CO	\$375.53	1111	SAN FERNANDO
44	147219	CO	\$358.86	1110	SAN FERNANDO
45	81902	CO	\$314.82	1031	SAN FERNANDO
46	147125	CO	\$260.69	1012	SAN FERNANDO
47	178358	Ind	\$245.08	409	ORANGE GROVE
48	173016	Ind	\$244.51	705	ARROYO
49	80603	CO	\$184.98	208	MACLAY
50	185447	Ind	\$130.49	1932	CHIVERS
51	185723	Ind	\$130.49	1018	WOODWORTH
52	166018	CO	\$120.26	1032	SAN FERNANDO
53	5895082	CO	\$91.11	211	ALEXANDER

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

Date: July 1, 2024

Subject: Discussion and Consideration to Adopt a Resolution on Immigration Reform

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") for City Council discussion and consideration to adopt Resolution No. 8320 (Attachment "B") affirming the City's support for Immigration Reform.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the July 1, 2024 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
- B. Resolution No. 8320



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Mary Mendoza	TITLE Vice Mayor
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CO-SPONSOR CITY COUNCILMEMBER INFORMATION

NAME Victoria Garcia	<input checked="" type="checkbox"/> In Support
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

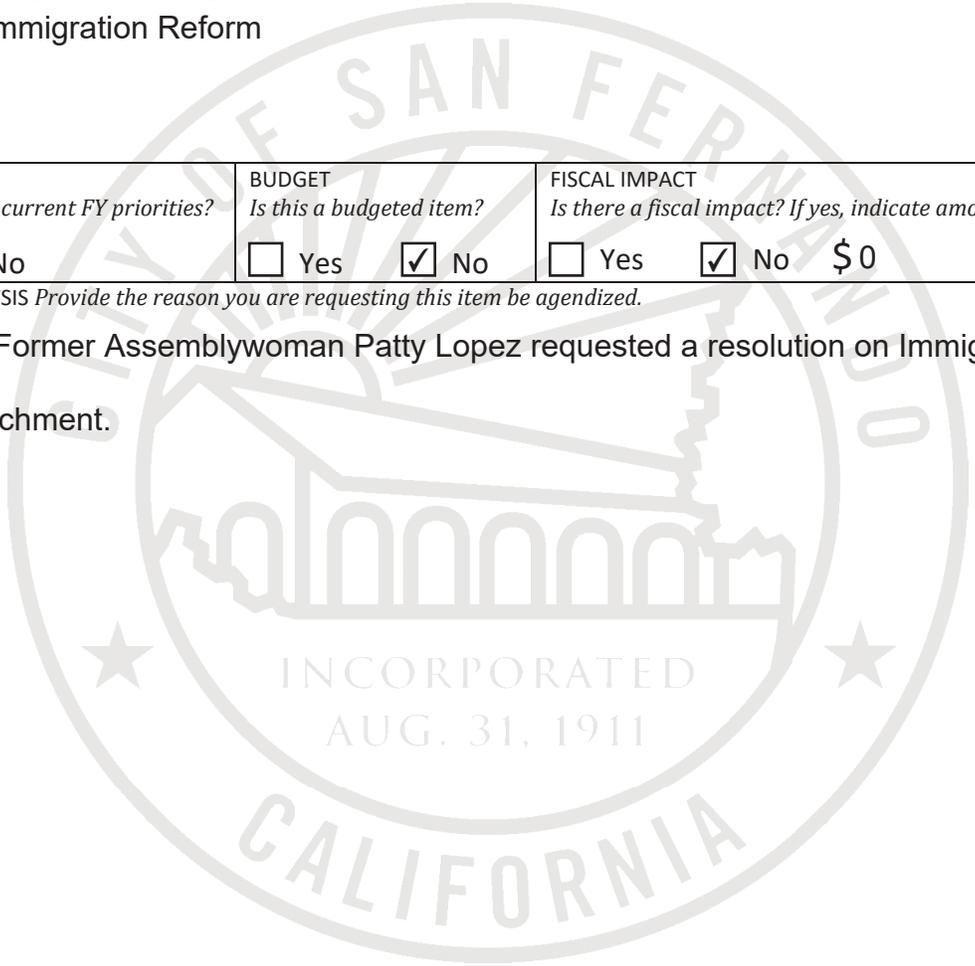
Resolution on Immigration Reform

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ 0
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

A resident and Former Assemblywoman Patty Lopez requested a resolution on Immigration Reform.

Please see attachment.



ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

I recommend that the City Council discuss and consider adopting a Resolution on Immigration Reform.

RESOLUTION NO. 8320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AFFIRMING SUPPORT FOR IMMIGRATION REFORM

WHEREAS, the City Council of San Fernando recognizes the pressing need for immigration reform to address the status of individuals who have resided in our country for over 10, 20, or 35 years since the enactment of the 1986 amnesty; and

WHEREAS, despite the passage of more than three decades since the implementation of the amnesty, countless individuals continue to face uncertainties due to shortcomings in the immigration system, hindering their ability to fully contribute to our society and economy; and

WHEREAS, it is evident that our local, state, and federal governments stand to benefit from granting legal status to these individuals, many of whom have established families, properties, and businesses within our community, thereby enriching our social fabric and economic prosperity; and

WHEREAS, by endorsing this resolution, the City Council of San Fernando expresses support for legislative measures that provide pathways to legal status, including the issuance of work permits and identification cards, which would not only enhance public safety but also foster greater integration and participation within our communities.

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

SECTION 1. By adoption of this resolution, the City Council of San Fernando hereby affirms its support for comprehensive immigration reform that recognizes the contributions of long-standing residents and promotes their inclusion as valued members of our society.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 1st day of July, 2024.

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8320 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 1st day of July, 2024, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of July, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: July 1, 2024

Subject: Discussion of Campaign Contribution Limits

RECOMMENDATION:

I have placed this item on the agenda (Attachment "A") for City Council discussion to provide staff with direction regarding campaign contribution limits (Attachment "B").

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the July 1, 2024 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
- B. Ordinance No. 1560

**REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL
DISCUSSION/CONSIDERATION**

CITY COUNCILMEMBER INFORMATION

NAME

Joel Fajardo

TITLE

Councilmember

CO-SPONSOR CITY COUNCILMEMBER INFORMATION

NAME

Mary Mendoza

In Support

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion of Campaign Contribution Limits

PRIORITIES

Is this included in the current FY priorities?

Yes No

BUDGET

Is this a budgeted item?

Yes No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

Yes No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This is to discuss campaign contribution limits for City Council races.

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

I recommend that the City Council provide staff with direction.

ORDINANCE NO. 1560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE 7, RELATING TO CAMPAIGN REFORM, OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE

NOW, THEREFORE, the City Council of the City of San Fernando hereby ordains as follows:

SECTION 1. Article 7 is added to Chapter 2 of the San Fernando City Code to read as follows:

“ARTICLE VII. CAMPAIGN REFORM

DIVISION 1. GENERALLY

Sec. 2-907. Purpose.

The purposes of this Article are:

(a) To eliminate the possibility of corruption or the appearance of corruption in local elections, arising as a result of disproportionately large political contributions, by adopting the least restrictive limits possible on the amounts of money any person may contribute or otherwise cause to be available to candidates for the city council and city treasurer and those who support or oppose such candidates;

(b) To eliminate the need for candidates and their supporters and opponents to seek large campaign contributions by establishing a realistic voluntary expenditure ceiling for campaigns;

(c) To promote informed actions by the electors of the city by requiring the full and truthful disclosure of contributions and expenditures in election campaigns;

(d) To inhibit improper or illegal campaign activity, and to ensure vigorous enforcement of this chapter; and

(e) Pursuant to California Government Code Section 81013 and Elections Code Section 10202, to impose contribution limitations and other regulations in addition to those imposed by state law, but that do not prevent any person from complying with state law.

Sec. 2-908. Definitions.

The following terms used in this Article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this Article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political

Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

(a) *Candidate* means any person who is a candidate for member of the City Council of the City of San Fernando, City Treasurer or any elective city officer whether or not such officer is a candidate for reelection.

(b) *Committee* means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for City Council or City Treasurer:

(i) Receive contributions totaling five hundred dollars (\$500.00) or more in a calendar year.

(ii) Make independent expenditures totaling five hundred dollars (\$500.00) or more in a calendar year.

(iii) Make contributions totaling five thousand dollars (\$5,000.00) or more in a calendar year.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(c) *Election* means any general election, special election or recall election.

(d) *Elective City Officer* means any person who is a member of the City Council of the City of San Fernando or City Treasurer, whether appointed or elected.

(e) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

Sec. 2-909. Contribution Limitations.

(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.

(b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in

the California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollar (\$10.00) amount.

(c) The limitations of this Section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

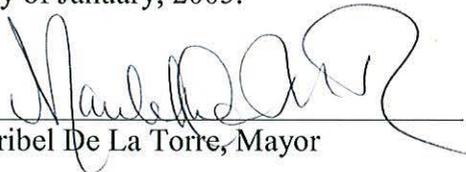
(d) Candidates with election accounts must open a new account for the next City election in which they are a candidate, and may contribute up to five hundred dollars (\$500.00) from the old account into the new account.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 3rd day of January, 2005.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of January, 2005.



Maribel De La Torre, Mayor

ATTEST:



Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

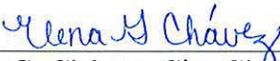


Michael Estrada, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SAN FERNANDO)

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 3rd day of January, 2005 and was carried by the following roll call vote:

AYES: De La Torre, Ruelas, Veres, Martinez, Hernández - 5
NOES: None
ABSENT: None
ABSTAIN: None



Elena G. Chávez, City Clerk