THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

TUESDAY, JANUARY 19, 2016 – 6:00 PM

Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

San Fernando Police Explorer

APPROVAL OF AGENDA

PRESENTATIONS

a) 2015 HELP PORTRAIT – RECOGNITION OF PARTICIPANTS
Mayor Joel Fajardo

b) CERTIFICATE OF APPRECIATION TO JENNIE CAREY (CÉSAR CHÁVEZ LEARNING ACADEMY)
Mayor Joel Fajardo

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per 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.

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) REQUEST TO APPROVE MINUTES OF:

a. NOVEMBER 16, 2015 – SPECIAL MEETING
b. DECEMBER 7, 2015 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NO.'S 15-122, 16-011 AND 16-012 APPROVING THE WARRANT REGISTERS OF DECEMBER 21, 2015, JANUARY 4, 2016 AND JANUARY 19, 2016 RESPECTIVELY

Recommend that the City Council:

a. Adopt Resolution No. 15-122 approving the Warrant Register dated December 21, 2015; and

b. Adopt Resolution No. 16-011 approving the Warrant Register dated January 4, 2016; and

c. Adopt Resolution No. 16-012 approving the Warrant Register dated January 19, 2016.

3) CONSIDERATION TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENTS REGARDING BASEBALL FIELDS AND CONCESSION STANDS FOR YOUTH BASEBALL LEAGUES

Recommend that the City Council:

a. Authorize the City Manager to execute a Baseball Fields and Concession Stand Non-exclusive License Agreement (Contract No. 1810) with Santa Rosa Baseball League to grant access for the of use park facilities at Las Palmas Park; and

b. Authorize the City Manager to execute a Baseball Fields and Concession Stand Non-exclusive License Agreement (Contract No. 1811) with San Fernando National Little League to grant access for the use of park facilities at Pioneer Park and Recreation Park.

4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY TO ALLOW THE CITY TO ACCESS FUNDING THROUGH THE CALRECYCLE RUBBERIZED PAVEMENT GRANT PROGRAM

Recommend that the City Council adopt Resolution No. 7722 approving an Environmentally Preferable Purchasing and Practices Policy to allow the City to access funding through the CalRecycle Rubberized Pavement Grant Program.

5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE TABLE OF ORGANIZATION FOR FISCAL YEAR (FY) 2015-2016 TO INCLUDE THE CITY CLERK DEPARTMENT

Recommend that the City Council adopt Resolution No. 7721 amending the Table of Organization for FY 2015-2016 to include the City Clerk Department.

6) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH ADVANCED ELECTRONICS INC. FOR THE PURCHASE OF TWO SETS OF MOBILE AUTOMATIC LICENSE PLATE READER (ALPR) CAMERA SYSTEMS

Recommend that the City Council:

a. Approve a Purchase Order with Advanced Electronics Inc. for the purchase of two (2) sets of Mobile ALPR camera system, in the amount of $41,697.36, under the Cooperative Purchase Provision of the United States Communities General Services Administration contract #4400001839; and

b. Authorize the City Manager and the Chief of Police to execute the Purchase Order.

7) CONSIDERATION TO APPROVE ON-CALL SERVICES AGREEMENTS FOR STREET STRIPING MAINTENANCE

Recommend that the City Council:

a. Approve professional services agreements with Superior Pavement Markings (Contract No. 1812), J & S Striping (Contract No. 1813), and PCI Striping and Sealcoat (Contract No. 1814) for on-call street striping in an amount not-to-exceed annual budget appropriations for these maintenance services; and

b. Authorize the City Manager to execute the agreements.

8) CONSIDERATION TO APPROVE ON-CALL MAINTENANCE SERVICES AGREEMENTS FOR UTILITY STREET PATCHING AND POTHOLE REPAIRS

Recommend that the City Council:

a. Approve professional services agreements with W.S. Pave, Inc. (Contract No. 1815), Trujillo Grading & Paving Co. Inc. (Contract No. 1816), and G.M, Sager Construction Inc. (Contract No. 1817) for on-call street utility patching and pothole repairs in amounts not-to-exceed annual budget appropriations for these maintenance services; and

b. Authorize the City Manager to execute agreements.

9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE ON-CALL MAINTENANCE SERVICES AGREEMENT FOR WASTEWATER FLOW MONITORING SERVICES

Recommend that the City Council:

a. Approve an amendment to the existing agreement with ADS Environmental Services (ADS) for on-call wastewater flow monitoring services, in an amount not-to-exceed $75,000 using sewer enterprise funds (Contract No. 1818); and

b. Authorize the City Manager to execute the contract.

10) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO INCLUDE A DEVELOPMENT IMPACT FEE STUDY

Recommend that the City Council:

a. Approve an amendment to Professional Services Agreement (Contract No. 1801) with Willdan Financial Services to include a Development Impact Fee study; and

b. Authorize the City Manager to execute the agreement.

11) CONSIDERATION TO COMPLETE GRANT FUNDED IMPROVEMENTS AT RECREATION PARK

Recommend that the City Council:

a. Authorize the City Manager to execute a Purchase Order using the US Communities competitive purchase agreement (Contract No. 110179) with Great Western Park and Playground for the purchase and installation of poured in place playground surfacing at Recreation Park, in an amount of $31,727;

b. Authorize the City Manager to execute a Purchase Order using the National Joint Powers Authority (NJPA) competitive purchasing agreement (Contract No. 022113) with Greenfields Outdoor Fitness for the purchase and installation of nine (9) pieces of outdoor exercise equipment at Recreation Park, in an amount of $29,411;

c. Authorize the City Manager to execute a Purchase Order using the GSA Advantage competitive purchasing agreement (Contract No. GS-07F-0326T) with Montgomery Hardware Company for the purchase and installation of fully accessible storefront and doors at Recreation Park, in an amount of $27,281; and

d. Authorize the City Manager to execute a service agreement (Contract No. 1819) with CEM Construction for the removal of damaged equipment and installation of newly purchased exercise equipment at Recreation Park, in an amount of $18,750.

PUBLIC HEARING

12) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE MAKING FINDINGS AND ESTABLISHING AN INTERIM MORATORIUM ON THE APPLICATION FILING, PROCESSING, APPROVAL AND ISSUANCE OF PERMITS FOR MULTIPLE-FAMILY DWELLING PROJECTS
Recommend that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1650 by title only, "An Urgency Ordinance of the City Council of the City of San Fernando Instituting An Interim Moratorium on the Application Filing, Processing, Approval and Issuance of Permits for Multiple-Family Dwelling Projects." This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

COMMITTEE/COMMISSION LIAISON UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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.

Elena G. Chávez, City Clerk
Signed and Posted: January 15, 2016 (11:00 a.m.)

Regular Meeting
San Fernando City Council

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SAN FERNANDO CITY COUNCIL
MINUTES

NOVEMBER 16, 2015 – 4:30 P.M.
SPECIAL MEETING

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 4:30 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez, and Jaime Soto

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez (arrived at 4:33 p.m., Deputy City Attorney Richard Padilla (arrived at 4:43 p.m.), and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Councilmember Lopez, seconded by Councilmember Soto, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:31 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Mayor Fajardo:

A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: City Manager Brian Saeki

Employees and Employee Bargaining Units that are the Subject of Negotiation:

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 (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6
Designated City Negotiators: Mayor Joel Fajardo and Vice Mayor Sylvia Ballin
Unrepresented Employee: City Manager

C) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION
G.C. §54957
Title of Employee: City Manager

D) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6
Designated City Negotiators: Mayor Joel Fajardo and Vice Mayor Sylvia Ballin
Unrepresented Employee: City Clerk

E) PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT/PERFORMANCE EVALUATION
G.C. §54957
Title of Employee: City Clerk

RECONVENE FROM CLOSED SESSION (6:00 P.M.)

City Attorney Olivarez reported the following:

Items A – The City Council received a briefing but no final action was taken.

Items B, C, D, and E – The City Council received a briefing, direction was given, but no final action was taken.

ADJOURNMENT (6:00 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn. The motion carried unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 16, 2015 meeting as approved by the San Fernando City Council.

_____
Elena G. Chávez
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

DECEMBER 7, 2015 – 5:00 P.M.
SPECIAL MEETING

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, and Jaime Soto (arrived at 5:05 p.m.)

Staff: City Manager Brian Saeki, Deputy City Attorney Richard Padilla, and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:01 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Deputy City Attorney Padilla:

A) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES UNKNOWN POTENTIAL PLAINTIFFS WHICH MAY CREATE EXPOSURE TO LITIGATION
G.C. §54956.9(d)(2) AND §54956.9(e)(1)
One (1) Matter

RECONVENE FROM CLOSED SESSION (6:01 P.M.)

Deputy City Attorney Padilla reported that the staff provided a general update on facts and circumstances which could create the potential for litigation but no final action or direction was given.

ADJOURNMENT (6:01 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn. The motion carried unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 7, 2015 meeting as approved by the San Fernando City Council.

_____

Elena G. Chávez
City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: January 19, 2016

Subject: Consideration to Adopt Resolution No.'s 15-122, 16-011 & 16-012 Approving the Warrant Registers of December 21, 2015, January 4, 2016 and January 19, 2016 Respectively

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 15-122 (Attachment "A") approving the Warrant Register dated December 21, 2015; and

b. Adopt Resolution No. 16-011 (Attachment "B") approving the Warrant Register dated January 4, 2016; and

c. Adopt Resolution No. 16-012 (Attachment "C") approving the Warrant Register dated January 19, 2016.

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 handwritten checks, generally are not released until after the City Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten 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 Finance Director 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

Finance Director hereby certifies that each Warrant Register has been reviewed for completeness and that sufficient funds are available for payment of the Warrant Register.

There are three Warrant Registers enclosed due to the lack of a formal City Council meeting on December 21, 2015 and January 4, 2016. As directed by Resolution No. 6212, the Warrant Registers for December 21, 2015 and January 4, 2016 was approved by the City Manager and the Finance Director. This Resolution permits for the release of regular occurring Warrant Registers. A copy of the Resolution (Attachment "C") and the memorandums provided to the City Treasurer approving the release of the Warrant Registers (Attachments "E" and Attachment "F") are also included.

ATTACHMENT:

A. Resolution No. 15-122
B. Resolution No. 16-011
C. Resolution No. 16-012
D. Resolution No. 6212
E. Memorandum Approving Release of Warrant Register (December 21, 2015)
F. Memorandum Approving Release of Warrant Register (January 4, 2016)

ATTACHMENT "A"

RESOLUTION NO. 15-122

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-122

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

1. That the demands (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 19th day of January, 2016.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of January, 2016, by the following vote to wit:

AYES: Ballin, Gonzales, Lopez, Fajardo, Avila – 5

NOES: None

ABSENT: None

_____
Elena G. Chávez, City Clerk

ATTACHMENT "B"

RESOLUTION NO. 16-011

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-011

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

1. That the demands (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 19th day of January, 2016.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of January, 2016, by the following vote to wit:

AYES: Ballin, Gonzales, Lopez, Fajardo, Avila – 5

NOES: None

ABSENT: None

_____
Elena G. Chávez, City Clerk

ATTACHMENT "C"

RESOLUTION NO. 16-012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-012

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

1. That the demands (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 19th day of January, 2016.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of January, 2016, by the following vote to wit:

AYES: Ballin, Gonzales, Lopez, Fajardo, Avila – 5

NOES: None

ABSENT: None

_____
Elena G. Chávez, City Clerk

ATTACHMENT "D"

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

Mayor, City of San Fernando

ATTEST:

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

ATTACHMENT "E"

THE CITY OF SAN FERNANDO

MEMORANDUM

To: Margarita Solis, City Treasurer

From: Nick Kimball, Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

Date: December 22, 2015

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on December 21, 2015, 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 Finance Director (copy attached). Approval is hereby provided:

Approved: _____
Nick Kimball, Finance Director

Approved: _____
Brian, Saeki, City Manager

ATTACHMENT "F"

THE CITY OF SAN FERNANDO

MEMORANDUM

To: Margarita Solis, City Treasurer

From: Nick Kimball, Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

Date: January 5, 2016

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on January 4, 2016, 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 Finance Director (copy attached). Approval is hereby provided:

Approved: _____
Nick Kimball, Finance Director

Approved: _____
Brian Saeki, City Manager

EXHIBIT "A"

vchlist
12/22/2015 8:42:42AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112270	12/21/2015	100020 A.G.O.P. SURPLUS STORES	13079		UNIFORMS	
					001-222-0000-4300	646.70
					Total :	**646.70**
112271	12/21/2015	100031 A-1 LAWNMOWER INC.	75384		PULLEYS & HUBS - PK2364	
					041-320-0390-4400	186.81
					Total :	**186.81**
112272	12/21/2015	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES	
					001-140-0000-4220	5.40
			460851202		PD CELL PHONES	
					001-222-0000-4220	116.16
			561407019		CITY YARD CELL PHONE & USB MC	
					070-384-0000-4220	60.38
					043-390-0000-4220	20.97
					041-320-0000-4220	20.97
					072-360-0000-4220	0.47
					001-130-0000-4220	33.73
			660629692		VARIOUS CELL PHONES	
					001-106-0000-4220	39.86
					070-384-0000-4220	76.01
			870422920		PD CELL PHONES AND MDT MODE	
					001-222-0000-4220	947.53
					001-152-0000-4220	114.03
					Total :	**1,435.51**
112273	12/21/2015	100143 ALONSO, SERGIO	NOV 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	650.00
					Total :	**650.00**
112274	12/21/2015	100222 ARROYO BUILDING MATERIALS, INC	157799		CONCRETE - WOODWORTH SIDEV	
					001-311-0000-4600	162.78
			157808		CONCRETE - WOODWORTH SIDEV	
					001-311-0000-4600	108.01
					Total :	**270.79**

vchlist
12/22/2015 8:42:42AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112275	12/21/2015	100532 STATE OF CALIFORNIA, DEPARTMENT C	134547		LIVESCAN FINGERPRINTS - NOV 2	
					004-2386	2,598.00
					Total :	**2,598.00**
112276	12/21/2015	100752 COLELLI, CHRIS	TRAVEL		POST MANAGEMENT 3 WEEK COU	
					001-225-0000-4360	585.00
					Total :	**585.00**
112277	12/21/2015	100805 COOPER HARDWARE INC.	98223		ROOF CEMENT, THINNER, MISC TC	
					027-344-0301-4300	172.85
			98264		SILICONE	
					027-344-0301-4300	32.63
			98434		SHOVELS AND REPLACEMENT HAI	
					001-341-0301-4300	75.18
					Total :	**280.66**
112278	12/21/2015	100960 DIEDIKER, VIRGINIA	REIMB.		REIMB OF ITEMS PURCHASED FOI	
					001-424-0000-4300	295.27
					Total :	**295.27**
112279	12/21/2015	100989 DOOLEY ENTERPRISES INC.	52102		AMMUNITION	
				11293	001-222-0000-4300	19,591.20
					Total :	**19,591.20**
112280	12/21/2015	101147 FEDEX	5-245-25520		COURIER SERVICE	
					001-190-0000-4280	70.59
					Total :	**70.59**
112281	12/21/2015	101302 VERIZON	8183616728		ENGINEERING FAX LINE	
					001-310-0000-4220	21.32
			8183655097		PD NARCOTICS VAULT	
					001-222-0000-4220	26.64
			8188371509		ANIMAL CONTROL & PW PHONE LI	
					001-190-0000-4220	21.03
			8188372296		POLICE DEPT SPECIAL PROBLEMS	
					001-222-0000-4220	293.11
			8188384969		PD ALARM PANEL	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112281	12/21/2015	101302 VERIZON	(Continued)			
					001-222-0000-4220	196.80
					Total :	558.90
112282	12/21/2015	101373 GOVERNMENT FINANCE	NONPO		CERTIFICATE OF ACHIEVE. FOR E)	
					001-130-0000-4370	435.00
					Total :	435.00
112283	12/21/2015	101376 GRAINGER, INC.	9894176412		REC PARK CRAFT ROOM LIGHTS	
					043-390-0000-4300	26.54
			9894626804		SPARE LOCK FOR CABINET	
					043-390-0000-4300	2.19
			9894833871		PIONEER PARK SCOUT HOUSE WI	
					043-390-0000-4300	337.55
			9894833889		MATL'S FOR TREE LIGHTING CERE	
					043-390-0000-4300	5.58
			9895953850		MATL'S FOR TREE LIGHTING CERE	
					043-390-0000-4300	214.04
			9895953868		MATL'S FOR TREE LIGHTING CERE	
					043-390-0000-4300	19.55
			9899415989		MATL'S FOR TREE LIGHTING CERE	
					043-390-0000-4300	153.80
					Total :	759.25
112284	12/21/2015	101434 GUZMAN, JESUS ALBERTO	NOV 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	900.00
					108-424-3659-4260	900.00
					Total :	1,800.00
112285	12/21/2015	101528 THE HOME DEPOT CRC, ACCT#6035322	6063193		PARKS MISC SUPPLIES	
					001-423-0000-4300	374.75
			6971495		CESAR CHAVEZ LIGHTING	
					043-390-0000-4300	139.70
			7071578		SMALL TOOLS FOR MAINT TRUCK	
					043-390-0000-4340	36.38
			7082882		PULL PLATES FOR LOPEZ ADOBE I	
					043-390-0000-4300	39.46

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112285	12/21/2015	101528 THE HOME DEPOT CRC, ACCT#6035322	(Continued)			
			8080079		MATL'S FOR HOLIDAY TREE LIGHTI	
					001-424-0000-4300	54.79
			8180026		MATL'S FOR HOLIDAY TREE LIGHTI	
					001-424-0000-4300	251.48
			9064181		HOLIDAY LIGHTS	
					001-424-0000-4260	574.62
					Total :	1,471.18
112286	12/21/2015	101599 IMAGE 2000 CORPORATION	VN488570		SHARP/MX-4111N EQ20796 @ ASCI	
					103-420-0000-4260	151.50
					104-420-0000-4260	151.49
					001-135-0000-4260	591.12
					072-360-0000-4450	27.78
					001-135-0000-4260	114.44
					Total :	1,036.33
112287	12/21/2015	101688 J & R AUDIO	3460		SOUND/LIGHTING WITH TECHNICI/	
					001-424-0000-4260	1,000.00
					Total :	1,000.00
112288	12/21/2015	101709 AV EQUIPMENT RENTAL INC.	114521		PARTNER SAW BLADE CONCRETE	
					041-320-0000-4320	501.40
					Total :	501.40
112289	12/21/2015	101713 JOBS AVAILABLE INC.	1525034		RECREATION SUPERVISOR AD	
					001-106-0000-4230	409.50
					Total :	409.50
112290	12/21/2015	101764 KEYSTONE UNIFORM DEPOT	12226		UNIFORMS	
					001-222-0000-4300	279.91
					Total :	279.91
112291	12/21/2015	101852 LARRY & JOE'S PLUMBING	2662733-0001-02		JOINT COMPOUND, BRASS FITTIN(	
					070-383-0301-4300	35.56
			2662766-0001-02		CREDIT - RETURN OF BRASS FITTI	
					070-383-0301-4300	-1.02

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
112291	12/21/2015	101852	101852 LARRY & JOE'S PLUMBING	(Continued)		Total :	34.54
112292	12/21/2015	101929	LINGO INDUSTRIAL ELECTRONICS	32296		REPLACEMENT TRAFFIC SIGNALS	
						001-371-0301-4300	1,033.32
						Total :	1,033.32
112293	12/21/2015	102003	LOS ANGELES COUNTY	RE-PW-15110506004		INDUSTRIAL WASTE CHARGES	
					11292	072-360-0000-4450	2,282.80
				RE-PW-15110506023		INDUSTRIAL WASTE CHARGES	
					11292	072-360-0000-4450	7,811.81
						Total :	10,094.61
112294	12/21/2015	102148	METROPOLITAN WATER DISTRICT	8545		CAPACITY CHARGE	
						070-384-0000-4450	4,632.50
						Total :	4,632.50
112295	12/21/2015	102275	MOTION PICTURE LICENSING CORP.	503992080		MOTION PICTURE LICENSING FEE	
						001-424-0000-4260	378.42
						Total :	378.42
112296	12/21/2015	102303	NACHO'S ORNAMENTAL SUPPLY	INV072801		MATL'S FOR CHRISTMAS TREE LIG	
						043-390-0000-4300	65.40
						Total :	65.40
112297	12/21/2015	102325	NAPA AUTO PARTS	882645		BRAKE SPRINGS - PW8073	
						041-320-0311-4400	11.82
				883599		SMART FILL GAS CAN & SPOUT	
						070-383-0000-4340	18.97
				883739		TIRE CHUCK - PW1258	
						072-360-0000-4400	20.77
				883859		POWER STEERING FLUID	
						041-1215	38.30
						Total :	89.86
112298	12/21/2015	102403	NOW IMAGE PRINTING	5260		2016 PARKING PERMIT STICKERS	
						029-335-0000-4302	1,105.95
						Total :	1,105.95

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
112299	12/21/2015	102432	OFFICE DEPOT	1869233651		TAPE, INK, ENVELOPES & CALEND	
						001-422-0000-4300	245.24
				801076617001		COPY PAPER, DUST AIR, PENCILS,	
						001-420-0000-4300	108.29
						001-423-0000-4300	61.58
				801076618001		MARKERS	
						001-423-0000-4300	4.15
				801076619001		PEN	
						001-423-0000-4300	5.46
				801828395001		SHREDDER	
						001-130-0000-4300	219.69
				806233587001		CHAIR	
						001-420-0000-4300	295.64
				807663698001		RUBBERBAND, TAPE, BINDER INK	
						001-420-0000-4300	26.47
						001-423-0000-4300	61.15
				808074086001		COPY PAPER	
						001-420-0000-4300	205.26
				808821226001		FOLDERS, POST IT NOTES, PAGE I	
						001-222-0000-4300	164.48
				809598464001		FOLDERS	
						001-222-0000-4300	18.97
				809598698001		HEAVY DUTY STAPLER	
						001-222-0000-4300	120.44
						Total :	1,536.82
112300	12/21/2015	102666	PREFERRED DELIVERY SYSTEMS INC	549-132		COURIER SERVICE	
						001-222-0000-4260	103.00
						Total :	103.00
112301	12/21/2015	102738	QUINTERO ESCAMILLA, VIOLETA	DEC 2015		SENIOR MUSIC INSTRUCTOR	
						017-420-1323-4260	120.00
						Total :	120.00
112302	12/21/2015	102782	RAMIREZ, JOSE A.	120215		SENIOR CLUB NEW YEARS DANCE	
						004-2380	1,900.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112302	12/21/2015	102782 102782 RAMIREZ, JOSE A.	(Continued)		Total :	1,900.00
112303	12/21/2015	102855 RIO HONDO REGIONAL	F15-71-ZSFN		ARREST & CONTROL TRAINING	
					001-225-0000-4360	55.20
					Total :	55.20
112304	12/21/2015	102929 ROYAL PAPER CORPORATION	4559918		CLEANING SUPPLIES	
					001-424-0000-4300	447.48
					Total :	447.48
112305	12/21/2015	102930 ROYAL WHOLESALE ELECTRIC	8901-721687		STREET LIGHT REPLACEMENT	
					027-344-0301-4300	24.53
			8901-722427		NITRATE SYSTEM CONDUIT-DRON	
					070-384-0000-4320	175.60
					Total :	200.13
112306	12/21/2015	102978 SWRCB FEES	WD-0113011		STORM WATER ANNUAL PERMIT FI	
					070-381-0000-4450	6,869.00
					Total :	6,869.00
112307	12/21/2015	103010 SAM'S CLUB DIRECT, #0402465855179	1915		SENIOR PROG REFRESHMENTS	
					004-2346	127.00
			3298		CLOROX WIPES & LYSOL	
					001-222-0000-4300	32.26
			999999		MEMBERSHIP DUES	
					001-190-0000-4380	135.00
					Total :	294.26
112308	12/21/2015	103184 SMART & FINAL	122108		ENP SUPPLIES	
					115-422-3750-4300	157.09
			130731		CANDY CANES	
					004-2359	111.84
			137767		ASCEP ARTS & CRAFTS SUPPLIES	
					103-420-0000-4300	24.21
					104-420-0000-4300	24.21
					Total :	317.35
112309	12/21/2015	103193 SNAP-ON INDUSTRIAL	ARV/27439264		SMALL TOOLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112309	12/21/2015	103193 SNAP-ON INDUSTRIAL	(Continued)			
					041-320-0000-4340	206.79
			ARV/27447700		SMALL TOOLS	
					041-320-0000-4340	571.12
					Total :	777.91
112310	12/21/2015	103202 SOUTHERN CALIFORNIA EDISON CO.	2026826982		ELECTRIC - 910 FIRST (11/03/15-12.	
					043-390-0000-4210	3,846.86
			2210823241		ELECTRIC - VARIOUS LOCATIONS	
					029-335-0000-4210	2,058.50
					070-384-0000-4210	164.65
					043-390-0000-4210	11,969.90
					027-344-0000-4210	15,227.36
			2337465215		ELECTRIC - 190 PARK (11/03/15-12/	
					027-344-0000-4210	587.41
					Total :	33,854.68
112311	12/21/2015	103205 THE GAS COMPANY	02132069002		GAS - 300 PARK (10/06/15-11/03/15)	
					001-430-0000-4210	3,631.13
					Total :	3,631.13
112312	12/21/2015	103205 THE GAS COMPANY	08852064008		GAS - 117 MACNEIL (11/03/15-12/03.	
					043-390-0000-4210	72.06
			09062064002		GAS - 120 MACNEIL (11/03/15-12/04	
					070-381-0000-4210	14.50
					072-360-0000-4210	14.50
					043-390-0000-4210	29.00
					Total :	130.06
112313	12/21/2015	103218 SOLIS, MARGARITA	30-37		PETTY CASH REIMB	
					001-310-0000-4390	12.00
					041-320-0225-4400	20.00
					070-381-0000-4360	48.53
					001-222-0000-4350	7.44
					001-222-0000-4300	75.39
					Total :	163.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112314	12/21/2015	103413 TRANS UNION LLC	11507952		CREDIT CHECK	
					001-222-0000-4260	15.00
					Total :	15.00
112315	12/21/2015	103445 UNDERGROUND SERVICE ALERT	1120150668		(36) USA DIGALERT TICKETS	
					070-384-0000-4260	54.00
					Total :	54.00
112316	12/21/2015	103449 USA BLUE BOOK	803423		PARKING METER BATTERIES	
					029-335-0000-4300	210.85
					Total :	210.85
112317	12/21/2015	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTA(	
					072-360-0000-4300	538.12
					070-382-0000-4300	538.12
					Total :	1,076.24
112318	12/21/2015	103534 VALLEY LOCKSMITH	3149		HEAVY DUTY FLUSH BOLTS	
					070-384-0000-4330	65.67
					Total :	65.67
112319	12/21/2015	103716 WORKBOOT WAREHOUSE	4-14770		SAFETY BOOTS	
					001-371-0000-4310	271.41
					Total :	271.41
112320	12/21/2015	103851 EVERSOFT, INC.	R1514218		SOFTENER - WELL 2A	
					070-384-0000-4260	215.61
			R1514219		SOFTNER - WELL 4A	
					070-384-0000-4260	142.56
			R1514220		SOFTNER - WELL 3	
					070-384-0000-4260	37.72
					Total :	395.89
112321	12/21/2015	103856 FLAGS USA INC.	62326		US FLAGS	
					001-311-0000-4600	321.08
			62596		REPLACEMENT FLAGS FOR ALL FA	
					043-390-0000-4300	375.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112321	12/21/2015	103856 103856 FLAGS USA INC.	(Continued)		Total :	696.91
112322	12/21/2015	103903 TIME WARNER CABLE	8448200540010328		CABLE - 10/05/15-11/04/15	
					001-190-0000-4220	88.38
			8448200540010518		CABLE 11/29/15-12/28/15	
					001-420-0000-4260	200.78
					Total :	289.16
112323	12/21/2015	887139 ESCALANTE, HOPE	321578		SENIOR TRIP REFUND	
					004-2383	110.00
					Total :	110.00
112324	12/21/2015	887270 AMERICAN TRANSPORTATION SYSTEM	53677		TRANSPORTATION SERVICES TO L	
					007-440-0443-4260	951.40
					Total :	951.40
112325	12/21/2015	887570 SIMPLOT PARTNERS	205031866		ROUNDUP WEED KILLER FOR ALL	
					043-390-0000-4300	223.46
					Total :	223.46
112326	12/21/2015	887901 PEREZ, JOHN	022115		STL DTD CKS#109241 - SPORTS OI	
					017-2140	72.00
					Total :	72.00
112327	12/21/2015	888075 DATAMATIC, INC.	SRV850001026		HANDHELD METER READING MAIN	
					070-381-0000-4320	395.08
					Total :	395.08
112328	12/21/2015	888241 UNITED SITE SERVICES OF CA INC	114-3460430		PORTABLE TOILET @ REC PARK	
					001-420-0000-4260	143.90
			114-3503711		PORTABLE TOILET RENTAL @ 501	
					043-390-0000-4260	550.04
			114-3511960		PORTABLE TOILET RENTAL @ LAYI	
					043-390-0000-4260	379.22
					Total :	1,073.16
112329	12/21/2015	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	33.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112329	12/21/2015	888242 888242 MCI COMM SERVICE	(Continued)		Total :	33.65
112330	12/21/2015	888390 WEST COAST ARBORISTS, INC.	110741	11253	TREE TRIMMING SERVICES 011-311-0000-4260	12,347.55
					Total :	12,347.55
112331	12/21/2015	888392 TRULINE PRINTING, INC.	120315		ASCEP T-SHIRTS 104-420-0000-4300	194.67
					103-420-0000-4300	194.68
					Total :	389.35
112332	12/21/2015	888646 HD SUPPLY WATER WORKS, LTD	E707851		2" CLA-VAL WELL 7A 070-384-0000-4330	354.90
			E753227		SAW BLADES 070-383-0000-4340	43.56
			E767538		WATER METER COVER W/HINGED 070-383-0301-4300	106.01
			E771776		AIR RELEASE VALVE FOR NITRATE 070-384-0000-4320	106.88
					Total :	611.35
112333	12/21/2015	888800 BUSINESS CARD	102215		POLICE OFFICER GEAR 001-222-0000-4300	300.54
			112515		IPAD KEYBOARD REPLACEMENT 001-101-0000-4300	52.99
			113015		FINANCE CHARGE 001-190-0000-4435	1.00
			120115-1		RCS SYSTEM TRAINING 017-420-1337-4300	823.55
			120115-2		RCS SYSTEM TRAINING 017-420-1337-4300	823.55
			120115-3		RCS SYSTEM TRAINING 017-420-1337-4300	329.41
			120215		ADULT SPORTS LEAGUE SWEATSH 017-420-1334-4300	584.69
			120215		FIRST AID/CPR/AED TRAINING 001-225-0000-4360	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112333	12/21/2015	888800 BUSINESS CARD	(Continued) 120415		CARRYING CASE FOR PROJECTOR 001-150-0000-4300	33.31
					Total :	3,024.04
112334	12/21/2015	888946 TEKWERKS	M6511-FINAL	11211	CITY WEBSITE RE-DESIGN 001-190-0000-4267	3,250.00
					Total :	3,250.00
112335	12/21/2015	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD - 001-310-0000-4220	64.50
					Total :	64.50
112336	12/21/2015	889043 ALADIN JUMPERS	110115		RENTAL OF DANCE FLOOR, CANOI 004-2359	975.00
			110615		RENTAL OF TABLES, CHAIRS & CAI 001-424-0000-4260	330.00
			112815		RENTAL OF STAGE W/RAILS & SKIF 001-424-0000-4260	1,430.00
			120415		BALLON ORDER FOR SENIOR EXP 001-422-0000-4300	140.00
					Total :	2,875.00
112337	12/21/2015	889149 STAPLES BUSINESS ADVANTAGE	8036921612		BREAKROOM SUPPLIES 001-190-0000-4300	349.26
					Total :	349.26
112338	12/21/2015	889355 OLIVAS, FRED	321559		SENIOR TRIP REFUND 004-2384	110.00
					Total :	110.00
112339	12/21/2015	889532 GILMORE, REVA A.	11/28/15 - 12/11/15		FOOD SERVICE MANAGER 115-422-3750-4270	494.00
					115-422-3752-4270	78.00
					Total :	572.00
112340	12/21/2015	889533 MARTINEZ, ANITA	11/28/15 - 12/11/15		FOOD SERVICE INTAKE CLERK 115-422-3750-4270	144.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112340	12/21/2015	889533 889533 MARTINEZ, ANITA	(Continued)		Total :	144.00
112341	12/21/2015	889535 GOMEZ, GILBERT	11/28/15 - 12/11/15		HDM DRIVER	
					115-422-3752-4270	180.00
					115-422-3752-4390	52.00
					Total :	232.00
112342	12/21/2015	889592 CUELLAR, JIMMY KYLE	NOV 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	550.00
					Total :	550.00
112343	12/21/2015	889647 WINZER CORPORATION	5464632		LENSE CLEANER; UNDERGROUNI	
					027-344-0301-4300	213.89
					Total :	213.89
112344	12/21/2015	889680 JIMENEZ LOPEZ, JUAN MANUEL	NOV 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	450.00
					108-424-3659-4260	450.00
					Total :	900.00
112345	12/21/2015	889681 VILLALPANDO, MARIA	11/28/15 - 12/11/15		FOOD SERVICE WORKER	
					115-422-3750-4270	202.50
					115-422-3752-4270	40.50
					Total :	243.00
112346	12/21/2015	889935 STEINBERG, STEVE	11/09/15 - 12/16/15		SENIOR AEROBICS INSTRUCTOR	
					017-420-1322-4260	862.50
					Total :	862.50
112347	12/21/2015	889978 PERFORMANCE PIPELINE	7973		CITY SEWER SYSTEM TVING	
				11233	072-360-0000-4260	15,750.41
					Total :	15,750.41
112348	12/21/2015	890004 PACIFIC TELEMANAGEMENT SERVICE	800478		PD PAY PHONE - JAN 2016	
					001-190-0000-4220	62.64
					Total :	62.64
112349	12/21/2015	890095 O'REILLY AUTO PARTS	4605-165658		SILICONE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112349	12/21/2015	890095 O'REILLY AUTO PARTS	(Continued)			
					041-320-0000-4300	20.35
			4605-167496		WASHER BOTTLE - PW1258	
					072-360-0000-4400	8.75
			4605-167851		BRAKE SWITCH	
					041-320-0224-4400	18.81
			4605-168235		PD AIR CONDITIONING CONTROLL	
					043-390-0000-4300	31.37
			4605-169144		UTILITY SHELL STRUTS - PK3240	
					041-320-0390-4400	37.62
			4605-169159		ELECTRONIC FUEL PUMP	
					041-1215	51.45
			4605-169279		RETURNED STRUTS	
					041-320-0390-4400	5.96
					041-320-0320-4400	51.49
					Total :	225.80
112350	12/21/2015	890325 L.S. AZTEC T SHIRTS	2015-1202		TROPHIES	
					017-420-1334-4300	152.60
					Total :	152.60
112351	12/21/2015	890401 ENVIROGEN TECHNOLOGIES INC	0007452-IN		NITRATE REMOVAL SYSTEM LEASI	
				11254	070-384-0000-4260	7,193.64
			0007494-IN		ELO TOUCHSCREEN MONITOR	
					070-385-0857-4600	1,760.00
					Total :	8,953.64
112352	12/21/2015	890546 BARAJAS, CRYSTAL	NOV 2015		MMAP MENTOR INSTRUCTOR	
					109-424-3637-4260	180.00
					Total :	180.00
112353	12/21/2015	890817 THE WALKING MAN, INC.	E6783		FLYER DISTRIBUTION	
					001-420-0000-4260	1,125.00
					Total :	1,125.00
112354	12/21/2015	890833 THOMSON REUTERS	832999372		LA CLEAR - INVEST TOOL	
					001-222-0000-4260	165.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112354	12/21/2015	890833 890833 THOMSON REUTERS	(Continued)		Total :	165.96
112355	12/21/2015	890879 EUROFINS EATON ANALYTICAL, INC	L0241306		WATER ANALYSIS - F562531 070-384-0000-4260	139.60
			L0241899		WATER ANALYSIS - F562845 070-384-0000-4260	139.60
			L0241900		WATER ANALYSIS - F562871 070-384-0000-4260	164.00
			L0241903		WATER ANALYSIS - F562980 070-384-0000-4260	24.00
			L0242304		WATER ANALYSIS - F563038 070-384-0000-4260	139.60
			L0242307		WATER ANALYSIS - F563410 070-384-0000-4260	139.60
			L0242508		WATER ANALYSIS - F561858 070-384-0000-4260	164.00
			L0242511		WATER ANALYSIS - F563896 070-384-0000-4260	139.60
			L0242591		WATER ANALYSIS - F564312 070-384-0000-4260	139.60
					Total :	1,189.60
112356	12/21/2015	890992 M & M PAPER COMPANY	84127		(40) CASES OF COPY PAPER 001-1200	1,347.24
					Total :	1,347.24
112357	12/21/2015	891121 RIVERA, NICOLE	NOV 2015		MMAP MENTOR INSTRUCTOR 109-424-3637-4260	180.00
					Total :	180.00
112358	12/21/2015	891311 TORRES, RITA	11/28/15 - 12/11/15		ENP SUBSTITUTE 115-422-3750-4270	144.00
					115-422-3752-4270	18.00
					Total :	162.00
112359	12/21/2015	891329 MIKE'S TIRE MAN INC	0045767		TIRES FOR FLEET 041-1215	570.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112359	12/21/2015	891329 891329 MIKE'S TIRE MAN INC	(Continued)		Total :	570.57
112360	12/21/2015	891346 CAMPBELL, AMANDA D	120315		FACE PAINTING AND SUPPLIES 001-424-0000-4260	150.00
					Total :	150.00
112361	12/21/2015	891355 NAREZ, FABIAN	NOV 2015		MMAP MENTOR INSTRUCTOR 109-424-3637-4260	180.00
					Total :	180.00
112362	12/21/2015	891377 REYES, JOSE	11/28/15 - 12/11/15		HDM DRIVER 115-422-3752-4270	180.00
					115-422-3752-4390	62.40
					Total :	242.40
112363	12/21/2015	891439 SUPERIOR WATER TECHNOLOGIES	2015-230		REPLACE (3) LEVEL SWITCHES & F 070-384-0000-4320	805.09
					Total :	805.09
112364	12/21/2015	891445 RUEDA, GENESIS	REIMB.		TRAINING - LUNCH REIMB 001-225-0000-4300	37.80
					Total :	37.80
112365	12/21/2015	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & E-MAIL I 001-190-0000-4220	50.95
					Total :	50.95
112366	12/21/2015	891570 INNOVATIVE TELECOM. SYSTEMS	1678		TELEPHONE EQUIPMENT MAINT - 001-190-0000-4260	395.00
					Total :	395.00
112367	12/21/2015	891587 ABLE MAILING INC.	23286		FULFILLMENT; FOLD TWO PCS, IN:	
				11238	070-382-0000-4300	77.12
				11238	072-360-0000-4300	77.13
			23287		STORAGE FOR WATER ENVELOPE	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112367	12/21/2015	891587 891587 ABLE MAILING INC.	(Continued)		Total :	179.25
112368	12/21/2015	891653 SARGENT TOWN PLANNING	15044		SAN FERNANDO TRANSIT ORIENTI	
				11143	113-150-3673-4270	1,429.60
			15045		SAN FERNANDO TRANSIT ORIENTI	
				11143	113-150-3673-4270	917.60
			15046		SAN FERNANDO TRANSIT ORIENTI	
				11143	113-150-3673-4270	22,641.00
			15050		SAN FERNANDO TRANSIT ORIENTI	
				11143	113-150-3673-4270	3,707.60
					Total :	28,695.80
112369	12/21/2015	891664 GOLDEN TOUCH CLEANING, INC	62187		JANITORIAL SERVICES CONTRACT	
				11242	043-390-0000-4260	12,550.00
					Total :	12,550.00
112370	12/21/2015	891711 CHIEF LAW ENFORCEMENT SUPPLY	410957		MIRANDA CARDS	
					001-222-0000-4300	56.79
					Total :	56.79
112371	12/21/2015	891730 THE YODSUCKARS	20151203001R2		SANTA PHOTOS FOR HOLIDAY TRE	
					001-424-0000-4260	375.00
					Total :	375.00
112372	12/21/2015	891738 KNIGHT COMMUNICATIONS INC	2010588		INFORMATION TECHNOLOGY MAN	
				11249	001-135-0000-4270	10,000.00
					Total :	10,000.00
112373	12/21/2015	891739 ALAS MEDIA	201526		MARKETING VIDEO AND SET-UP O	
				11303	001-190-0000-4267	6,000.00
			201526-2		PHOTO HEADSHOTS OF EACH CIT	
					001-190-0000-4267	300.00
					Total :	6,300.00
112374	12/21/2015	891741 L.J. LE BLANC	15-020		ON-CALL ENGINEERING SERVICES	
					001-310-0000-4270	812.00
					Total :	812.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112375	12/21/2015	891777 IRRIGATION EXPRESS	15034509-00		4-IN WIDE METER SHOVEL	
					070-383-0000-4340	25.60
			15034640-00		PIONEER PARK IRRIGATION REPAI	
					043-390-0000-4300	29.43
			15034730-00		PIONEER PARK IRRIGATION REPAI	
					043-390-0000-4300	53.18
			15034930-00		REPLACE BALL VALVE @ LP PARK	
					043-390-0000-4300	110.20
					Total :	218.41
112376	12/21/2015	891845 VINYL PRODUCTS MFG., INC	058887		JAIL MATRESSES	
					001-225-0000-4350	1,098.96
					Total :	1,098.96
112377	12/21/2015	891847 RAMIREZ, JESSICA	REIMB.		TRAINING - LUNCH REIMB	
					001-225-0000-4360	20.77
					Total :	20.77
112378	12/21/2015	891853 PARTIES, PETALS & PAPER	142		SERVICES FOR HEALTHY SAN FER	
					017-420-1395-4260	1,000.00
					Total :	1,000.00
112379	12/21/2015	891860 CARL WARREN & COMPANY	10041-10043		REIMB. TO ITF ACCT (LIABILITY CL	
					006-1037	13,041.26
			10046-10052		REIMB. TO ITF ACCT (LIABILITY CL	
					006-1037	10,054.41
					Total :	23,095.67
112380	12/21/2015	892010 SOTO JR., JAIME	100		TREE LIGHTING FENCING PREPAR	
					001-424-0000-4260	60.00
					Total :	60.00
112381	12/21/2015	892013 BERNSTEIN, DIANA	11/19/15 - 12/17/15		ALL ABILITIES ART CLASS INSTRU(	
					017-420-1343-4260	260.00
					Total :	260.00
112382	12/21/2015	892026 KTB CONSTRUCTION	NO. 4		BRAND BLVD WATERWISE LANDS(	
				11283	070-385-0178-4600	41,888.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112382	12/21/2015	892026 KTB CONSTRUCTION	(Continued)		070-2037	-4,188.87
					Total :	37,699.83
112383	12/21/2015	892036 ROTHSCHILD, DEBORAH	11/09/15 - 12/16/15		SENIOR CITIZEN DANCE & STRETC 017-420-1322-4260	600.00
					Total :	600.00
112384	12/21/2015	892055 NEVAREZ, LINDA	120315		FACE PAINTING ARTIST & SUPPLIE 001-424-0000-4260	150.00
					Total :	150.00
112385	12/21/2015	892078 REWARD STRATEGY GROUP	3506	11304	CITY-WIDE CLASSIFICATION AND 001-190-0000-4270	2,880.00
					Total :	2,880.00
112386	12/21/2015	892081 VERIZON BUSINESS SERVICES	69613784		MPLS PORT ACCESS & ROUTER F(001-222-0000-4220	762.71
					Total :	762.71
112387	12/21/2015	892082 VILLEGAS, SUSIE	41-1175-04		WATER ACCT REFUND - 601 LASHI 070-2010	83.39
					Total :	83.39
112388	12/21/2015	892083 KTB CONSTRUCTION	33-1578-01		WATER ACCT REFUND - 219 S BRA 070-2010	66.33
					Total :	66.33
112389	12/21/2015	892084 GOMEZ, JOSE	58-3559-02		WATER ACCT REFUND - 762 N HUN 070-2010	123.90
					Total :	123.90
112390	12/21/2015	892085 CRUZ, LUZ	35-0125-06		WATER ACCT REFUND - 1448 COR 070-2010	83.85
					Total :	83.85
112391	12/21/2015	892086 YAHYAKASHAM, SAEID	43-3260-07		WATER ACCT REFUND - 1701 SEC(070-2010	55.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112391	12/21/2015	892086 892086 YAHYAKASHAM, SAEID	(Continued)		Total :	55.63
112392	12/21/2015	892087 KTB CONSTRUCTION	33-1580-01		WATER ACCT REFUND - 301 S BRA 070-2010	59.11
					Total :	59.11
112393	12/21/2015	892088 CALIFORNIA TRUCK	7037		BED COAT & MOUNT - WA0172 070-383-0000-4400	1,526.00
					Total :	1,526.00
112394	12/21/2015	892089 MACGREGOR, MONIQUE	120515		HONORARIUM FOR 550 SUGAR SK 001-424-0000-4260	100.00
					Total :	100.00
112395	12/21/2015	892090 ALONSO, ANDY	1		BAND MANATICOS FOR HOLIDAY T 001-424-0000-4260	200.00
					Total :	200.00
112396	12/21/2015	892091 BARRERA, JAVIER	2000217.001		BASKETBALL REFUND 017-3770-1328	65.00
					Total :	65.00
112397	12/21/2015	892092 WASTAFERRO, ANDREA	321437		SENIOR TRIP REFUND 004-2383	55.00
					Total :	55.00
112398	12/21/2015	892093 VILLEGAS, LIDIA	321461		SENIOR TRIP REFUND 004-2383	10.00
			321462		SENIOR TRIP REFUND 004-2384	10.00
			321480		SENIOR TRIP REFUND 004-2384	20.00
					Total :	40.00
112399	12/21/2015	892094 TRIO ELLAS	121315		SAN FERNANDO MALL EVENT - TR 001-190-0000-4267	750.00
					Total :	750.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112400	12/21/2015	892095 OSCAR SIGNS	120815		SAN FERNANDO MALL EVENT - TR	
					001-190-0000-4267	273.75
					Total :	**273.75**
112401	12/21/2015	892099 NAJERA, BRITTANY	REIMB.		REIMB FOR WORKBOOTS PURCH/	
					001-222-0000-4300	152.95
					Total :	**152.95**
112402	12/21/2015	892100 ZUNIGA, ESTEPHANY	NONPO		DOJ/FBI LIVESCAN REFUND	
					004-2386	74.00
					Total :	**74.00**

133 Vouchers for bank code : bank **Bank total : 297,820.10**

133 Vouchers in this report **Total vouchers : 297,820.10**

Voucher Registers are not final until approved by Council.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111756	11/2/2015	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-NOVEI	
					001-1160	182,286.17
					Total :	**182,286.17**
111757	11/2/2015	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS-NOVEI	
					001-1160	381.81
					Total :	**381.81**
111758	11/2/2015	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS-NOVEI	
					001-1160	10,536.86
					Total :	**10,536.86**
111759	11/2/2015	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-NOVE	
					001-1160	2,458.34
					Total :	**2,458.34**
111885	11/3/2015	891587 ABLE MAILING INC.	NONPO		GREEN WATER BILL POSTAGE	
					070-382-0000-4300	99.72
					072-360-0000-4300	99.71
					Total :	**199.43**
111886	11/4/2015	891860 CARL WARREN & COMPANY	NONPO		PREFUND SETTLEMENT PAYMENT	
					006-1037	110,000.00
					Total :	**110,000.00**
111887	11/4/2015	891889 L.A. FLYER, INC.	11281		BAGS TO DISTRIBUTE OFFICAL SF	
					001-190-0000-4267	3,133.75
					Total :	**3,133.75**
111888	11/5/2015	103648 CITY OF SAN FERNANDO	PR 11-6-15		REIMB FOR PAYROLL W/E 10-30-15	
					001-1003	343,462.49
					007-1003	817.14
					008-1003	1,935.23
					011-1003	6,672.32
					018-1003	62,299.05
					027-1003	3,165.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111888	11/5/2015	103648 CITY OF SAN FERNANDO	(Continued)			
					029-1003	3,094.52
					041-1003	8,260.18
					043-1003	12,975.18
					070-1003	33,993.41
					072-1003	17,347.03
					103-1003	4,903.42
					104-1003	5,476.28
					Total :	**504,401.99**
112014	11/10/2015	887627 STANDARD INSURANCE	DEMAND		BALANCE OF LIFE INS. BENEFIT-OCTO	
					001-1160	690.00
					Total :	**690.00**
112015	11/16/2015	889913 BALLIN, SYLVIA	TRAVEL		CA. HIGH-SPEED AUTH BOARD MEETII	
					001-101-0101-4370	273.85
					Total :	**273.85**
112016	11/17/2015	890981 FAJARDO, JOEL	TRAVEL		LGBT LEADER 2015 CONF ON 11/19-11/	
					001-101-0103-4370	223.88
					Total :	**223.88**
112017	11/19/2015	103648 CITY OF SAN FERNANDO	PR 11-20-15		REIMB FOR PAYROLL W/E 11-13-15	
					008-1003	1,925.61
					011-1003	6,637.93
					018-1003	62,613.47
					027-1003	3,149.17
					029-1003	2,252.74
					041-1003	8,346.30
					043-1003	13,491.67
					070-1003	34,630.84
					072-1003	17,742.16
					103-1003	4,006.21
					104-1003	4,715.55
					001-1003	313,038.71
					007-1003	900.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112017	11/19/2015	103648 103648 CITY OF SAN FERNANDO	(Continued)		**Total :**	**473,450.88**
112018	11/23/2015	889792 ORANGE COUNTY SHERIFF'S DEPT	TRAVEL		POST MANDATED TRAINING - ARREST,	
					001-225-0000-4360	160.00
					Total :	**160.00**
112019	11/23/2015	891445 RUEDA, GENESIS	TRAVEL		POST MANDATED TRAINING-ARREST,	
					001-225-0000-4360	175.00
					Total :	**175.00**
112020	11/23/2015	891847 RAMIREZ, JESSICA	TRAVEL		POST MANDATED TRAINING-ARREST,	
					001-225-0000-4360	175.00
					Total :	**175.00**
15	**Vouchers for bank code :**	bank			**Bank total :**	**1,288,546.96**
15	**Vouchers in this report**				**Total vouchers :**	**1,288,546.96**

Voucher Registers are not final until approved by Council.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111735	11/2/2015	100346 BELDEN, KENNETH MILES	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	121.64
					Total :	**121.64**
111736	11/2/2015	100916 DEIBEL, PAUL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					070-180-0000-4127	16.13
					Total :	**16.13**
111737	11/2/2015	101044 ELEY, JEFFREY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	120.53
					Total :	**120.53**
111738	11/2/2015	101440 HALCON, ERNEST	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	121.64
					Total :	**121.64**
111739	11/2/2015	101466 HARVEY, DEVERY MICHAEL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	187.78
					Total :	**187.78**
111740	11/2/2015	101694 JACOBS, ROBERT	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	121.64
					Total :	**121.64**
111741	11/2/2015	101926 LILES, RICHARD	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					070-180-0000-4127	67.86
					072-180-0000-4127	67.85
					Total :	**135.71**
111742	11/2/2015	102126 MARTINEZ, MIGUEL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					070-180-0000-4127	8.61
					Total :	**8.61**
111743	11/2/2015	102473 ORDELHEIDE, ROBERT	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	336.03
					Total :	**336.03**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111744	11/2/2015	102864 RIVETTI, DOMINICK	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	148.50
					Total :	**148.50**
111745	11/2/2015	103220 SOMERVILLE, MICHAEL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	120.53
					Total :	**120.53**
111746	11/2/2015	891013 BRUNWIN, HERBERT	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111747	11/2/2015	891021 GUIZA, JENNIE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111748	11/2/2015	891027 LOCKETT, JOANN	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111749	11/2/2015	891028 MANTHEY, DONALD	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	145.37
					Total :	**145.37**
111750	11/2/2015	891031 ORTEGA, JIMMIE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111751	11/2/2015	891032 OTREMBA, EUGENE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	58.58
					Total :	**58.58**
111752	11/2/2015	891033 POLLOCK, CHRISTINE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	89.82
					Total :	**89.82**
111753	11/2/2015	891352 HADEN, SUSANNA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	6.62

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
111753	11/2/2015	891352	891352 HADEN, SUSANNA	(Continued)		**Total :**	**6.62**
111754	11/2/2015	891354	RAMIREZ, ROSALINDA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
						001-180-0000-4127	3.31
						Total :	**3.31**
111755	11/2/2015	891866	KNIGHT, DONNA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
						001-180-0000-4127	51.00
						Total :	**51.00**

21 Vouchers for bank code : bank **Bank total : 1,857.96**

21 Vouchers in this report **Total vouchers : 1,857.96**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111707	11/2/2015	100306 BARNARD, LARRY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	94.35
					Total :	**94.35**
111708	11/2/2015	100642 CASTRO, RICO	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	336.03
					Total :	**336.03**
111709	11/2/2015	100913 DECKER, CATHERINE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					070-180-0000-4127	32.26
					Total :	**32.26**
111710	11/2/2015	100995 DRAKE, MICHAEL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					070-180-0000-4127	8.07
					072-180-0000-4127	8.06
					Total :	**16.13**
111711	11/2/2015	100996 DRAKE, JOYCE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	204.87
					Total :	**204.87**
111712	11/2/2015	101538 HOUGH, RAY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	32.26
					Total :	**32.26**
111713	11/2/2015	101933 LITTLEFIELD, LESLEY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	32.26
					Total :	**32.26**
111714	11/2/2015	102206 MILLER, WILMA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111715	11/2/2015	102232 MIURA, HOWARD	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111716	11/2/2015	102569 PARKS, ROBERT	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	120.53
					Total :	**120.53**
111717	11/2/2015	103175 SKOBIN, ROMELIA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	134.62
					Total :	**134.62**
111718	11/2/2015	103394 TORRES, RACHEL	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111719	11/2/2015	103643 WEDDING, JERRY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	32.26
					Total :	**32.26**
111720	11/2/2015	103727 WYSBEEK, DOUDE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111721	11/2/2015	103737 YNIGUEZ, LEONARD	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	145.37
					Total :	**145.37**
111722	11/2/2015	891010 MAERTZ, ALVIN	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	388.60
					Total :	**388.60**
111723	11/2/2015	891011 APODACA-GRASS, ROBERTA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	32.26
					Total :	**32.26**
111724	11/2/2015	891014 CREEKMORE, CASIMIRA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**
111725	11/2/2015	891016 DEATON, MARK	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	135.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111725	11/2/2015	891016 891016 DEATON, MARK	(Continued)		Total :	135.71
111726	11/2/2015	891020 GLASGOW, ROBERT	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	62.53
					Total :	62.53
111727	11/2/2015	891023 HATFIELD, JAMES	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	58.58
					Total :	58.58
111728	11/2/2015	891024 HOOKER, RAYMOND	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	61.93
					Total :	61.93
111729	11/2/2015	891034 RAMSEY, JAMES	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	275.12
					Total :	275.12
111730	11/2/2015	891035 SHERWOOD, NINA	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	29.29
					Total :	29.29
111731	11/2/2015	891036 WATT, DAVID	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	32.26
					Total :	32.26
111732	11/2/2015	891037 WEBB, NANCY	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	137.56
					Total :	137.56
111733	11/2/2015	891038 WAITE, CURTIS	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	91.22
					Total :	91.22
111734	11/2/2015	891918 HARTWELL, BRUCE	NOVEMBER 2015		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	221.00
					Total :	221.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
28	Vouchers for bank code :	bank			Bank total :	2,787.65
28	Vouchers in this report				Total vouchers :	2,787.65

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

vchlist
12/07/2015 9:14:29AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112261	11/30/2015	891014 CREEKMORE, CASIMIRA	891014		CAL PERS HEALTH REIMB.	
					001-180-0000-4127	16.13
					Total :	**16.13**

1 Vouchers for bank code : bank **Bank total : 16.13**

1 Vouchers in this report **Total vouchers : 16.13**

Voucher Registers are not final until approved by Council.

EXHIBIT "A"

vchlist
01/04/2016 9:03:26AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112499	1/4/2016	100070 ADVANCED ELECTRONICS INC.	80000264		COMPUTER MAINTENANCE	
				11239	001-135-0000-4260	6,761.57
			80000265		PTP LINK RENTAL - DEC 2015	
					001-420-0000-4260	272.50
					Total :	**7,034.07**
112500	1/4/2016	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES	
					001-105-0000-4220	33.21
					072-360-0000-4220	19.73
					001-101-0109-4220	32.20
					001-101-0111-4220	35.92
					001-101-0107-4220	33.21
					Total :	**154.27**
112501	1/4/2016	100222 ARROYO BUILDING MATERIALS, INC	157476		SIDEWALK REPAIR - 1600 8TH ST	
					070-383-0000-4260	121.93
					Total :	**121.93**
112502	1/4/2016	100713 CITY OF GLENDALE	GLN0000006573		WATERMASTER COST SHARE AGREEM	
					070-381-0000-4270	3,597.06
					Total :	**3,597.06**
112503	1/4/2016	100731 CITY OF LOS ANGELES	74PW160000027		FY 15-16 O&M PORTION OF ASSSC	
				11240	072-360-0000-4260	160,472.00
			74WP160000028		FY 15-16 CAPITAL PORTION OF ASSSC	
				11241	072-365-0000-4600	208,075.00
					Total :	**368,547.00**
112504	1/4/2016	100735 COASTAL AIR	15668		A/C REPAIR AT REC PARK	
					043-390-0000-4330	685.00
			C2794		A/C PREVENTIVE MAINT @ 120 MACNE	
					043-390-0000-4260	360.00
			C2795		A/C PREVENTIVE MAINT @ LP PARK	
					043-390-0000-4260	620.00
			C2796		A/C PREVENTIVE MAINT @ HERITAGE	
					043-390-0000-4260	98.00

vchlist
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Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112504	1/4/2016	100735 COASTAL AIR	(Continued)			
			C2797		A/C PREVENTIVE MAINT @ 501 FIRST	
					043-390-0000-4260	195.00
			C2798		A/C PREVENTIVE MAINT @ 208 PARK	
					043-390-0000-4260	535.00
					Total :	**2,493.00**
112505	1/4/2016	100805 COOPER HARDWARE INC.	98257		2" PLUG FOR NITRATE MANIFOLD	
					070-384-0000-4330	5.33
			98426		GOPHER TRAPS & BAIT	
					043-390-0000-4300	81.67
			98429		ISO CONTAINER SEALANT	
					027-344-0301-4300	94.73
			98430		PEPPER SPRAY	
					027-344-0301-4300	26.14
			98502		TRAFFIC SIGNAL PULL BOX MAINT	
					001-371-0301-4300	58.37
			98520		HOLIDAY DECORATIONS - MACLAY	
					011-311-7510-4300	30.48
			98571		CONCRETE PAD	
					070-383-0000-4300	67.73
			98572		CREDIT MEMO	
					070-383-0000-4300	-10.14
			98667		WATER JUG	
					001-311-0000-4300	40.65
					Total :	**394.96**
112506	1/4/2016	101004 DUNN-EDWARDS CORPORATION	2030363642		PAINT FOR PARKING LOT 6N	
					029-335-0000-4320	268.37
					Total :	**268.37**
112507	1/4/2016	101147 FEDEX	5-260-55558		COURIER SERVICE	
					001-190-0000-4280	70.59
					Total :	**70.59**
112508	1/4/2016	101302 VERIZON	8181811070		POLICE PAGING	
					001-222-0000-4220	42.10

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112508	1/4/2016	101302 VERIZON	(Continued)			
			8181811075		CITY HALL PAGING	
					001-190-0000-4220	47.51
			8181811111		MUSIC CHANNEL	
					001-190-0000-4220	47.51
			8181811114		CITY YARD AUTO DIALER	
					070-384-0000-4220	46.17
			8181811126		RADIO REPEATER	
					001-222-0000-4220	46.92
			8181811136		RADIO REPEATER	
					001-222-0000-4220	46.92
			8181811380		MWD METER	
					070-384-0000-4220	46.17
			8181973210		PD MAJOR PHONE LINES	
					001-222-0000-4220	1,603.96
			8181990351		PAC 50 TO SHERRIFFS	
					001-222-0000-4220	524.55
			8183610901		SEWER FLOW MONITOR	
					072-360-0000-4220	54.50
			8183612385		MTA PHONE LINE	
					007-440-0441-4220	110.41
					001-190-0000-4220	55.20
			8183612472		PW PHONE LINES	
					070-384-0000-4220	179.24
			8183613958		CNG STATION	
					041-320-3661-4220	48.33
			8183617825		HERITAGE PARK IRRIGATION SYSTEM	
					001-140-0000-4220	58.80
			8188315002		PD SPECIAL PROBLEMS	
					001-222-0000-4220	48.52
			8188377174		PD SPECIAL PROBLEMS	
					001-222-0000-4220	21.23
			8188381841		ENGINEERING FAX MODEM	
					001-310-0000-4220	27.24
			8188987385		LP FAX LINE	
					001-420-0000-4220	31.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112508	1/4/2016	101302 101302 VERIZON	(Continued)		**Total :**	**3,087.23**
112509	1/4/2016	101376 GRAINGER, INC.	9897196102		CITY HALL ALLEY TRAFFIC MIRROR	
					043-390-0000-4300	48.09
			9904798999		CNG VALVES	
					041-320-3661-4400	574.96
			9905959848		CNG VALVES	
					041-320-3661-4400	124.83
					Total :	**747.88**
112510	1/4/2016	101511 HINDERLITER DE LLAMAS & ASSOC.	0024785-IN		AUDIT SERVICES - TRANS TAX 2ND QF	
					001-130-0000-4270	146.70
			0024809-IN		CONTRACTUAL SERVICES - SALES TA	
					001-130-0000-4270	2,169.77
					Total :	**2,316.47**
112511	1/4/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	22972		VALVE TRUCK RAIL REPAIR	
					041-320-0000-4320	20.76
			3272272		HOLIDAY DECORATIONS - MACLAY	
					011-311-7510-4300	328.13
			6074508		GORILLA TAPE FOR HIGH WIND COND	
					001-311-0000-4300	37.36
			7072952		HOLIDAY TREE	
					001-222-0000-4300	130.31
			73961		HOLIDAY DECORATIONS - MACLAY	
					011-311-7510-4300	32.82
			9024034		SUMP PUMP FOR 8TH ST PARK STORM	
					072-360-0000-4300	168.96
					Total :	**718.34**
112512	1/4/2016	101647 INTERSTATE BATTERY	30065499		TIRES FOR FLEET	
					041-1215	219.99
			30065582		BATTERY FOR VEHICLE - PD2302	
					041-320-0225-4400	209.09
					Total :	**429.08**
112513	1/4/2016	101666 DE LAGE LANDEN FINANCIAL SERVS	48120870		LEASE PAYMENT - VARIOUS COPIERS	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112513	1/4/2016	101666 DE LAGE LANDEN FINANCIAL SERVS	(Continued)			
					001-135-0000-4260	646.36
					103-420-0000-4260	101.36
					104-420-0000-4260	101.36
					070-381-0000-4290	146.70
					001-135-0000-4260	202.72
			48311483		JAN'16 - LEASE PAYMENT FOR PD COF	
					001-135-0000-4260	607.73
					Total :	**1,806.23**
112514	1/4/2016	101709 AV EQUIPMENT RENTAL INC.	114976.1.1		AIR COMPRESSOR TO REPLACE 20-YF	
				11299	070-385-0000-4500	23,090.00
					Total :	**23,090.00**
112515	1/4/2016	101768 KIMBALL-MIDWEST	4603724		MISC SUPPLIES	
					041-1215	261.83
					Total :	**261.83**
112516	1/4/2016	101772 KING'S BRAKE AND PIONEER TIRE	005896		REPLACE OIL PRESSURE SWITCH; INS	
					041-320-0225-4400	384.64
					Total :	**384.64**
112517	1/4/2016	101971 L.A. MUNICIPAL SERVICES	0047501000		ELECTRIC - 13003 BORDEN	
					070-384-0000-4210	1,336.54
			4947501000		WATER - 12900 DRONFIELD	
					070-384-0000-4210	32.58
			5007501000		ELECTRIC - 13655 FOOTHILL BLVD	
					070-384-0000-4210	188.41
			5947501000		ELECTRIC - 12900 DRONFIELD	
					070-384-0000-4210	4,189.33
			6577501000		ELECTRIC - 14060 SAYRE 10/09/15-12/1	
					070-384-0000-4210	23,337.10
			7577501000		WATER - 14060 SAYRE 11/10/15-12/11/1	
					070-384-0000-4210	100.06
			7947501000		ELECTRIC - 13186 DRONFIELD	
					070-384-0000-4210	78.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112517	1/4/2016	101971 101971 L.A. MUNICIPAL SERVICES	(Continued)		**Total :**	**29,262.68**
112518	1/4/2016	101974 LOS ANGELES COUNTY	NOV 2015		DEPT OF ANIMAL CARE & CONTROL FE	
					001-190-0000-4260	5,499.85
					Total :	**5,499.85**
112519	1/4/2016	102007 L.A. COUNTY SHERIFFS DEPT.	161889SS		INMATE MEAL PROG - NOV 2015	
					001-225-0000-4350	854.58
					Total :	**854.58**
112520	1/4/2016	102325 NAPA AUTO PARTS	884291		COIL PACKS - PD9474	
					041-320-0228-4400	110.64
			884309		HOLIDAY DECORATIONS-MACLAY	
					011-311-7510-4300	5.02
			884927		BELTS - PW2532	
					041-320-0311-4400	30.88
					Total :	**146.54**
112521	1/4/2016	102403 NOW IMAGE PRINTING	5276		2016 PARKING PERMITS TAGS	
					029-335-0000-4302	1,149.75
					Total :	**1,149.75**
112522	1/4/2016	102432 OFFICE DEPOT	1872760092		BATTERIES	
					001-222-0000-4300	5.43
			810515837001		ENVELOPES, CLIPS, PUSHPINS, DESK	
					001-222-0000-4300	32.23
			810516375001		WEEKLY PLANNER	
					001-222-0000-4300	20.36
			810548324001		2016 CALENDARS & OFFICE SUPPLIES	
					070-384-0000-4300	340.03
			810548437001		PENS	
					070-381-0000-4300	62.15
			810760604001		CALENDARS, MONITOR WIPES	
					001-130-0000-4300	88.82
			811561409001		CD/DVD SLEEVES	
					001-222-0000-4300	8.19
			811561834001		PENS, CORRECTION TAPE, HP INK, PL	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112522	1/4/2016	102432 OFFICE DEPOT	(Continued)			
					001-222-0000-4300	290.63
			811561835001		EASER STICK	
					001-222-0000-4300	7.44
			811814762001		2016 CALENDARS AND BREAK ROOM S	
					001-370-0000-4300	79.40
			811815043001		BREAK ROOM SUPPLIES	
					070-383-0000-4300	83.48
			812695176001		PENS	
					001-371-0000-4300	15.09
			812834763001		COPY PAPER, FOLDERS	
					001-222-0000-4300	287.61
					Total :	**1,320.86**
112523	1/4/2016	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMB. - ICRMA MEETING ON	
					001-106-0000-4390	42.29
					Total :	**42.29**
112524	1/4/2016	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK	
					001-222-0000-4220	109.99
					Total :	**109.99**
112525	1/4/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-133		COURIER SERVICE	
					001-222-0000-4260	103.00
					Total :	**103.00**
112526	1/4/2016	102697 PROVIDENCE HOLY CROSS	20010008273		PROFESSIONAL SERVICES	
					001-225-0000-4350	75.00
					Total :	**75.00**
112527	1/4/2016	102779 RAMIREZ, THOMAS	11/22/15 - 12/22/15		KARATE INSTRUCTOR	
					017-420-1326-4260	450.00
					Total :	**450.00**
112528	1/4/2016	102855 RIO HONDO REGIONAL	F15-92-ZSFN		BASIC POLICE RECRUIT TRAINING ON	
					001-225-0000-4360	1,939.75
					Total :	**1,939.75**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112529	1/4/2016	102929 ROYAL PAPER CORPORATION	4564516		JANITORIAL SUPPLIES	
					043-390-0000-4300	874.92
					Total :	**874.92**
112530	1/4/2016	102930 ROYAL WHOLESALE ELECTRIC	8901-722841		NEUTRAL BAR & LUGS FOR SPRINKLE	
					043-390-0000-4300	78.69
			8901-722859		TRAFFIC SIGNAL REPLACEMENT LAMI	
					001-371-0301-4300	801.15
			8901-723303		70 WATT LAMPS	
					043-390-0000-4300	80.66
					Total :	**960.50**
112531	1/4/2016	103010 SAM'S CLUB DIRECT, #0402465855179	1660		SENIOR MEAL PROG SUPPLIES	
					004-2346	122.86
			9697		BREAK ROOM SUPPLIES	
					001-222-0000-4300	155.06
					Total :	**277.92**
112532	1/4/2016	103029 SAN FERNANDO, CITY OF	16204-16206		REIMBURSEMENT TO WORKERS COM	
					006-1035	1,672.06
			16284-16313		REIMBURSEMENT TO WORKERS COM	
					006-1035	9,083.37
					Total :	**10,755.43**
112533	1/4/2016	103057 SAN FERNANDO VALLEY SUN	9448		SUMMONS	
					001-115-0000-4230	1,246.86
			9453		PUBLICATION OF ORD NO. 1648	
					001-115-0000-4230	540.63
					Total :	**1,787.49**
112534	1/4/2016	103090 SUSAN SAXE-CLIFFORD, PH.D.	15-1216-2		PROFESSIONAL SERVICES	
					001-222-0000-4260	450.00
					Total :	**450.00**
112535	1/4/2016	103184 SMART & FINAL	125672		SR CLUB SUPPLIES FOR HOLIDAY POT	
					004-2382	69.72
			148652		SUPPLIES	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112535	1/4/2016	103184 SMART & FINAL	(Continued)			
					070-383-0301-4300	161.11
					072-360-0301-4300	150.00
			153004		SENIOR PROG SUPPLIES FOR VOLUN	
					115-422-3750-4300	78.92
					004-2346	67.18
					Total :	**526.93**
112536	1/4/2016	103205 THE GAS COMPANY	08422032493		GAS - 505 S HUNTINGTON	
					043-390-0000-4210	86.54
					Total :	**86.54**
112537	1/4/2016	103250 STANLEY PEST CONTROL	784782		PEST CONTROL @ PD	
					043-390-0000-4260	94.00
					Total :	**94.00**
112538	1/4/2016	103252 STAR HYDRAULICS, INC.	45762		SIGN POLE STRAIGHTENER	
					001-370-0000-4430	1,070.00
					Total :	**1,070.00**
112539	1/4/2016	103305 TAB PRODUCTS CO.	2312834		DR'S FOR 2016	
					001-222-0000-4300	2,792.86
					Total :	**2,792.86**
112540	1/4/2016	103439 UPS	831954495		COURIER SERVICE	
					001-190-0000-4280	144.67
					Total :	**144.67**
112541	1/4/2016	103444 ULTRA GREENS, INC	56575		MACLAY STREETSCAPE PANSIES	
					011-311-7510-4300	14.17
					Total :	**14.17**
112542	1/4/2016	103503 UNITED STATES POSTAL SERVICE	15122187		REIMBURSEMENT OF POSTAGE MACH	
					001-190-0000-4280	1,500.00
					Total :	**1,500.00**
112543	1/4/2016	103534 VALLEY LOCKSMITH	3136		CITY HALL MAIN ENTERANCE ADJUST/	
					043-390-0000-4330	65.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112543	1/4/2016	103534 103534 VALLEY LOCKSMITH	(Continued)		**Total :**	**65.00**
112544	1/4/2016	103574 VERDIN, FRANCISCO JAVIER	10/01/15 - 12/31/15		MEXICAN FOLKLORICO DANCE CLASS	
					017-420-1362-4260	913.50
					Total :	**913.50**
112545	1/4/2016	103710 WONDRIES FLEET GROUP	PC902300		REPLACING UNIT 21	
				11227	041-225-0000-4500	22,948.75
					041-225-0000-4500	2,179.30
					Total :	**25,128.05**
112546	1/4/2016	103793 CALIFORNIA SOCIETY OF	NONPO-SG		2016 ANNUAL CONFERENCE ON	
					001-130-0000-4370	370.00
					Total :	**370.00**
112547	1/4/2016	103793 CALIFORNIA SOCIETY OF	NONPO-NK		2016 ANNUAL CONFERENCE ON	
					001-130-0000-4370	370.00
					Total :	**370.00**
112548	1/4/2016	103903 TIME WARNER CABLE	8448200540010369		CABLE 12/18/15-01/17/16	
					001-222-0000-4260	191.03
			8448200540028882		CABLE - 12/13/15-01/12/16	
					001-420-0000-4260	173.22
			8448200540196309		INTERNET SERVICES 11/23-12/22	
					001-190-0000-4220	1,100.00
					Total :	**1,464.25**
112549	1/4/2016	887121 DELL MARKETING L.P.	XJTW2XMX4		SOFTWARE & ACCESSORIES FOR THE	
				11297	001-135-0000-4260	45,445.39
					Total :	**45,445.39**
112550	1/4/2016	887249 GALLS, LLC	004595228		UNIFORM ACCESSORY	
					001-226-0230-4430	25.02
			004621484		UNIFORM ACCESSORY	
					001-226-0230-4430	12.52
			004621485		UNIFORM ACCESSORY	
					001-226-0230-4430	10.89

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112550	1/4/2016	887249 887249 GALLS, LLC	(Continued)		Total :	48.43
112551	1/4/2016	887323 KINGSBURY UNIFORMS	52335		UNIFORMS	
					001-222-0000-4300	376.60
			52362		UNIFORMS	
					001-222-0000-4300	404.94
					Total :	781.54
112552	1/4/2016	887422 NORTHERN SAFETY CO., INC.	901706528		SAFETY ITEMS - VEST & HEAD GEAR	
					043-390-0000-4300	82.93
			901711845		SAFETY HARD HATS	
					043-390-0000-4300	232.30
					Total :	315.23
112553	1/4/2016	887810 CALGROVE RENTALS, INC.	60091		SCISSOR LIFT FOR BIKEWAY SOLAR L	
					043-390-0000-4250	468.00
			60812		BOOM LIFT FOR HOLIDAY TREE LIGHT	
					043-390-0000-4250	860.00
					Total :	1,328.00
112554	1/4/2016	887847 ADAMSON POLICE PRODUCTS	INV199042		FLARES	
					001-222-0000-4300	2,374.93
					Total :	2,374.93
112555	1/4/2016	887952 J. Z. LAWNMOWER SHOP	12070		CHAIN OIL, SPARK PLUGS, STRING, DU	
					001-346-0301-4300	237.56
					Total :	237.56
112556	1/4/2016	888241 UNITED SITE SERVICES OF CA INC	114-3541953		PORTABLE TOILET RENTAL @ REC PAI	
					001-420-0000-4260	143.90
					Total :	143.90
112557	1/4/2016	888242 MCI COMM SERVICE	7DL39365		ALARM LINE - 1100 PICO	
					001-420-0000-4220	32.71
					Total :	32.71
112558	1/4/2016	888442 WESTERN EXTERMINATOR COMPANY	3686122		BAIT MONITORING @ LP PARK	
					043-390-0000-4260	156.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112558	1/4/2016	888442 WESTERN EXTERMINATOR COMPANY	(Continued)			
			3686123		PEST CONTROL @ REC PARK	
					043-390-0000-4260	75.50
			3686124		PEST CONTROL @ LP PARK	
					043-390-0000-4260	52.00
			3686126		PEST CONTROL @ RUDY ORTEGA	
					043-390-0000-4260	53.00
			3739082		PEST CONTROL @ CITY HALL	
					043-390-0000-4260	82.50
					Total :	419.00
112559	1/4/2016	888468 MAJOR METROPOLITAN SECURITY	1074631		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074632		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074633		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074634		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074635		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074636		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074637		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074638		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074639		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074640		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074641		ALARM MONITORING - JAN 2016	
					043-390-0000-4260	15.00
			1074642		ALARM MONITORING - JAN 2016	
					070-384-0000-4260	23.00
			1074643		ALARM MONITORING - JAN 2016	
					070-384-0000-4260	23.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112559	1/4/2016	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1074644		ALARM MONITORING - JAN 2016	
					070-384-0000-4260	23.00
					Total :	**234.00**
112560	1/4/2016	888646 HD SUPPLY WATER WORKS, LTD	E836148		12" BYPASS ABANDON	
					070-384-0000-4330	435.43
					Total :	**435.43**
112561	1/4/2016	888705 WEST COAST TOURS	1199		SENIOR CLUB - VOLUNTEER TRIP TO	
					004-2380	4,250.00
					Total :	**4,250.00**
112562	1/4/2016	888762 COMMAND CONCRETE CUTTING	12159		SERVICE SAW CUT - 1661 TRUMAN	
					070-383-0000-4260	1,150.00
					Total :	**1,150.00**
112563	1/4/2016	889118 LDI COLOR TOOLBOX	1023444		COPIES & MAINT CONTRACT~	
					001-135-0000-4260	251.26
			1024401		COPIES & MAINT CONTRACT~	
					001-135-0000-4260	281.87
					Total :	**533.13**
112564	1/4/2016	889426 T3 MOTION, INC	24393		BATTERY MAINTENANCE	
					041-320-0225-4400	109.08
					Total :	**109.08**
112565	1/4/2016	889491 WILLDAN FINANCIAL SERVICES	010-29621		USER FEE STUDY AND COST ALLOCAT	
				11298	001-190-0000-4270	3,485.00
					Total :	**3,485.00**
112566	1/4/2016	889503 JTB SUPPLY COMPANY, INC.	100217		TRAFFIC SIGNAL LED REPLACEMENT	
					001-371-0301-4300	840.96
					Total :	**840.96**
112567	1/4/2016	889532 GILMORE, REVA A.	12/12/15 - 12/25/15		FOOD SERVICE MANAGER	
					115-422-3750-4270	331.50
					115-422-3752-4270	84.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112567	1/4/2016	889532 889532 GILMORE, REVA A.	(Continued)		**Total :**	**416.00**
112568	1/4/2016	889533 MARTINEZ, ANITA	12/12/15 - 12/25/15		FOOD SERVICE INTAKE CLERK-C1	
					115-422-3750-4270	171.00
					Total :	**171.00**
112569	1/4/2016	889535 GOMEZ, GILBERT	12/12/15 - 12/25/15		HDM DRIVER	
					115-422-3752-4270	162.00
					115-422-3752-4390	46.80
					Total :	**208.80**
112570	1/4/2016	889602 RESPOND SYSTEMS	98983		AMBU BAGS	
					001-222-0000-4300	362.67
					Total :	**362.67**
112571	1/4/2016	889627 VERIZON CONFERENCING	Z5607808		CONFERENCE CALLS - NOV 2015	
					001-190-0000-4220	25.34
					Total :	**25.34**
112572	1/4/2016	889644 VERIZON BUSINESS	62523421		CITY HALL LONG DISTANCE	
					001-190-0000-4220	48.56
			62523422		CITY YARD LONG DISTANCE	
					070-384-0000-4220	14.56
			62523424		POLICE LONG DISTANCE	
					001-222-0000-4220	81.65
			62523425		CITY YARD LONG DISTANCE	
					070-384-0000-4220	9.71
			62523426		PARK LONG DISTANCE	
					001-420-0000-4220	14.81
			62523979		ENGINEERING LONG DISTANCE	
					001-310-0000-4220	4.85
			62523993		CITY HALL LINES	
					001-190-0000-4220	55.30
					Total :	**229.44**
112573	1/4/2016	889681 VILLALPANDO, MARIA	12/12/15 - 12/25/15		FOOD SERVICE WORKER	
					115-422-3750-4270	202.50
					115-422-3752-4270	40.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112573	1/4/2016	889681 889681 VILLALPANDO, MARIA	(Continued)		Total :	243.00
112574	1/4/2016	889942 ATHENS SERVICES	1608580		STREET SWEEPING SERVICES - DEC 2	
				11251	011-311-0000-4260	31,868.00
					Total :	31,868.00
112575	1/4/2016	890010 TOTAL PRINTING SUPPLIES	15351		TONER	
					070-382-0000-4300	93.08
					072-360-0000-4300	93.07
					Total :	186.15
112576	1/4/2016	890095 O'REILLY AUTO PARTS	4605-137565		RADIATOR - PD3031	
					041-320-0225-4400	161.09
			4605-137617		RADIATOR RETURN	
					041-320-0225-4400	-176.39
			4605-1470591		SPARK PLUGS - PK0258	
					041-320-0390-4400	23.17
			4605-163838		OIL FILTER CAPS	
					041-1215	16.05
			4605-169388		FUEL PUMP & FILTER - PK0258	
					041-320-0390-4400	310.11
			4605-169418		COMPRESSOR REPAIR	
					041-320-0000-4320	9.18
			4605-170590		FUEL REGULATOR - PK0258	
					041-320-0390-4400	98.82
			4605-171395		OIL FILTERS	
					041-1215	6.31
					Total :	448.34
112577	1/4/2016	890325 L.S. AZTEC T SHIRTS & AWARDS	1205-1210		SOFTBALL T-SHIRTS	
					017-420-1334-4300	73.03
			1205-1217		SOFTBALL T-SHIRTS, WOODEN BATS &	
					017-420-1334-4300	351.17
			1205-1218		VOLLEYBALL T-SHIRTS	
					017-420-1334-4300	102.46
					Total :	526.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112578	1/4/2016	890463 KJC LATENT PRINT SERVICE	SF00027		FINGERPRINT CLASSIFICATIONS	
					001-222-0000-4260	200.00
					Total :	200.00
112579	1/4/2016	890584 POWERLINE BATTERY SPECIALIST	12531		PD GENERATOR P.M. BATTERIES	
					041-320-0000-4300	474.26
			12602		BATTERIES FOR GENERATOR - WA121	
					070-384-0000-4400	598.78
			442453		CREDIT - PD GENERATOR BATTERY RE	
					041-320-0000-4300	-89.40
					Total :	983.64
112580	1/4/2016	890833 THOMSON REUTERS	0832817503		LA CLEAR - INVEST TOOL	
					001-224-0000-4270	165.96
					Total :	165.96
112581	1/4/2016	890834 SPARKLING IMAGE CORP	65468		CAR WASHES - NOV 2015	
					001-222-0000-4320	120.00
					Total :	120.00
112582	1/4/2016	890879 EUROFINS EATON ANALYTICAL, INC	L0243074		WATER ANALYSIS - F563795	
					070-384-0000-4260	164.00
			L0243077		WATER ANALYSIS - F564168	
					070-384-0000-4260	139.60
			L0243079		WATER ANALYSIS - F564530	
					070-384-0000-4260	139.60
			L0243103		WATER ANALSYS - F564948	
					070-384-0000-4260	139.60
			L0243642		WATER ANALYSIS - F564506	
					070-384-0000-4260	164.00
			L0243644		WATER ANALYSIS - F565686	
					070-384-0000-4260	24.00
			L0243754		WATER ANALYSIS - F565634	
					070-384-0000-4260	139.60
			L0244071		WATER ANALYSIS - F565331	
					070-384-0000-4260	139.60
			L0244073		WATER ANALYSIS - F56542	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112582	1/4/2016	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
					070-384-0000-4260	164.00
			L0244849		WATER ANALYSIS - F566069	
					070-384-0000-4260	139.60
			L0245131		WATER ANALYSIS - F566511	
					070-384-0000-4260	139.60
			L0245132		WATER ANALYSIS - F566933	
					070-384-0000-4260	164.00
			L0245483		WATER ANALYSIS - F566922	
					070-384-0000-4260	139.60
					Total :	**1,796.80**
112583	1/4/2016	890970 WEX BANK	43132192		FUEL FOR CITY FLEET	
					041-320-0152-4402	369.64
					041-320-0221-4402	214.17
					041-320-0222-4402	104.18
					041-320-0224-4402	533.21
					041-320-0225-4402	3,107.39
					041-320-0226-4402	2.00
					041-320-0228-4402	332.21
					041-320-0311-4402	1,067.23
					041-320-0312-4402	2.00
					041-320-0320-4402	83.78
					041-320-0346-4402	56.00
					041-320-0370-4402	168.17
					041-320-0371-4402	212.63
					041-320-0390-4402	797.97
					041-320-0420-4402	44.00
					007-313-3630-4402	1,586.22
					027-344-0000-4402	89.35
					029-335-0000-4402	228.22
					070-381-0000-4402	20.92
					070-382-0000-4402	53.04
					070-383-0000-4402	630.47
					070-384-0000-4402	192.94
					072-360-0000-4402	315.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112583	1/4/2016	890970 890970 WEX BANK	(Continued)		**Total :**	**10,210.78**
112584	1/4/2016	891209 AUTONATION SSC	209923		ENGINE WIRING HARNESS - PD4985	
					041-320-0225-4400	646.90
					Total :	**646.90**
112585	1/4/2016	891311 TORRES, RITA	12/12/15 - 12/25/15		ENP SUBSTITUTE	
					115-422-3750-4270	180.00
					115-422-3752-4270	18.00
					Total :	**198.00**
112586	1/4/2016	891377 REYES, JOSE	12/12/15 - 12/25/15		HDM DRIVER	
					115-422-3752-4270	162.00
					115-422-3752-4390	56.16
					Total :	**218.16**
112587	1/4/2016	891622 FARMER BROTHERS	62465377		BREAKROOM SUPPLIES	
					001-222-0000-4300	289.31
					Total :	**289.31**
112588	1/4/2016	891711 CHIEF LAW ENFORCEMENT SUPPLY	428237		RESIZING OF BALLISTIC VEST	
					001-222-0000-4300	112.49
			428238		TDU UNIFORM	
					001-222-0000-4300	209.96
			430545		TDU UNIFORMS	
					001-222-0000-4300	37.49
					Total :	**359.94**
112589	1/4/2016	891766 RODRIGUEZ, PATRICIA	11/22/15 - 12/22/15		LATIN JAM WORKOUT INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
112590	1/4/2016	891767 CHAVEZ, ELIZABETH	11/22/15 - 12/22/15		ZUMBA INSTRUCTOR	
					017-420-1337-4260	40.00
					Total :	**40.00**
112591	1/4/2016	891777 IRRIGATION EXPRESS	15033507-00		STAKE POLES	
					043-390-0000-4300	7.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112591	1/4/2016	891777 IRRIGATION EXPRESS	(Continued)			
			15033721-00		IRRIGATION REPAIR @ LP PARK	
					043-390-0000-4300	22.07
			15034625-00		IRRIGATION REPAIRS @ PIONEER PAR	
					043-390-0000-4300	140.61
			15036310-00		COUPLINGS, ADAPTERS & SANDVIK DI	
					070-383-0301-4300	48.82
			15036468-00		REPLACE SPRINKLER VALVE @ LP PAI	
					043-390-0000-4300	198.23
					Total :	**417.63**
112592	1/4/2016	891797 VALLEY POWER REPAIRS	2068		MUFFLER - PW2532	
					041-320-0311-4400	187.48
					Total :	**187.48**
112593	1/4/2016	891885 GANIR-MARTINEZ, ARLENE	11/22/15 - 12/22/15		YOGA INSTRUCTOR	
					017-420-1337-4260	40.00
					Total :	**40.00**
112594	1/4/2016	891905 OLIMPIO, SONIA	11/22/15 - 12/22/15		ZUMBA INSTRUCTOR	
					017-420-1337-4260	120.00
					Total :	**120.00**
112595	1/4/2016	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0116		DRINKING WATER	
					001-222-0000-4300	102.33
					Total :	**102.33**
112596	1/4/2016	891993 HERNANDEZ, ALBINO	11/22/15 - 12/22/15		TOTAL BODY CONDITIONING & CYCLIN	
					017-420-1337-4260	105.00
					Total :	**105.00**
112597	1/4/2016	892026 KTB CONSTRUCTION	NO. 5		BRAND BLVD WATERWISE LANDSCAPI	
				11283	070-385-0178-4600	61,304.42
				11283	011-311-0178-4600	20,397.08
					070-2037	-6,130.44
					011-2037	-2,039.71
					Total :	**73,531.35**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112598	1/4/2016	892028 AHUMADA, ALEJANDRA	REIMB.		REIMB OF ITEMS PURCHASED FOR PA	
					001-420-0000-4300	38.54
					017-420-1343-4300	22.83
					Total :	**61.37**
112599	1/4/2016	892032 KUHFUSS, DESIREE	11/22/15 - 12/22/15		MAT PILATES INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	**60.00**
112600	1/4/2016	892038 HALL & FOREMAN, INC., A DIVISION OF	367398		SANITARY SEWER MASTER PLAN	
				11300	072-365-0754-4600	5,088.00
					Total :	**5,088.00**
112601	1/4/2016	892076 CEJ ENGINEERS, INC	142.01-01		CONSTRUCTION INSPECTION FOR BR	
				11305	011-311-0178-4600	6,700.00
			142.01-02		CONSTRUCTION INSPECTION FOR BR	
				11305	011-311-0178-4600	6,000.00
					Total :	**12,700.00**
112602	1/4/2016	892108 RUELAS, CESAR	2000218.001		BASKETBALL REFUND	
					017-3770-1328	70.00
					Total :	**70.00**
112603	1/4/2016	892109 MID AMERICA SPORTS ADVANTAGE	336045-00		HYCON 12" SOFTBALL	
					017-420-1338-4300	110.55
			336370-00		3X7 SOFTBALL TEMPLATE	
					017-420-1338-4300	110.45
					Total :	**221.00**

105 Vouchers for bank code : bank **Bank total : 710,966.81**

105 Vouchers in this report **Total vouchers : 710,966.81**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

EXHIBIT "A"

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Voucher List
CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112610	1/19/2016	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-1215		FY 15-16 DESIGN, INSTALLATION & MO	
				11266	072-360-0000-4260	3,110.00
					Total :	**3,110.00**
112611	1/19/2016	100070 ADVANCED ELECTRONICS INC.	80000615		PTP LINK MONTHLY RENTAL-JAN 2016	
					001-420-0000-4260	272.50
					Total :	**272.50**
112612	1/19/2016	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES	
					001-140-0000-4220	5.40
			561407019		CITY YARD CELL PHONE & USB MODEI	
					070-384-0000-4220	56.78
					043-390-0000-4220	29.67
					041-320-0000-4220	29.67
					072-360-0000-4220	0.27
					001-130-0000-4220	33.21
			660629692		VARIOUS CELL PHONES	
					001-106-0000-4220	39.40
					070-384-0000-4220	79.57
			870422920		PD CELL PHONES AND MDT MODEMS	
					001-222-0000-4220	947.17
					001-152-0000-4220	114.03
					Total :	**1,335.17**
112613	1/19/2016	100143 ALONSO, SERGIO	DEC 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	1,750.00
					Total :	**1,750.00**
112614	1/19/2016	100165 AMERICAN WATER WORKS	21849		GENERATOR BELT	
					001-341-0000-4300	19.13
					Total :	**19.13**
112615	1/19/2016	100221 ORTEGA, SYLVIA	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	70.00
					Total :	**70.00**

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112616	1/19/2016	100516 CSULB FOUNDATION	TRAVEL		POST FIELD OFFICER PROG TRAINING	
					001-225-0000-4360	271.00
					Total :	**271.00**
112617	1/19/2016	100805 COOPER HARDWARE INC.	97821		IRRIGATION REPAIR @ LP	
					043-390-0000-4300	3.26
			97906		NEW PARKING METER POLE INSTALLA	
					029-335-0000-4320	83.13
			98710		MAINT @ PIONEER PARK	
					043-390-0000-4300	20.19
			98716		KEYS - PIONEER PARK	
					043-390-0000-4300	9.54
			98733		SOLDER GUN FOR TRAFFIC SIGNAL C	
					001-371-0301-4300	65.25
			98794		SCREWS FOR PD CAMERAS MAINT	
					043-390-0000-4300	4.58
			98804		KEY & WD-40	
					001-311-0000-4300	12.08
					Total :	**198.03**
112618	1/19/2016	100886 LOS ANGELES DAILY NEWS	0010734453		PUBLICATION OF INTERIM MORATORIU	
					001-150-0000-4230	526.30
					Total :	**526.30**
112619	1/19/2016	101302 VERIZON	8183616728		ENGINEERING FAX LINE	
					001-310-0000-4220	23.63
			8183655097		PD NARCOTICS VAULT	
					001-222-0000-4220	26.64
			8188371509		ANIMAL CONTROL & PW PHONE LINE	
					001-190-0000-4220	26.44
			8188372296		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	299.55
			8188384969		PD ALARM PANEL	
					001-222-0000-4220	112.20
					Total :	**488.46**
112620	1/19/2016	101333 GODINEZ, FRAIZER	TRAVEL		POST PLAN IV LESS LETHAL INSTRUC	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112620	1/19/2016	101333 GODINEZ, FRAIZER	(Continued)			
					001-225-0000-4360	70.00
					Total :	**70.00**
112621	1/19/2016	101376 GRAINGER, INC.	9913736386		WATER COOLER	
					043-390-0000-4300	28.53
			9913736394		SMALL TOOLS	
					043-390-0000-4340	52.58
			9917837347		COMPRESSOR OIL - CNG STATION	
					041-320-3661-4400	576.23
			9921430790		MAT'LS FOR PD CAMERA MAINT	
					043-390-0000-4300	182.84
			9924278881		RAIN GEAR	
					043-390-0000-4310	120.45
			9925118755		RAIN GEAR	
					043-390-0000-4310	293.16
					Total :	**1,253.79**
112622	1/19/2016	101427 H.C. STROUD	12850		REPLACE BURNT MOTOR FOR CITY H/	
					043-390-0000-4300	111.69
			12851		REPAIR BURNT MOTOR FOR PD GATE	
					043-390-0000-4300	60.75
					Total :	**172.44**
112623	1/19/2016	101434 GUZMAN, JESUS ALBERTO	DEC 2015		MMAP INSTRUCTOR	
					108-424-3659-4260	1,200.00
					109-424-3637-4260	700.00
					Total :	**1,900.00**
112624	1/19/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	1282226		SKYLIGHT FOR PIONEER PARK SNACK	
					043-390-0000-4300	363.51
			1583856		MAT'LS FOR REPAIRS @ PD	
					043-390-0000-4300	11.63
			3073519		CITY HALL HOLIDAY TREE DECORATIC	
					043-390-0000-4300	41.05
			5570985		GRAFFITTI ABATEMENT SUPPLIES	
					001-152-0000-4300	289.82

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112624	1/19/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			8035905		BATTERIES, TAPE MEASURE, PIPE WR	
					070-383-0301-4300	149.19
			8560423		REPL SHOWER HEADS IN PD MEN'S L(	
					043-390-0000-4300	127.86
			8560424		SMALL TOOLS FOR MAINT TRUCK	
					043-390-0000-4300	93.48
			9083891		REPAIR MECHANICAL SINK FAUCET	
					043-390-0000-4300	67.16
					Total :	**1,143.70**
112625	1/19/2016	101599 IMAGE 2000 CORPORATION	1919		VARIOUS COPIERS CONTRACT USAGE	
					103-420-0000-4260	84.93
					104-420-0000-4260	84.94
					001-135-0000-4260	487.60
					072-360-0000-4450	25.72
					001-135-0000-4260	93.84
			VN488569		CONTRACT BASE RATE CHARFGE FOF	
					103-420-0000-4260	69.62
					104-420-0000-4260	69.62
					Total :	**916.27**
112626	1/19/2016	101640 INTERNATIONAL INSTITUTE OF	18202		ANNUAL MEMBERSHIP	
					001-115-0000-4370	195.00
			30204		ANNUAL MEMBERSHIP	
					001-115-0000-4370	95.00
					Total :	**290.00**
112627	1/19/2016	101647 INTERSTATE BATTERY	30065866		BATERIES FOR FLEET	
					041-1215	222.18
					Total :	**222.18**
112628	1/19/2016	101672 HANCHETT, NICHOLE	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-224-0000-4360	70.00
					Total :	**70.00**
112629	1/19/2016	101772 KING'S BRAKE AND PIONEER TIRE	5951		ALIGNMENT/SHOCKS - PW2487	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112629	1/19/2016	101772 KING'S BRAKE AND PIONEER TIRE	(Continued)			
					041-320-0311-4400	497.55
					Total :	**497.55**
112630	1/19/2016	101852 LARRY & JOE'S PLUMBING	2667243-0001-02		MAT'LS FOR PD PLUMBING REPAIR	
					043-390-0000-4300	41.32
					Total :	**41.32**
112631	1/19/2016	101863 LAWRENCE R. MOSS & ASSOCIATES	92605		CONTRUCTION MGMT & SITE OBSERV	
				11309	011-311-0178-4600	8,000.00
			92609		CONTRUCTION MGMT & SITE OBSERV	
				11309	011-311-0178-4600	4,000.00
					Total :	**12,000.00**
112632	1/19/2016	101957 CITY OF LOS ANGELES	38SF160000005		FIRE SERVICES - NOV 2015	
					001-500-0000-4260	241,300.50
			38SF160000006		FIRE SERVICES - DECEMBER 2015	
					001-500-0000-4260	241,300.50
					Total :	**482,601.00**
112633	1/19/2016	101990 L.A. COUNTY METROPOLITAN	800062401		TAP CARDS - NOV 2015	
					007-440-0441-4260	1,354.00
					Total :	**1,354.00**
112634	1/19/2016	102003 LOS ANGELES COUNTY	RE-PW-15121706931		INDUSTRIAL WASTE CHARGES	
				11292	072-360-0000-4450	4,935.70
					Total :	**4,935.70**
112635	1/19/2016	102160 MCMASTER CARR SUPPLY CO	45771663		LED STRIP LIGHT FOR PD JAIL	
					043-390-0000-4330	311.21
					Total :	**311.21**
112636	1/19/2016	102260 MOORE MEDICAL LLC	82925706I		MEDICATIONS	
					001-222-0000-4350	353.77
					Total :	**353.77**
112637	1/19/2016	102324 NEGRETE, CONNIE	REIMB.		REIMB OF ITEMS PURCHASED FOR IN	
					001-222-0000-4300	55.98

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112637	1/19/2016	102324 102324 NEGRETE, CONNIE	(Continued)		**Total :**	**55.98**
112638	1/19/2016	102325 NAPA AUTO PARTS	885774		THREAD MAGIC	
					070-383-0301-4300	4.15
			885792		BRAKE & TAIL LENS - PW0315	
					041-320-0311-4400	10.64
					Total :	**14.79**
112639	1/19/2016	102432 OFFICE DEPOT	801168907001		PENS	
					001-152-0000-4300	7.11
			801168993001		WALL CALENDARS	
					001-150-0000-4300	38.30
			801168995001		POCKET FILES & LOG BOOK	
					001-140-0000-4300	40.15
			810515837002		ENVELOPES	
					001-222-0000-4300	6.70
			813827500001		OFFICE SUPPLIES - NOTEBOOKS, BAT	
					001-310-0000-4300	677.83
			813828027001		OFFICE SUPPLIES - JOURNALS	
					001-310-0000-4300	44.31
					Total :	**814.40**
112640	1/19/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-134		COURIER SERVICE	
					001-222-0000-4260	206.00
					Total :	**206.00**
112641	1/19/2016	102810 REGIONAL TRAINING CENTER	27695		POST TRAINING COURSE ON 01/25/16	
					001-225-0000-4360	115.00
			27696		POST TRAINING COURSE ON 01/25/16	
					001-225-0000-4360	115.00
			27697		POST TRAINING COURSE ON 01/25/16	
					001-225-0000-4360	115.00
			27698		POST TRAINING COURSE ON 01/25/16	
					001-225-0000-4360	115.00
					Total :	**460.00**
112642	1/19/2016	102930 ROYAL WHOLESALE ELECTRIC	8901-723538		SAFETY BAGS FOR SAFETY SHIELDS	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112642	1/19/2016	102930 ROYAL WHOLESALE ELECTRIC	(Continued)			
					070-384-0000-4310	104.47
					Total :	**104.47**
112643	1/19/2016	102967 SCOTT FAZEKAS & ASSOCIATES INC	18579		PLAN CHECK CONSULTANT - 1404 SF F	
					001-2698	1,174.27
					Total :	**1,174.27**
112644	1/19/2016	103029 SAN FERNANDO, CITY OF	16314-16322		REIMBURSEMENT TO WORKERS COM	
					006-1035	33,562.63
					Total :	**33,562.63**
112645	1/19/2016	103052 SAN FERNANDO POLICE DEPT.	REIMB.		EXPLORER TACTICAL HELMETS & ACC	
					001-226-0230-4430	358.11
					Total :	**358.11**
112646	1/19/2016	103057 SAN FERNANDO VALLEY SUN	9458		TOD-NOP/SCOPING MEETING PUBLIC/	
					001-150-0000-4230	2,412.50
					Total :	**2,412.50**
112647	1/19/2016	103176 SIMS WELDING SUPPLY CO.	12493806		ACETYLENE, OXYGEN & CYLINDER FIL	
					070-383-0000-4310	125.63
					Total :	**125.63**
112648	1/19/2016	103184 SMART & FINAL	130886		CLEANING SUPPLIES FOR BANQUET F	
					001-420-0000-4300	86.75
					004-2380	421.09
					Total :	**507.84**
112649	1/19/2016	103190 SMITH PIPE & SUPPLY, INC	2925249		REPL IRRIGATION VALVE @ REC PARK	
					043-390-0000-4300	238.85
					Total :	**238.85**
112650	1/19/2016	103202 SOUTHERN CALIFORNIA EDISON CO.	2026826982		ELECTRIC - 910 FIRST~	
					043-390-0000-4210	3,729.29
			2026827675		ELECTRIC - VARIOUS LOCATIONS - NC	
					043-390-0000-4210	4,046.11
			2210823241		ELECTRIC - VARIOUS LOCATIONS	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112650	1/19/2016	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
					029-335-0000-4210	1,897.10
					070-384-0000-4210	174.60
					027-344-0000-4210	15,460.42
					043-390-0000-4210	11,171.91
			2337465215		ELECTRIC - 190 PARK (12/04/15-01/05/1	
					027-344-0000-4210	609.49
					Total :	**37,088.92**
112651	1/19/2016	103205 THE GAS COMPANY	04232069007		GAS - 910 FIRST	
					043-390-0000-4210	133.00
					Total :	**133.00**
112652	1/19/2016	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-97539		NATURAL GAS - CNG STATION	
					041-320-3661-4402	3,196.96
					Total :	**3,196.96**
112653	1/19/2016	103217 SOLANO PRESS BOOKS, INC.	SPB2015		CURRENT STANDARDS OF PLANNING	
					001-150-0000-4300	391.88
					Total :	**391.88**
112654	1/19/2016	103413 TRANS UNION LLC	12507829		CREDIT CHECKS	
					001-222-0000-4260	26.59
					Total :	**26.59**
112655	1/19/2016	103445 UNDERGROUND SERVICE ALERT	1220150672		(57) NEW USA DIG ALERT TICKETS	
					070-384-0000-4260	85.50
					Total :	**85.50**
112656	1/19/2016	103449 USA BLUE BOOK	815096		W-3 TOOL - SMOOTH JAW WRENCH	
					070-383-0000-4340	101.33
					Total :	**101.33**
112657	1/19/2016	103463 U.S. POSTMASTER	PERMT NO.64		PERMIT NO.64 RENEWAL FEE	
					070-382-0000-4300	112.50
					072-360-0000-4300	112.50
					Total :	**225.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112658	1/19/2016	103516 VAIRO, TONY	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	70.00
					Total :	**70.00**
112659	1/19/2016	103550 VANICEK, JAMES	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-225-0000-4360	70.00
					Total :	**70.00**
112660	1/19/2016	103816 CHAVEZ, ELENA	REIMB.		REIMB FOR REFRESHMENTS PURCHA	
					001-101-0000-4300	23.02
					001-115-0000-4380	50.00
					001-115-0000-4390	66.59
			TRAVEL REIMB.		REIMB OF LODGING-LEAGUE OF CA. C	
					001-115-0000-4370	573.48
					001-115-0000-4390	154.10
					Total :	**867.19**
112661	1/19/2016	103851 EVERSOFT, INC.	R1524530		SOFTNER - WELL 2A	
					070-384-0000-4260	72.22
			R1524531		SOFNTER - WELL 3	
					070-384-0000-4260	37.72
					Total :	**109.94**
112662	1/19/2016	103903 TIME WARNER CABLE	8448200540010328		CABLE - 01/05/16-02/04/16 (CITY HALL)	
					001-190-0000-4220	88.38
			8448200540010518		CABLE - 12/29/15-01/28/16 (REC PARK)	
					001-420-0000-4260	200.78
			8448200540222204		CABLE 12/29/15-01/28/16 (120 MACNEIL	
					043-390-0000-4260	91.42
					Total :	**380.58**
112663	1/19/2016	887121 DELL MARKETING L.P.	XJTR72887		DELL DESKTOP FOR THE COUNTER AI	
				11294	001-140-0000-4500	126.50
				11294	001-152-0000-4500	126.51
				11294	001-150-0000-4500	253.01
			XJTRT8R35		DELL DESKTOP FOR THE COUNTER AI	
				11294	001-140-0000-4500	262.22

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112663	1/19/2016	887121 DELL MARKETING L.P.	(Continued)			
				11294	001-152-0000-4500	262.21
				11294	001-150-0000-4500	524.43
			XJTTFNNN4		DELL DESKTOP FOR THE COUNTER AI	
				11294	001-140-0000-4500	329.84
				11294	001-152-0000-4500	329.85
				11294	001-150-0000-4500	659.69
					Total :	**2,874.26**
112664	1/19/2016	887270 AMERICAN TRANSPORTATION SYSTEM	53905		MMAP BUS TRIP TO SAN JOSE	
					001-424-0000-4430	2,819.03
					Total :	**2,819.03**
112665	1/19/2016	887518 DURHAM, ALVIN	NOV 2015 & JAN 2016		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	100.00
					Total :	**100.00**
112666	1/19/2016	887553 NATIONAL TRAINING CONCEPTS	TRAVEL		POST PLAN IV LESS LETHAL INSTRUC	
					001-225-0000-4360	277.00
					Total :	**277.00**
112667	1/19/2016	887617 ALL VALLEY PLASTICS	24641		BUS SHELTER PANEL LEXAN	
					001-311-0000-4300	1,831.20
					Total :	**1,831.20**
112668	1/19/2016	887917 CHIASSON, COURTNEY JAMES	TRAVEL		POST FIELD OFFICER PROG TRAININC	
					001-225-0000-4360	135.00
					Total :	**135.00**
112669	1/19/2016	887917 CHIASSON, COURTNEY JAMES	TRAVEL		POST ARREST & CONTROL INSTRUCT	
					001-225-0000-4360	135.00
					Total :	**135.00**
112670	1/19/2016	887952 J. Z. LAWNMOWER SHOP	12071		SMALL TOOLS & LANDSCAPE MAINT	
					043-390-0000-4330	106.71
					Total :	**106.71**
112671	1/19/2016	888075 DATAMATIC, INC.	SRV01096		HANDHELD METER READING MAINT-FI	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112671	1/19/2016	888075 DATAMATIC, INC.	(Continued)			
					070-381-0000-4320	395.08
					Total :	**395.08**
112672	1/19/2016	888076 TRUJILLO GRADING & PAVING CO.	62034		ASPHALT PAVING - DRONFIELD SITE	
				11302	070-385-0857-4600	4,900.00
			62036		ASPHALT PAVING - DRONFIELD SITE	
				11302	070-385-0857-4600	1,500.00
					Total :	**6,400.00**
112673	1/19/2016	888214 INTERNATIONAL CODE COUNCIL INC	3076342		MEMBERSHIP DUES	
					001-140-0000-4380	135.00
					Total :	**135.00**
112674	1/19/2016	888241 UNITED SITE SERVICES OF CA INC	114-3569717		PORTABLE TOILET RENTAL FOR HOLID	
					001-424-0000-4260	314.05
			114-3583212		PORTABLE TOILET RENTAL @ 501 FIRS	
					043-390-0000-4260	550.04
			114-3590870		PORTABLE TOILET RENTAL @ LAYNE F	
					043-390-0000-4260	379.22
			114-3616697		PORTABLE TOILET RENTAL @ REC PAI	
					001-420-0000-4260	143.90
					Total :	**1,387.21**
112675	1/19/2016	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	33.30
					Total :	**33.30**
112676	1/19/2016	888264 MISSION VALLEY SANITATION	127892		PORTABLE TOILET RENTAL @ 12900 D	
					043-390-0000-4260	136.96
			132528		PORTABLE TOILET RENTAL @ 12900 D	
					043-390-0000-4260	136.96
			133847		PORTABLE TOILET RENTAL @ 12900 D	
					043-390-0000-4260	136.96
					Total :	**410.88**
112677	1/19/2016	888309 HI 2 LO VOLTAGE WIRING CO, INC	17092		MONITORING - 01/01/16-03/31/16	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112677	1/19/2016	888309 HI 2 LO VOLTAGE WIRING CO, INC	(Continued)			
					001-222-0000-4260	75.00
					Total :	**75.00**
112678	1/19/2016	888356 ADVANCED AUTO REPAIR BODY &	2215		REPAIR REAR BODY PANEL & REPL	
					041-320-0225-4400	1,553.00
					Total :	**1,553.00**
112679	1/19/2016	888646 HD SUPPLY WATER WORKS, LTD	E651149		WORK ZONE SAFETY SIGNS	
					070-383-0000-4310	813.80
			E867410		ABANDON 12" BYPASS 12900 DRONFIE	
					070-384-0000-4330	231.97
					Total :	**1,045.77**
112680	1/19/2016	888800 BUSINESS CARD	120715		MANDATORY POST COURSE ON 12/07	
					001-225-0000-4360	79.19
			120715		DINNER FOR SPECIAL COUNCIL MEET	
					001-101-0000-4300	61.82
			120815		MANDATORY POST COURSE ON 12/07	
					001-225-0000-4360	559.17
			120915		MANDATORY POST COURSE ON 12/07	
					001-225-0000-4360	79.19
			120915		WINDSCREEN REPLACEMENTS FOR C	
					043-390-0000-4300	29.39
			120915		ONLINE VIDEO STORAGE FOR TOD OV	
					001-150-0000-4300	59.95
			121115		ANNUAL SUBSCRIPTION FOR VPN USE	
					001-190-0000-4300	145.94
			121115		WEB HOSTING - DEC 2015	
					001-190-0000-4260	169.00
			121215		SECURITY FOR RCS WEBSITE - DEC 2	
					001-420-0000-4260	100.00
			121415		ONLINE AFFORDABLE CARE ACT REP	
					001-190-0000-4300	799.00
			121515		LP SENIOR CLUB ANNUAL HOLIDAY DI	
					004-2380	784.80
			121615		(3) WIRELESS CONFERENCE TELEPH	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112680	1/19/2016	888800 BUSINESS CARD	(Continued)			
					001-190-0000-4300	1,437.00
			122015		MMAP CHRISTMAS CONCERT ON 12/1	
					109-424-3637-4260	2,556.96
					Total :	**6,861.41**
112681	1/19/2016	888951 DOMINGUEZ, WALTER	TRAVEL		POST ARREST & CONTROL INSTRUCT	
					001-225-0000-4360	135.00
					Total :	**135.00**
112682	1/19/2016	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD~	
					001-310-0000-4220	65.44
					Total :	**65.44**
112683	1/19/2016	889149 STAPLES BUSINESS ADVANTAGE	8037292867		BREAKROOM SUPPLIES	
					001-190-0000-4300	99.50
					Total :	**99.50**
112684	1/19/2016	889328 FIRST TRANSIT, INC.	11165114		O&M OF CITY TRANSIT & TROLLEY SE	
					007-3794-0000	-315.66
					007-3794-3630	-1,321.49
				11282	008-313-0000-4260	19,891.34
				11282	007-440-0442-4260	21,765.60
					Total :	**40,019.79**
112685	1/19/2016	889473 GUTIERREZ, MIRIAM	TRAVEL REIMB		PER DIEM-LEAGUE OF CA. CITIES 201	
					001-115-0000-4370	60.00
					Total :	**60.00**
112686	1/19/2016	889532 GILMORE, REVA A.	12/26/15 - 01/08/16		FOOD SERVICE MANAGER	
					115-422-3750-4270	474.50
					115-422-3752-4270	78.00
					Total :	**552.50**
112687	1/19/2016	889533 MARTINEZ, ANITA	01/01/16 - 01/08/16		FOOD SERVICE INTAKE CLERK	
					115-422-3750-4270	100.00
			12/26/15 - 12/31/15		FOOD SERVICE INTAKE CLERK	
					115-422-3750-4270	72.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112687	1/19/2016	889533 889533 MARTINEZ, ANITA	(Continued)		**Total :**	**172.00**
112688	1/19/2016	889535 GOMEZ, GILBERT	01/01/16 - 01/08/16		HDM DRIVER	
					115-422-3752-4270	100.00
					115-422-3752-4390	26.00
			12/26/15 - 12/31/15		HDM DRIVER	
					115-422-3752-4270	72.00
					115-422-3752-4390	20.80
					Total :	**218.80**
112689	1/19/2016	889602 RESPOND SYSTEMS	99028		SAFETY GLOVES	
					070-384-0000-4300	130.26
					Total :	**130.26**
112690	1/19/2016	889611 MORRISON MANAGEMENT SPECIALIST	188452015113001		LP SENIOR MEALS - NOV 2015	
					115-422-3750-4260	3,937.50
					115-422-3752-4260	2,245.50
			188452015123101		LP SENIOR MEALS - DEC 2015	
					115-422-3750-4260	4,770.00
					115-422-3752-4260	2,673.00
					Total :	**13,626.00**
112691	1/19/2016	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2015		MMAP INSTRUCTOR	
					109-424-3637-4260	450.00
					Total :	**450.00**
112692	1/19/2016	889681 VILLALPANDO, MARIA	01/01/16 - 01/08/16		FOOD SERVICE WORKER	
					115-422-3750-4270	125.00
					115-422-3752-4270	25.00
			12/26/15 - 12/31/15		FOOD SERVICE WORKER	
					115-422-3750-4270	90.00
					115-422-3752-4270	18.00
					Total :	**258.00**
112693	1/19/2016	890010 TOTAL PRINTING SUPPLIES	15364		HP TONERS	
					001-140-0000-4300	272.50
					001-152-0000-4300	136.25
					001-150-0000-4300	604.95

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112693	1/19/2016	890010 890010 TOTAL PRINTING SUPPLIES	(Continued)		Total :	1,013.70
112694	1/19/2016	890095 O'REILLY AUTO PARTS	4605-136293		ECU TRAINING	
					041-320-0000-4360	199.99
			4605-161190		ECU TRAINING	
					041-320-0000-4360	94.95
			4605-161191		ECU TRAINING	
					041-320-0000-4360	94.95
			4605-171788		FRONT PADS - PW0315	
					041-320-0311-4400	34.28
			4605-171900		DOOR SUPPPORTS - PK3240	
					041-320-0390-4400	37.62
			4605-171901		LIFT SUPPORT CREDIT - ME4412	
					041-320-0320-4400	-43.58
			4605-171902		STRUTS - ME4412	
					041-320-0320-4400	79.23
			4605-171965		RETURN & CORRECT DOOR SUPPORT	
					041-320-0390-4400	0.81
			4605-172023		WIPER BLADES	
					041-1215	88.48
			4605-172047		HEADLIGHTS	
					041-1215	54.16
			4605-172830		FRONT PADS - PK4572	
					041-320-0390-4400	62.34
			4605-173292		STARTER - WA4470	
					070-384-0000-4400	141.24
			4605-173435		ECU TRAINING CREDIT	
					041-320-0000-4360	-189.90
			4605-173436		CORE RETURN - WA4470	
					070-384-0000-4400	-10.95
					Total :	643.62
112695	1/19/2016	890377 F & F SIGNS	0014		GRAPHICS FOR NEW UNIT - PD0019	
					041-320-0225-4400	603.62
					070-383-0000-4400	384.13
					Total :	987.75

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112696	1/19/2016	890401 ENVIROGEN TECHNOLOGIES INC	0007561-IN		NITRATE REMOVAL SYSTEM LEASE - D	
				11254	070-384-0000-4260	7,200.11
					Total :	7,200.11
112697	1/19/2016	890546 BARAJAS, CRYSTAL	DEC 2015		MMAP MENTOR INSTRUCTOR	
					109-424-3637-4260	90.00
					Total :	90.00
112698	1/19/2016	890682 GEOTRUST INC	030116		RENEWAL OF SSL CERTIFICATE	
					001-130-0000-4270	873.00
					Total :	873.00
112699	1/19/2016	890970 WEX BANK	43480047		FUEL FOR CITY FLEET	
					041-320-0222-4402	158.30
					041-320-0224-4402	505.30
					041-320-0225-4402	3,075.46
					041-320-0226-4402	2.00
					041-320-0228-4402	397.24
					041-320-0311-4402	817.09
					041-320-0312-4402	2.00
					041-320-0320-4402	229.36
					041-320-0346-4402	4.00
					041-320-0370-4402	97.39
					041-320-0371-4402	255.13
					041-320-0390-4402	957.67
					041-320-0420-4402	4.00
					041-320-0221-4402	165.48
					007-313-3630-4402	1,150.03
					027-344-0000-4402	101.79
					029-335-0000-4402	92.87
					070-381-0000-4402	17.41
					070-382-0000-4402	244.18
					070-383-0000-4402	571.80
					070-384-0000-4402	190.98
					072-360-0000-4402	347.92
					041-320-0152-4402	455.10

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112699	1/19/2016	890970 890970 WEX BANK	(Continued)		Total :	9,842.50
112700	1/19/2016	891053 HAUPT, THEALE E	NOV 2015-JAN 2016		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	150.00
					Total :	150.00
112701	1/19/2016	891054 MEJIA, YVONNE G	NOV 2015 & JAN 2016		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	100.00
					Total :	100.00
112702	1/19/2016	891103 TRITECH	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	795.00
					Total :	795.00
112703	1/19/2016	891103 TRITECH	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-225-0000-4360	795.00
					Total :	795.00
112704	1/19/2016	891103 TRITECH	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	795.00
					Total :	795.00
112705	1/19/2016	891121 RIVERA, NICOLE	DEC 2015		MMAP MENTOR INSTRUCTOR	
					109-424-3637-4260	75.00
					Total :	75.00
112706	1/19/2016	891220 VAN LANT & FANKHANEL, LLP	010516		PROFESSIONAL AUDIT SERVICES	
				11252	001-130-0000-4270	18,500.00
					Total :	18,500.00
112707	1/19/2016	891253 SAN FERNANDO SMOG TEST ONLY	4625		SMOG TEST - EL2073	
					041-320-0371-4450	50.00
			4626		SMOG TEST - WA9503	
					041-320-0000-4450	50.00
			4627		SMOG TEST - PD4539	
					041-320-0221-4450	50.00
			4666		SMOG TEST - PW0315	
					041-320-0311-4450	50.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112707	1/19/2016	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)			
			4670		SMOG TEST - PW6835	
					041-320-0311-4450	50.00
			4677		SMOG TEST - PW4985	
					041-320-0225-4450	50.00
			4687		SMOG TEST - PW5333	
					041-320-0225-4450	50.00
			4689		0SMOG TEST - CE5643	
					041-320-0152-4450	50.00
			4692		SMOG TEST - PW2115	
					041-320-0311-4450	50.00
					Total :	450.00
112708	1/19/2016	891311 TORRES, RITA	01/01/16 - 01/08/16		ENP SUBSTITUTE	
					115-422-3750-4270	45.00
					115-422-3752-4270	5.00
			12/26/15 - 12/31/15		ENP SUBSTITUTE	
					115-422-3750-4270	40.50
					115-422-3752-4270	4.50
					Total :	95.00
112709	1/19/2016	891355 NAREZ, FABIAN	DEC 2015		MMAP MENTOR INSTRUCTOR	
					109-424-3637-4260	90.00
					Total :	90.00
112710	1/19/2016	891377 REYES, JOSE	01/01/16 - 01/08/16		HDM DRIVER	
					115-422-3752-4270	100.00
					115-422-3752-4390	31.20
			12/26/15 - 12/31/15		HDM DRIVER	
					115-422-3752-4270	72.00
					115-422-3752-4390	24.96
					Total :	228.16
112711	1/19/2016	891439 SUPERIOR WATER TECHNOLOGIES	2015-233		WLL 2A ACID WASH	
					070-384-0000-4260	1,031.38
					Total :	1,031.38

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112712	1/19/2016	891531 WILLDAN ENGINEERING	00320697		ST. RESURFACING PRJ. ENGINEERING	
				11285	012-311-0560-4600	15,817.50
					Total :	**15,817.50**
112713	1/19/2016	891542 MR "B" PRINTING INC.	33557		DEPARTMENT WINTER BROCHURES	
					001-420-0000-4260	700.40
					Total :	**700.40**
112714	1/19/2016	891570 INNOVATIVE TELECOM. SYSTEMS	1699		TELEPHONE EQUIPMENT MAINT-FEB 2	
					001-190-0000-4260	395.00
					Total :	**395.00**
112715	1/19/2016	891609 SHERATON SAN DIEGO	TRAVEL		TRITECH ANNUAL USER'SCONF ON	
					001-222-0000-4360	987.25
					Total :	**987.25**
112716	1/19/2016	891609 SHERATON SAN DIEGO	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	987.25
					Total :	**987.25**
112717	1/19/2016	891609 SHERATON SAN DIEGO	TRAVEL		TRITECH ANNUAL USER'S CONF ON	
					001-222-0000-4360	116.00
					Total :	**116.00**
112718	1/19/2016	891622 FARMER BROTHERS	63132589		BREAK ROOM SUPPLIES	
					001-222-0000-4300	289.31
					Total :	**289.31**
112719	1/19/2016	891664 GOLDEN TOUCH CLEANING, INC	62287		DEC-JANITORIAL SERVICES CONTRAC	
				11242	043-390-0000-4260	12,550.00
					Total :	**12,550.00**
112720	1/19/2016	891738 KNIGHT COMMUNICATIONS INC	2010601		INFORMATION TECHNOLOGY MANAGE	
				11249	001-135-0000-4270	10,000.00
					Total :	**10,000.00**
112721	1/19/2016	891777 IRRIGATION EXPRESS	15036806-00		HAND PUMP REPLACEMENT @ REC P/	
					043-390-0000-4300	68.78

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112721	1/19/2016	891777 IRRIGATION EXPRESS	(Continued)			
			15037891-00		IRRIGATION REPAIR @ REC PARK	
					043-390-0000-4300	105.44
			15038370-00		CITY HALL IRRIGATION REPAIR	
					043-390-0000-4300	31.57
					Total :	**205.79**
112722	1/19/2016	891836 OLIVAREZ MADRUGA, LLP	13278		LEGAL SERVICES	
					001-110-0000-4270	28,923.83
					001-110-0098-4270	480.00
					Total :	**29,403.83**
112723	1/19/2016	891849 SHI INTERNATIONAL CORP	B04292885		PROJECTOR FOR PRESENTATIONS AT	
				11295	001-150-0000-4500	281.97
				11295	001-140-0000-4500	140.98
				11295	001-152-0000-4500	140.98
					Total :	**563.93**
112724	1/19/2016	891860 CARL WARREN & COMPANY	10053-10071		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	38,137.25
					Total :	**38,137.25**
112725	1/19/2016	892014 BERNAL, DAVID	NOV 2015-JAN 2016		COMMISSIONER'S REIMBURSEMENT	
					001-150-0000-4111	150.00
					Total :	**150.00**
112726	1/19/2016	892023 PAETEC	59017996		PHONE SERVICE 12/18/15-01/17/16	
					001-222-0000-4220	637.90
					001-420-0000-4220	942.44
					070-384-0000-4220	494.03
					001-190-0000-4220	1,786.42
					Total :	**3,860.79**
112727	1/19/2016	892076 CEJ ENGINEERS, INC	142.01-05		CONSTRUCTION INSPECTION FOR BR	
				11305	011-311-0178-4600	3,750.00
					Total :	**3,750.00**
112728	1/19/2016	892077 L.A. COUNTY SANDBAGS, INC.	15-M5622		SANDBAGS FOR EL NINO FLOOD CON	

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112728	1/19/2016	892077 L.A. COUNTY SANDBAGS, INC.	(Continued)			
				11301	001-311-0000-4600	3,645.00
					001-311-0000-4600	230.38
					Total :	**3,875.38**
112729	1/19/2016	892081 VERIZON BUSINESS SERVICES	69643714		MPLS PORT ACCESS & ROUTER - PD \	
					001-222-0000-4220	1,031.79
					Total :	**1,031.79**
112730	1/19/2016	892083 KTB CONSTRUCTION	37-1995-01		WATER ACCT REFUND - 769 S BRAND	
					070-2010	108.74
			37-3960-01		WATER ACCT REFUND - 671 S BRAND	
					070-2010	104.38
					Total :	**213.12**
112731	1/19/2016	892085 CRUZ, LUZ	35-0125-06		WATER ACCT REFUND - 1448 CORONE	
					070-2010	4.99
					Total :	**4.99**
112732	1/19/2016	892109 MID AMERICA SPORTS ADVANTAGE	38387		BASKETBALLS	
					017-420-1338-4300	119.80
					Total :	**119.80**
112733	1/19/2016	892110 PARTOVI, FRANK	PERMIT NO.3942		FIREFLOW TEST REFUND	
					070-3835-0000	100.00
					Total :	**100.00**
112734	1/19/2016	892111 GUTIERREZ, DAVID	35-1035-09		WATER ACCT REFUND - 1315 CORONE	
					070-2010	43.54
					Total :	**43.54**
112735	1/19/2016	892112 EAGLE VISTA EQUITIES LLC	52-0260-03		WATER ACCT REFUND - 2004 EIGHTH	
					070-2010	423.54
					Total :	**423.54**
112736	1/19/2016	892113 DISCOTECA LINDA	33-2065-01		WATER ACCT REFUND - 1130 SAN FER	
					070-2010	48.85

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112736	1/19/2016	892113 892113 DISCOTECA LINDA	(Continued)		**Total :**	**48.85**
112737	1/19/2016	892114 PAI MIZAR, GOKULDAS	54-0630-02		WATER ACCT REFUND - 1323 GLENOA	
					070-2010	121.44
					Total :	**121.44**
112738	1/19/2016	892115 SAN LUIS BUILDERS INC	33-3410-01		WATER ACCT REFUND - 500 MISSION	
					070-2010	39.36
					Total :	**39.36**
112739	1/19/2016	892116 ROCHA, BENJAMIN	35-2300-03		WATER ACCT REFUND - 1423 TRUMAN	
					070-2010	191.14
					Total :	**191.14**
112740	1/19/2016	892117 OSORIO, YURI	39-2925-08		WATER ACCT REFUND	
					070-2010	31.91
					Total :	**31.91**
112741	1/19/2016	892119 CISNEROS, CYNTHIA	2000219.001		BASKETBALL REFUND	
					017-3770-1328	80.00
					Total :	**80.00**
112742	1/19/2016	892120 GALVAEZ, ALICIA	2000204.001		BASKETBALL REFUND	
					017-3770-1328	95.00
					Total :	**95.00**
112743	1/19/2016	892121 ON DUTY UNIFORMS	24952		PD UNIFORMS	
					001-222-0000-4300	1,098.09
					Total :	**1,098.09**
112744	1/19/2016	892122 WESTERN LOS ANGELES COUNTY	NONPO		RENEWAL FEES-13 YOUTH & 4 ADVISC	
					001-226-0230-4430	448.00
					Total :	**448.00**
112745	1/19/2016	892126 CONTROLLED F.O.R.C.E.	TRAVEL		POST ARREST & CONTROL INSTRUCT	
					001-225-0000-4360	870.00
					Total :	**870.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112746	1/19/2016	892126 CONTROLLED F.O.R.C.E.	TRAVEL		POST ARREST & CONTROL INSTRUCT	
					001-225-0000-4360	870.00
					Total :	**870.00**

137 Vouchers for bank code : bank **Bank total : 852,693.49**

137 Vouchers in this report **Total vouchers : 852,693.49**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112266	12/15/2015	889978 PERFORMANCE PIPELINE	7961		CITY SEWER SYSTEM TVING	
				11233	072-360-0000-4260	64,801.94
					Total :	**64,801.94**

1 Vouchers for bank code : bank **Bank total : 64,801.94**

1 Vouchers in this report **Total vouchers : 64,801.94**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112069	12/1/2015	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS-DECEI	
					001-1160	181,304.24
					Total :	**181,304.24**
112070	12/1/2015	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-DECE	
					001-1160	2,279.80
					Total :	**2,279.80**
112071	12/1/2015	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS-DECEI	
					001-1160	11,361.92
					Total :	**11,361.92**
112072	12/1/2015	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS-DECEI	
					001-1160	381.81
					Total :	**381.81**
112260	12/3/2015	103648 CITY OF SAN FERNANDO	PR 12-04-15		REIMB FOR PAYROLL W/E 11-27-15	
					001-1003	315,576.37
					007-1003	692.32
					008-1003	1,925.49
					011-1003	6,637.91
					017-1003	211.36
					018-1003	62,716.09
					027-1003	3,149.17
					029-1003	2,603.48
					041-1003	8,053.00
					043-1003	13,268.71
					070-1003	34,469.03
					072-1003	16,705.48
					103-1003	2,927.51
					104-1003	3,921.59
					Total :	**472,857.51**
112262	12/9/2015	103029 SAN FERNANDO, CITY OF	16245-16283		REIMBURSEMENT TO WORKERS COM	
					006-1035	49,295.26

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112262	12/9/2015	103029 103029 SAN FERNANDO, CITY OF	(Continued)		**Total :**	**49,295.26**
112263	12/9/2015	103648 CITY OF SAN FERNANDO	SPR 12-8-15		REIMB FOR SPECIAL PAYRLL W/E 12-8	
					001-1003	40,559.01
					070-1003	2,217.79
					072-1003	2,217.80
					Total :	**44,994.60**
112264	12/10/2015	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS-DECEMBE	
					001-1160	3,483.78
					Total :	**3,483.78**
112265	12/10/2015	103648 CITY OF SAN FERNANDO	SPR 12-10-15		REIMB. FOR SPECIAL PAYROLL W/E 12	
					001-1006	16,061.40
					Total :	**16,061.40**
112267	12/15/2015	102707 PUEBLO Y SALUD, INC	121515		CIF CONTRIBUTION	
					053-101-0107-4430	1,000.00
					Total :	**1,000.00**
112268	12/17/2015	103648 CITY OF SAN FERNANDO	PR 12-18-15		REIMBURSEMENT FOR PAYROLL W/E	
					001-1003	358,873.96
					007-1003	898.27
					008-1003	1,925.65
					011-1003	6,657.70
					018-1003	66,068.07
					027-1003	3,149.12
					029-1003	2,725.29
					041-1003	8,052.99
					043-1003	13,398.73
					070-1003	33,530.74
					072-1003	18,374.81
					103-1003	4,941.14
					104-1003	5,759.10
					Total :	**524,355.57**
112269	12/18/2015	891825 UNITED STATES TREASURY	DECEMBER 18, 2015		CORRECTION AMOUNT DUE	
					041-190-0000-4457	1,857.04

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112269	12/18/2015	891825 891825 UNITED STATES TREASURY	(Continued)		**Total :**	**1,857.04**
112496	12/30/2015	103648 CITY OF SAN FERNANDO	PR 12-30-15		REIMBURSEMENT FOR PAYROLL W/E	
					001-1003	306,364.17
					007-1003	525.37
					008-1003	1,925.57
					011-1003	6,705.98
					018-1003	61,706.79
					027-1003	3,149.16
					029-1003	3,071.23
					041-1003	8,069.32
					043-1003	13,622.66
					070-1003	32,699.02
					072-1003	17,327.21
					103-1003	2,455.95
					104-1003	2,323.38
					Total :	**459,945.81**
112498	12/30/2015	891485 SUCCESSOR AGENCY TO THE	NONPO		TRANSFER FUNDS RELATING TO SA LI	
					098-1013	3,464.04
					Total :	**3,464.04**

14 Vouchers for bank code : bank **Bank total : 1,772,642.78**

14 Vouchers in this report **Total vouchers : 1,772,642.78**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112049	12/1/2015	100346 BELDEN, KENNETH MILES	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112050	12/1/2015	100916 DEIBEL, PAUL	100916		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
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112051	12/1/2015	101044 ELEY, JEFFREY	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**120.53**
112052	12/1/2015	101440 HALCON, ERNEST	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**121.64**
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112054	12/1/2015	101694 JACOBS, ROBERT	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**121.64**
112055	12/1/2015	101926 LILES, RICHARD	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					072-180-0000-4127	67.85
					Total :	**135.71**
112056	12/1/2015	102126 MARTINEZ, MIGUEL	DECEMBER 2015		CAL PERS HEALTH REIMB	
					070-180-0000-4127	8.61
					Total :	**8.61**
112057	12/1/2015	102473 ORDELHEIDE, ROBERT	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	336.03
					Total :	**336.03**

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11/28/2015 10:21:00AM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112058	12/1/2015	102864 RIVETTI, DOMINICK	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**120.53**
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					001-180-0000-4127	16.13
					Total :	**16.13**
112061	12/1/2015	891021 GUIZA, JENNIE	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**
112062	12/1/2015	891027 LOCKETT, JOANN	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**
112063	12/1/2015	891028 MANTHEY, DONALD	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	145.37
					Total :	**145.37**
112064	12/1/2015	891031 ORTEGA, JIMMIE	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**
112065	12/1/2015	891032 OTREMBA, EUGENE	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	58.58
					Total :	**58.58**
112066	12/1/2015	891033 POLLOCK, CHRISTINE	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	89.82
					Total :	**89.82**
112067	12/1/2015	891354 RAMIREZ, ROSALINDA	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	3.31

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112067	12/1/2015	891354 891354 RAMIREZ, ROSALINDA	(Continued)		**Total :**	**3.31**
112068	12/1/2015	891866 KNIGHT, DONNA	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**51.00**
20	**Vouchers for bank code :**	bank			**Bank total :**	**1,851.34**
20	**Vouchers in this report**				**Total vouchers :**	**1,851.34**

Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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11/27/2015 5:12:22PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112021	12/1/2015	100306 BARNARD, LARRY	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**94.35**
112022	12/1/2015	100642 CASTRO, RICO	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	336.03
					Total :	**336.03**
112023	12/1/2015	100913 DECKER, CATHERINE	DECEMBER 2015		CAL PERS HEALTH REIMB	
					070-180-0000-4127	32.26
					Total :	**32.26**
112024	12/1/2015	100995 DRAKE, MICHAEL	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					072-180-0000-4127	8.06
					Total :	**16.13**
112025	12/1/2015	100996 DRAKE, JOYCE	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**204.87**
112026	12/1/2015	101538 HOUGH, RAY	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	32.26
					Total :	**32.26**
112027	12/1/2015	101933 LITTLEFIELD, LESLEY	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	32.26
					Total :	**32.26**
112028	12/1/2015	102206 MILLER, WILMA	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**
112029	12/1/2015	102232 MIURA, HOWARD	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**

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Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112030	12/1/2015	102569 PARKS, ROBERT	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	120.53
					Total :	**120.53**
112031	12/1/2015	103175 SKOBIN, ROMELIA	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	134.62
					Total :	**134.62**
112032	12/1/2015	103394 TORRES, RACHEL	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	16.13
					Total :	**16.13**
112033	12/1/2015	103643 WEDDING, JERRY	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**32.26**
112034	12/1/2015	103727 WYSBEEK, DOUDE	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**16.13**
112035	12/1/2015	103737 YNIGUEZ, LEONARD	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112036	12/1/2015	891010 MAERTZ, ALVIN	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	388.60
					Total :	**388.60**
112037	12/1/2015	891011 APODACA-GRASS, ROBERTA	DECEMBER 2015		CAL PERS HEALTH REIMB	
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					Total :	**32.26**
112038	12/1/2015	891014 CREEKMORE, CASIMIRA	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112039	12/1/2015	891016 DEATON, MARK	DECEMBER 2015		CAL PERS HEALTH REIMB	
					070-180-0000-4127	135.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112039	12/1/2015	891016 891016 DEATON, MARK	(Continued)		Total :	135.71
112040	12/1/2015	891020 GLASGOW, ROBERT	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112041	12/1/2015	891023 HATFIELD, JAMES	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112042	12/1/2015	891024 HOOKER, RAYMOND	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	61.93
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112043	12/1/2015	891034 RAMSEY, JAMES	DECEMBER 2015		CAL PERS HEALTH REIMB	
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112044	12/1/2015	891035 SHERWOOD, NINA	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	29.29
					Total :	29.29
112045	12/1/2015	891036 WATT, DAVID	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	32.26
					Total :	32.26
112046	12/1/2015	891037 WEBB, NANCY	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	137.56
					Total :	137.56
112047	12/1/2015	891038 WAITE, CURTIS	DECEMBER 2015		CAL PERS HEALTH REIMB	
					001-180-0000-4127	91.22
					Total :	91.22
112048	12/1/2015	891918 HARTWELL, BRUCE	DECEMBER 2015		CAL PERS HEALTH REIMB	
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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
28	Vouchers for bank code :	bank			Bank total :	2,787.65
28	Vouchers in this report				Total vouchers :	2,787.65

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: January 19, 2016

Subject: Consideration to Approve Baseball Fields and Concession Stand Non-Exclusive License Agreements for Youth Baseball Leagues

RECOMMENDATION:

It is recommended that the City Council:

a. Authorize the City Manager to execute a Baseball Fields and Concession Stand Non-exclusive License Agreement (Attachment "A" – Contract No. 1810) with Santa Rosa Baseball League (SRBL) to grant access for the of use park facilities at Las Palmas Park; and

b. Authorize the City Manager to execute a Baseball Fields and Concession Stand Non-exclusive License Agreement (Attachment "B" – Contract No. 1811) with San Fernando National Little League (SFNLL) to grant access for the use of park facilities at Pioneer Park and Recreation Park.

BACKGROUND:

1. Since 1948, the City has provided youth organizations access to local public parks and fields for children to benefit from recreational sport activities that included informal partnerships with various youth baseball leagues for the use of recreational and athletic facilities.

2. On March 3, 2014, the City Council formally approved Non-inclusive Licensed Agreements ("Agreements") with both Santa Rosa Little League and San Fernando National Little League for use of baseball fields and concession stands. Since then, the City Council has annually approved the Agreements for both leagues.

3. Since June of 2015, City staff has worked closely with the leagues to secure funding opportunities for athletic facility improvements.

ANALYSIS:

Youth Baseball Leagues (Leagues)

For over 40 years, the City of San Fernando has partnered with the local youth baseball leagues by providing athletic facilities (including baseball fields and concession stands) to host League operations. The City is currently home for two leagues that provide services to approximately 600 youth in the Northeast San Fernando Valley, including the cities of Pacoima, Arleta, Sylmar, and the City of San Fernando. The Leagues represented include:

- Santa Rosa Baseball League
  - Field use: Las Palmas Park, located at 505 South Huntington Street, which includes four baseball fields, one concession stand, and occasional meeting rooms.
  - Months of Activity: January - June, December
- San Fernando National Little League
  - Field use: Pioneer Park, located at 828 Harding Avenue, which includes two baseball fields and one concession stand and; Recreation Park located at 208 Park Avenue, which includes one baseball field.
  - Months of Activity: January - June, September – December

Proposed Non-exclusive License Agreements

The proposed Non-exclusive License Agreements will continue to provide the following key points: facility usage of park fields, concession stands, meeting rooms, rules/procedures, fees, insurance requirements, and liability/indemnification provisions. However, City staff recommends the following modifications be included:

- Extend the Agreements for a duration of 10 years: This will allow the Leagues to apply for grant opportunities as a “non-profit” organization to secure funding for capital improvements at City baseball fields.
- Include a “Financial Reporting” component (Section 4.1-4.3 of Attachment “A” and “B”): This will allow City staff to ensure Leagues are and continue to be financially viable partners.

BUDGET IMPACT:

There will be no budget impact to the FY 2015-2016 General Fund. All expenses for staff time have been budgeted.

CONCLUSION:

Since 1948, the City has provided youth organizations access to local public parks and fields so that children can benefit from recreational sport activities. The City is committed to this tradition by continuing to collaborate with the youth baseball Leagues. The proposed Agreements for the corresponding City ball fields and concession stands are intended to provide greater clarity and assurance for both the City and the Leagues regarding the duties and responsibilities of both parties. The City will continue to provide the Leagues with access to said City facilities. In addition, new sections to the Agreements will allow for the Leagues to secure funding for future capital improvements and ensure the Leagues are a financial viable partner. Therefore, it is staff's recommendation that the City Council authorize the City Manager to execute a Baseball Fields and Concession Stand Non-exclusive License Agreements with each of the Leagues to grant access to use park facilities in the City.

ATTACHMENTS:

A. Contract No. 1810 - License Agreement with SRBL
B. Contract No. 1811 - License Agreement with SFNLL

ATTACHMENT "A"
CONTRACT NO. 1810

NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO LAS PALMAS PARK BASEBALL FIELDS AND CONCESSION STAND

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER AND RECREATION PARKS (this "**Agreement**") is made and entered into as of January 19, 2016, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SANTA ROSA BASEBALL LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

R E C I T A L S:

WHEREAS, City and League 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 City;

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Las Palmas Park (the "Facility"), located at 505 S. Huntington St. Avenue; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of four baseball fields and one concession stand at the Facility; and

WHEREAS, City is willing to provide access to the requested Facility, 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 meeting of January 19, 2016 as part of the conditions of approval for the League's use of the Facility.

A G R E E M E N T:

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 the League hereby agree as follows:

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for purpose conducting baseball games and certain specified food concessions in connection with the conduct of such baseball games for a period of time commencing on January 19, 2016 and through January 18, 2026.

1.2. The City shall provide the League, on a non-exclusive basis, access to three baseball fields and south end grass area at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.

B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 1.4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement

pursuant to section 5.2 below and City reserves the right to terminate this Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

1.10 Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements

to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address the City Manager and copy Ismael Aguila, Recreation and Community Services Director.

2. LIABILITY & INDEMNIFICATION.

2.1 League agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of each season, the League shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by League. Refer to Exhibit "E" for liability sample.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

3. INSURANCE.

3.1 Coverage. League shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

A. League shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, 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 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 City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might

arise, by reason of any payment under such policy or by reason of any act or omission of City.

B. League 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 League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. FINANCIAL REPORTING.

4.1 Upon request, the league shall submit to the City the following fiscal documents within 45 days:

i. Annual Form 990 or Form 990-EZ (if gross receipts are over $50,000) or Form 990-N (if gross receipts are less than $50,000) every year as required by the IRS.
ii. Annual organizations budget (prepared by a Certified Public Accountant).
iii. Proof of Employer Identification number (EIN).
iv. Tax except Letters from IRS.
v. California Franchise Tax Board Verification Letter.
vi. Copy of Form 1013.
vii. Organizations by-laws, including mission, rules for board meetings, fiscal responsibilities, and code of ethics.
viii. List of all active board members (proof of activity).

4.2 League can be subject to an independent audit (at the cost of the League) as requested by the City of San Fernando.

4.3 League shall maintain annual membership of the California Association of Non-profits and/or National Association of Non-profits.

5. TERM OF AGREEMENT. The term of this Agreement and the license rights sent forth herein shall commence January 19, 2016 and end January 18, 2026, unless earlier terminated in accordance with this Agreement.

6. TERMINATION OF AGREEMENT.

6.1 TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by providing thirty (30) days prior notice to the other party.

6.2 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 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 6.2(B) and 6.2(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. The League shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of the League to timely provide 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 Section 6.2(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 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 shall be under no obligation to grant additional time for the cure of an Event of Default under

this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League'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) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued to the League by the LACDPH; (iv) the League'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 the League relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League'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.

D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League 's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). 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 the League's access to portions of the Facility that the League 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 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 the League, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility that the City has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;

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

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

G. In the event CITY is in breach of this Agreement, the League's sole remedy shall be the suspension or termination of this Agreement.

6.3 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.

7. NONDISCRIMINATION. League 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 Facility. A copy of the League's non-discrimination policy will be provided prior to opening day.

8. FEES AND CHARGES.

8.1 Fees.

A. For each League season, the CITY will charge the League for use of the Facility an impact fee of $15.00 per youth enrolled in the Leagues

program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than 45 days from start of season.

B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law. League shall provide the most recent filed Federal and State financial statements.

C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY. Proof of residency must be available upon 45 days of request.

D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.

E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.

F. The League will submit a report to the CITY no later than 45 days from start of season containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.

G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

8.2 Billing. City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

8.3 Method of Payment. Impact Fees shall be paid prior to the end of the season for facility use.

9. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **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:	Santa Rosa Baseball League 9831 Sepulveda Blvd. North Hills, California 91343 Attention: Marcos Martinez Email: marcosmmartinez@msn.com
City:	City of San Fernando 117 Mcneil Street San Fernando, California 91340 Attention: Ismael Aguila, RCS Director Telephone: (818) 898-1290 email: iaguila@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.

11. **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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

APPROVED AND ADOPTED this 19th day of January, 2016.

CITY OF SAN FERNANDO

_____
Brian Saeki
City Manager

Santa Rosa Baseball League

_____
Marcos Martinez
President

ATTEST:

_____
Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"

Usage Hours of Operation

Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day	TBD	• Event gathers high volume of participants. • Special Event Application required and due 45 days prior to event.
Closing Ceremony	TBD	• Event gathers high volume of participants. • Special Event Application required and due 45 days prior to event.
Movie Night	TBD	• Special Event Application required and due 45 days prior to event.

EXHIBIT "B"

RENTAL AND USAGE TERMS

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is herby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.

2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.

3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED.**

4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.

5. The League shall have a copy of this agreement available on site at all times.

6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.

7. 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.

8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etcetera). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.

9. 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 forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a $250 credit will be applied to the yearly impact fee invoice.

10. The CITY's Public Works Department will schedule a mandatory maintenance training for the League if time permits. A minimum of 50% of coaching staff and League representatives are required to attend. If League complies with mandatory maintenance training a $250 credit will be applied to the yearly impact invoice.

11. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee

for re-keying of facilities.

12. The League 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.

13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.

14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.

15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.

16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.

17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.

18. 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 CITYS Public Works Department that same day. The following is the contact information for the main office:

    (818) 898-1290
    Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.
    Friday Closed

    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 911.

EXHIBIT "C"

Banner Program Guidelines

- Subject to the terms and conditions set forth in this Agreement, the League 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 Facility (the "banner advertising program"), as more particularly described below.

- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.

- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.

- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League's regular working hours.

- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.

- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.

- In the event any claim or action is brought against the CITY relating to the League's performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.

- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

1.1.1. That involve tobacco or tobacco related products;

1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. 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);

1.1.5. 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);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. 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.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, 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 League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. 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. CITY shall provide League 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.

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.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League'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.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. 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. League 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 League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League 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 CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

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 League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"

Maintenance Schedule

CITY shall ensure that Facility is 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 league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league 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	Yearly (pre season)	
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)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY's Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit "B" #15.

EXHIBIT "E"

Liability Sample

City of San Fernando

Release, Waiver of Liability, Assumption of Risk and Hold Harmless Indemnification Agreement (Please Read Carefully Before Signing)

In consideration my participation with the San Fernando National Little League, "the League", I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the League. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the League, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the League; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

_____ _____

Participant's Signature Date

_____

Participant's Printed Name

FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

_____ _____

Parent/Legal Guardians Signature Date

_____

Parent/Legal Guardians Printed Name

ATTACHMENT "B"
CONTRACT NO. 1811

NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO PIONEER/RECREATION PARK BASEBALL FIELDS AND CONCESSION STAND

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER AND RECREATION PARKS (this "**Agreement**") is made and entered into as of January 19, 2016, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("**City**"), and the SAN FERNANDO NATIONAL LITTLE LEAGUE, a non-profit organization ("**League**"), and with respect to the following:

R E C I T A L S:

WHEREAS, City and League 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 City;

WHEREAS, League is a youth baseball organization located within the City of San Fernando; and

WHEREAS, City owns and operates the Pioneer Park (the "Facility"), located at 828 Harding Avenue and Recreation Park , located at 208 Park Avenue in the City of San Fernando; and

WHEREAS, League desires to use the Facility for recreational purposes, specifically, for practices and games for the League's youth participants; and

WHEREAS, League has requested the use of three baseball fields, south end grass area, indoor space, and one concession stand at the Facility; and

WHEREAS, City is willing to provide access to the requested Facility, 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 meeting of January 19, 2016 as part of the conditions of approval for the League's use of the Facility.

A G R E E M E N T:

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 the League hereby agree as follows:

1. FACILITY.

1.1. Availability for Youth Baseball League Use. Except as otherwise provided herein, the League shall have a non-exclusive license to use the Facility for purpose conducting baseball games and certain specified food concessions in connection with the conduct of such baseball games for a period of time commencing on January 19, 2016 through January 18, 2026.

1.2. The City shall provide the League, on a non-exclusive basis, access to three baseball fields and south end grass area at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. Leagues right of access and use to the Facility shall be non-exclusive and shall at all times be subordinate and subject to City's ownership rights in the Facility and the underlying real property where the Facility is located.

1.3. The City shall provide the League access to one (1) concession stand at the Facility for League sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation (Exhibit "A") while allowing the City to provide public access to nearby green space and programming without overlap. The City desires to protect the health and safety of all persons in attendance during the League's use of the Facility and therefore the League's permitted use of the concession stand shall be subject to the following terms and conditions:

A. The League shall comply with all terms of the Rental and Usage Terms set forth in Exhibit B, attached hereto and incorporated herein by this reference.

B. The League shall provide to City, no later than seven (7) calendar days prior to any event at which food will or may be sold from the concession stand, a copy of all applicable permits issued by the Los Angeles County Department of Public Health (LACDPH) for the sale of foods at the Facility concession stand. The League agrees that all such permits issued by the LACDPH to the League shall remain valid and in good standing at all times during the usage period set forth under Section 1.1, above and Section 1.4, below. Under no circumstances shall League engage in any food sales or food preparation activities that are not expressly authorized under any and all valid and operable permits that have been issued to League by the LACDPH or that do not otherwise comply with the City's Rental and Usage Terms or the San Fernando Municipal Code. In the event of any conflict or inconsistency between the terms of any permit issued by the LACDPH and the terms of the Rental and Usage Terms or the San Fernando Municipal Code, the more restrictive policy in terms of authorized uses or activities shall govern and control. The terms and conditions of the permits issued to the League under subsection 1.3(B) above are hereby incorporated by reference in this Agreement. Failure to adhere to the terms and conditions of said permits shall be a breach of this Agreement

pursuant to section 5.2 below and City reserves the right to terminate this Agreement and the use authorization set forth herein and/or suspend the League's use of the concession stand until the League has demonstrated to City's satisfaction that it will comply with the conditions of section 1.3 of this Agreement. City also reserves the right during the pendency of any proceedings to revoke or suspend any permit issued to the League by the LACDPH, the League shall refrain from selling any foods which would have otherwise been authorized by the suspended or revoked permit. Failure to comply with this subsection D shall be a breach of this Agreement under section 5.2 below and City reserves the right to immediately suspend the League's use of the concession stand to sell certain foods, or use of the concession stand in its entirety, until the League has provided City with a true and correct copy of valid and appropriate permit.

Should City become aware of any allegations of the League selling foods that are not authorized by a valid permit issued by the LACDPH to the League, City shall report said allegation to the LACDPH. City shall provide the League with written notice of the allegation and a copy of the report submitted to the LACDPH.

1.4 The City shall provide the League access to the indoor facilities once per month at the Facility for League sponsored board meetings stated in Usage Hours of Operation (Exhibit "A") without programming overlap. Meetings are subject to availability of dates and times as determined by City in its sole and absolute discretion. All meetings shall be scheduled during regular business hours. Staff time will be charged if meetings are scheduled during non-business hours.

1.5 The League will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in Exhibit "B".

1.6 The League will provide the City with a practice and game schedule as soon as reasonably possible but in no event later than seven (7) days prior to opening day.

1.7 League shall be permitted to hang up league banners and advertisement banners at the Facility for League purposes as set forth in Banner Program Guidelines in Exhibit C, attached hereto and incorporated herein by this reference.

1.8. League shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", attached hereto and incorporated herein by this reference.

1.9. City shall ensure that Facility is properly maintained daily as set forth in the Maintenance Schedule as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

1.10 Right of Entry – If the League would like to perform any modifications and improvements to the Facility, it may request a Right of Entry Permit (ROE). A ROE permit will be required if League desires to make any modifications and/or improvements

to the Facility. A ROE will require a license agreement between the City and League prior to commencement of any modifications and/or improvements to the Facility. To initiate meetings regarding a ROE, please write a request in writing to the City of San Fernando and address the City Manager and copy Ismael Aguila, Recreation and Community Services Operations Manager.

2. LIABILITY & INDEMNIFICATION.

2.1 League agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by the League.

2.2 The League agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of the League, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of each season, the League shall also require all of its players and coaches to submit properly executed individual waivers containing similarly indemnifications listed in 2.1 holding the City and its officials and employees harmless from any liability associated with their use of the Park or any City-owned practice facilities used by League. Refer to Exhibit "E" for liability sample.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

3. INSURANCE.

3.1 Coverage. League shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

A. League shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facility that has a limit of liability, 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 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 City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against City that arises, or might

arise, by reason of any payment under such policy or by reason of any act or omission of City.

B. League 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 League, City may take out the necessary insurance and pay, at League expense, the premium thereon.

3.2 Certificate. League shall supply City with a Certificate of Insurance as a precondition to commencing any activities at the Facility.

3.3 Waiver. League waives any and all rights of recovery against City for loss of, or damage to, League's property or the property of others under League's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. League shall, upon obtaining any policies of insurance affecting the Facility, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. FINANCIAL REPORTING.

4.1 Upon request, the league shall submit to the City the following fiscal documents within 45 days:

i. Annual Form 990 or Form 990-EZ (if gross receipts are over $50,000) or Form 990-N (if gross receipts are less than $50,000) every year as required by the IRS.
ii. Annual organizations budget (prepared by a Certified Public Accountant).
iii. Proof of Employer Identification number (EIN).
iv. Tax except Letters from IRS.
v. California Franchise Tax Board Verification Letter.
vi. Copy of Form 1013.
vii. Organizations by-laws, including mission, rules for board meetings, fiscal responsibilities, and code of ethics.
viii. List of all active board members (proof of activity).

4.2 League can be subject to an independent audit (at the cost of the League) as requested by the City of San Fernando.

4.3 League shall maintain annual membership of the California Association of Non-profits and/or National Association of Non-profits.

5. TERM OF AGREEMENT. The term of this Agreement and the license rights sent forth herein shall commence January 19, 2016 and end January 18, 2016, unless earlier terminated in accordance with this Agreement.

6. TERMINATION OF AGREEMENT.

6.1 TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by providing thirty (30) days prior notice to the other party.

6.2 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 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 6.2(B) and 6.2(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. The League shall cure the following Events of Defaults within the following time periods:

   i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of the League to timely provide 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 Section 6.2(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 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, the League may submit a written request for additional time to cure the Event of Default upon a showing that the League 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 shall be under no obligation to grant additional time for the cure of an Event of Default under

this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

iii. In addition to any other failure on the part of the League to adhere to any term or condition set forth under this Agreement and its Exhibits (or where the League fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an Event of Default on the part of the League shall include, but shall not be limited to the following: (i) the League's refusal or failure to maintain valid LACDPH permits for the sale of its food at the Facility concession stand; (ii) the League'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) the League's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation, including but not limited to the conditions, restrictions or prohibitions set forth in any permit issued to the League by the LACDPH; (iv) the League'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 the League relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by the League within forty-five (45) calendar days of the League'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.

D. CITY, in its sole and absolute discretion, may also immediately suspend the League's access and use of the Facility under this Agreement pending the League 's cure of any Event of Default by giving the League written notice of CITY's intent to suspend the League's access and use of the Facility (hereinafter, a "Suspension Notice"). 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 the League's access to portions of the Facility that the League 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 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 the League, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to the League, the CITY may suspend or terminate the League's access and use of a portion of the Facility that the City has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;

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

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

G. In the event CITY is in breach of this Agreement, the League's sole remedy shall be the suspension or termination of this Agreement.

6.3 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.

7. NONDISCRIMINATION. League 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 Facility. A copy of the League's non-discrimination policy will be provided prior to opening day.

8. FEES AND CHARGES.

8.1 Fees.

A. For each League season, the CITY will charge the League for use of the Facility an impact fee of $15.00 per youth enrolled in the Leagues

program. Impact fees are determined by City Council and are subject to change at their discretion. The League shall submit a roster no later than 45 days from start of season.

B. League shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law. League shall provide the most recent filed Federal and State financial statements.

C. League shall ensure that a minimum of Fifty Percent (50%) of the youth participating in the League are residents of the CITY. Proof of residency must be available upon 45 days of request.

D. The League shall annually disclose the cost of registration for the League participants to the CITY each prior to the beginning of each season.

E. The League agrees to submit to the CITY a map showing the geographical area that comprises its district. CITY shall provide, upon the League's request, a current street map index in order to allow verification of CITY residency.

F. The League will submit a report to the CITY no later than 45 days from start of season containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of CITY residents registered, and the cost of registration.

G. League agrees to compensate the CITY for the use of the Facility provided under this Agreement, and Leagues agrees to accept in full satisfaction for use of such facility.

8.2 Billing. City shall submit to the League an invoice, at the completion of the term of the Agreement, for the use of the Facility provided pursuant to this Agreement. Any invoice dispute for facilities/services provided shall be submitted within ten (10) business days of receipt of the invoice.

8.3 Method of Payment. Impact Fees shall be paid prior to the end of the season for facility use.

9. **APPLICABLE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **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:	San Fernando National Little League 13805 Astoria Street Sylmar, California 91342 Attention: John Espinoza Email: sanfernandonll@yahoo.com
City:	City of San Fernando 117 Mcneil Street San Fernando, California 91340 Attention: Ismael Aguila, RCS Director Telephone: (818) 898-1290 email: iaguila@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.

11. **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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

APPROVED AND ADOPTED this 19th day of January, 2016.

CITY OF SAN FERNANDO

_____
Brian Saeki
City Manager

San Fernando National Little League

_____
John Espinoza
President

ATTEST:

_____
Elena G. Chavez
City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez
City Attorney

--- EXHIBITS FOR BASEBALL LEAGUES FACILITY USE AGREEMENTS ---

EXHIBIT "A"

Usage Hours of Operation

Baseball fields & Concession Stand (Pre-Season) Dates _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Baseball fields & Concession Stand (Regular Season) _____ to _____

Event	Date (s)	Description/Notes
Field #1		
Field #2		
Field #3		
Field #4		
Concession Stand		

Meeting Dates (Indoor Facility)

Event	Date (s)	Description/Notes

Keys Events

Event	Date (s)	Description/Notes
Opening Day	TBD	• Event gathers high volume of participants. • Special Event Application required and due 45 days prior to event.
Closing Ceremony	TBD	• Event gathers high volume of participants. • Special Event Application required and due 45 days prior to event.
Movie Night	TBD	• Special Event Application required and due 45 days prior to event.

EXHIBIT "B"

RENTAL AND USAGE TERMS

1. The League further states that, to the best of his/her knowledge, the CITY property, for use of which application is herby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.

2. Agreement is only good for activities and times stated. Any additional activities and/or hours will require submission of appropriate application.

3. The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in CITY facilities. **NO SMOKING** is allowed on or in CITY facilities. Betting and/or other forms of gambling is **NOT ALLOWED.**

4. Responsible adults (**21 years or older**) must be present **AT ALL TIMES** when a group of minors are using the facilities.

5. The League shall have a copy of this agreement available on site at all times.

6. Arrival of set party **shall not** be earlier than set time on the application. Departure of set party **shall not exceed** set time on application. Set-up/Clean-up time **MUST** be accounted for in the set time of the contract. A penalty charge **will be assessed** if arrival is earlier or if departure is later than set time.

7. 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.

8. There will be **no storage provided**. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etcetera). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.

9. 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 forfeiture of damage/cleaning deposit and may result in a penalty fee if time exceeds contract time. If the League leaves the facilities in same conditions as found a $250 credit will be applied to the yearly impact fee invoice.

10. The CITY's Public Works Department will schedule a mandatory maintenance training for the League if time permits. A minimum of 50% of coaching staff and League representatives are required to attend. If League complies with mandatory maintenance training a $250 credit will be applied to the yearly impact invoice.

11. Keys can only be used during permit hours. All keys shall be returned upon expiration of permits. Failure to return keys shall result in a fee for key replacement and may result in a fee

for re-keying of facilities.

12. The League 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.

13. The League and/or their representatives shall promptly report any deficiencies of facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.

14. The League and/or their representatives shall arrive with sufficient amount of time to inspect facilities and allow for repairs.

15. The League and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field and filling small divots. The CITY shall provide materials and secure means for storage on site. Public Works will host a Maintenance Workshop at Pioneer Park at a later date to be determined. Refer to Exhibit "D" for further details.

16. Use of snack bar requires compliance of all local and state regulations and permits, which includes a Los Angeles County Health Department Public Health Permit that is to be posted at the snack bar at all times during operation.

17. The snack bar is to be used to sell/serve prepackage foods only as required by the California Retail Food Code and the Los Angeles County Department of Public Health/Environmental Health.

18. 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 CITYS Public Works Department that same day. The following is the contact information for the main office:

    (818) 898-1290
    Monday through Thursday 9:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.
    Friday Closed

    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 911.

EXHIBIT "C"

Banner Program Guidelines

- Subject to the terms and conditions set forth in this Agreement, the League 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 Facility (the "banner advertising program"), as more particularly described below.

- Except as otherwise authorized by CITY in writing, the League shall, at its sole cost and expense, furnish all materials and equipment, excluding CITY park equipment, that may be required for Banner Program under to this Agreement.

- This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.

- League shall make all documents, invoices and other records maintained by the League in connection with this Agreement available to CITY for review and audit upon twenty-four (24) advance notice. CITY may conduct such review and audit at any time during League's regular working hours.

- CITY shall provide the League with all pertinent data, documents and other requested information as is reasonably available for the proper performance of League services.

- At completion of the season, the League shall provide the CITY a summary report of revenues generated from Banner Program.

- In the event any claim or action is brought against the CITY relating to the League's performance in connection with this Agreement, the League shall render any reasonable assistance that the CITY may require.

- League shall remove and dispose of all banner advertisements, excluding League banner advertisements, placed in baseball fields or on the Facility within ten (10) calendar days of the effective date of termination.

ADVERTISING GUIDELINES. CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facility are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. League shall not accept and/or display advertisements:

1.1.1. That involve tobacco or tobacco related products;

1.1.2. That involve alcohol or alcohol related products;

1.1.3. That involve unlawful or illegal goods (including drugs), services or activities;

1.1.4. 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);

1.1.5. 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);

1.1.6. That relate to political campaigns or political issues;

1.1.7. That relate to religious issues;

1.1.8. That imply endorsement of any goods, services, or activities by CITY; or

1.1.9. That infringe on any copyright, trade or service mark, title or slogan.

Violation of Advertising. League shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by CITY.

Advertising Guidelines. CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to the League.

ADVERTISING SPACE. League shall be responsible for the installation, removal and off-site disposal of banner advertisements. 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.

Banner Advertisement Placement. League may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	outfield fences
Pioneer Park	1, 2	dugouts, backstops
Pioneer Park	1, 2	bleachers

League, 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 League, unless requested by the CITY. League shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

Banner Advertisement Dimensions. Excluding CITY banner advertisements, all banner advertisements shall meet the following dimension requirements:

Park	Location	Maximum Dimensions
Pioneer Park	Outfield fences	12ft x 3.5ft
	Dugouts	12ft x 3.5ft
	Bleachers	12ft x 3.5ft
	Tennis court	12ft x 3.5ft

City Use of Banner Advertisement Locations. 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. CITY shall provide League 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.

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.

CHANGE OF BANNER ADVERTISEMENT. The change out of banner advertisements is League'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.

BANNER ADVERTISEMENT MAINTENANCE. League shall maintain banner advertisements in a clean condition free from dirt or residue.

DAMAGE TO BANNER ADVERTISEMENTS. 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. League 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 League via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

League 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 CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to League.

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 League accordingly for labor. CITY shall charge League the standard hourly wage for a CITY Maintenance Worker to remove the material. League shall remit payment to CITY within thirty (30) business days of receipt of the CITY's invoice.

If League fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

GRAFFITI. In the event that any banner advertising is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to League and request League's replacement of the advertisement at no cost to the CITY. League shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. League, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.

REMOVAL OF DATED MATERIALS. League shall apply an expiration date to the advertising terms for all banner advertisements with dated content. League shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.

EXHIBIT "D"

Maintenance Schedule

CITY shall ensure that Facility is 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 league representatives.
Inspect concession stands	2x per year (pre, mid season)	To be conducted with city and league 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	Yearly (pre season)	
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)	

League shall ensure that fifty percent (50%) of coaches/league representatives attend one Maintenance Workshop (dates TBD) prior to each season that shall be conducted by the CITY's Public Works Department. The League shall ensure that the Facility is properly maintained daily as set forth in the workshop. This shall also include minor repairs such as dragging of fields and filling of small divots. Refer to Exhibit "B" #15.

EXHIBIT "E"

Liability Sample

City of San Fernando

Release, Waiver of Liability, Assumption of Risk and Hold Harmless Indemnification Agreement (Please Read Carefully Before Signing)

In consideration my participation with the San Fernando National Little League, "the League", I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in the League. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in the League, even though that liability may arise out of the negligence or carelessness on the part of persons or Entities mentioned above. I further understand that accidents and injuries can arise out of the League; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

_____ _____

Participant's Signature Date

_____

Participant's Printed Name

FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

_____ _____

Parent/Legal Guardians Signature Date

_____

Parent/Legal Guardians Printed Name

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: January 19, 2016

Subject: Consideration to Adopt a Resolution Approving an Environmentally Preferable Purchasing and Practices Policy to Allow the City to Access Funding through the CalRecycle Rubberized Pavement Grant Program

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7722 (Attachment "A") approving an Environmentally Preferable Purchasing and Practices Policy to allow the City to access funding through the CalRecycle Rubberized Pavement Grant Program.

BACKGROUND:

The California Department of Resources, Recycling and Recovery (CalRecycle) offers grant opportunities for several programs that promote the reuse and recycling of commonly used products like used oil, hazardous waste, and tires. Staff recently identified an available program that promotes the use of recycled rubberized asphalt concrete for a variety of purposes including roadway rehabilitation projects, playground surfacing, and trail/track surfacing. Subject to the approval of an Environmentally Preferable Purchasing and Practices Policy, the City will be able to apply for grant funds related to this program.

ANALYSIS:

Public Resources Code Section 42872.5 authorizes the California Department of Resources, Recycling and Recovery (CalRecycle) to award grants to local government agencies for public works projects that use rubberized asphalt concrete (RAC). The Cal Recycle RAC grant program allows agencies the ability to apply for multiple projects within a grant cycle and subsequent cycles. The use of RAC will help promote the use of recyclable materials and take a proactive step towards greater environmental responsibility. Grant funds are eligible to be used to offset the incremental costs associated with using RAC as opposed to conventional asphalt concrete.

The City is currently authorized to apply for both competitive and block grant funds through CalRecycle through Fiscal Year 2019-2020. It is anticipated that these grant funds will be beneficial to the City, as several street rehabilitation projects are planned for the spring and summer. Prior to pursuing these grant funds, the City must adopt an Environmentally Preferable Purchasing and Practices Policy (EPPP). The EPPP will incorporate environmental considerations in purchasing practices, helping to promote the use of recycled products when practical and in the best interest of the City.

BUDGET IMPACT:

A maximum grant award of $250,000 is available per applicant under the CalRecycle RAC Program. Matching fund requirements range from 0 to 30% (approximately $75,000) depending on program participation. The City currently has street resurfacing projects budgeted using several transportation funds, including Proposition C , Gas Tax, and Measure R funds.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 7722 to allow staff to apply for available grant funds to upgrade our local roadways.

ATTACHMENT:

A. Resolution No. 7722

ATTACHMENT "A"

RESOLUTION NO. 7722

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, on November 17, 2014, the San Fernando City Council approved Resolution No. 7656 authorizing the preparation and submittal of grant applications related to the administration of CalRecycle grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, the adoption of an Environmentally Preferable Purchasing and Practices Policy prior to the submittal of grant applications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Fernando adopts the Environmentally Preferable Purchasing and Practices Policy (Exhibit "A") that will allow for the submittal of application(s) to CalRecycle for all grants for which the City of San Fernando is eligible; and

PASSED, APPROVED, AND ADOPTED this 19th day of January, 2016.

_____
Joel Fajardo, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of January, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

THE CITY OF SAN FERNANDO

EXHIBIT "A"

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
Compliance with Waste Management Reduction Act / Environmental Preferable Procurement Policy	ORIGINAL DATE	EFFECTIVE
	CURRENT DATE	EFFECTIVE January 19, 2016
CATEGORY	**POLICY NO.**	**SUPERSEDES**

MANAGEMENT POLICY/PROCEDURES

SECTION I. STATEMENT OF POLICY

The City of San Fernando provides that all departments shall, whenever possible, use recyclable products and recycled materials to meet their needs. This policy is enacted to demonstrate compliance with the Waste Management Reduction Act and foster market development for recycled products.

By incorporating environmental considerations in public purchasing, the City of San Fernando can service this commitment by reducing its burden on the local and global environment, removing unnecessary hazards from its operations, protecting public health, reducing costs and liabilities, and potentially improving the environmental quality of the region. This policy is an effective way to direct the city's effort in procuring environmentally preferable products and services.

A. DEFINITIONS:

1. **Environmentally Preferable Products and Services:**
   Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

2. **Environmentally Preferable Purchasing (EPP)**
   Environmentally preferable purchasing, or EPP, means purchasing products and services that cause minimal adverse environmental impacts. It incorporates human health and environmental concerns as part of the search for high quality products and services at competitive prices. As a result, EPP can be expressed as "environment + price + performance = EPP."

3. **Life Cycle Cost**
   Means the amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

4. **Recyclable Product**
   A product which, after its intended end use, can demonstrably be diverted from the City of San Fernando's solid waste stream for use as a raw material in the manufacture of another product.

5. **Recycled Material**
   Waste material and by products that have been recovered or diverted from the solid waste stream and that can be utilized in place of raw or virgin material in the production of a product. Recycled material may consist of material derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural waste, and other items, all of which can be used in the manufacture of new products.

6. **Recycled Product**
   A product that is made in whole or in part out of recycled material(s).

7. **Post-Consumer Recycled Materials**
   A finished material or product that has served its intended use and would normally be disposed of as solid waste. Examples of post consumer recovered materials include, but are not limited to, old newspaper, office paper, yard waste, steel glass, aluminum cans, plastic bottles, oil, asphalt, concrete, and tires.

8. **Practicable**
   Sufficient in performance and available at a reasonable price within a reasonable time period.

9. **Pre-Consumer**
   Materials or by-products generated after manufacturing of a product is completed, but before the product reaches the end-use consumer. Examples of pre-consumer recovered materials include, but are not limited to: obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations.

10. **Virgin Material**
    Any material occurring in its natural form. Virgin Material is used in the form of raw material in the manufacture of new products.

B. GENERAL POLICIES

Integrate environmental factors into the City's buying, including but not limited to:

1. Use of recycled products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled materials.

2. Examine recyclability of products used or purchased. Replace disposables with reusables or recyclables, reuse existing products or materialsand minimize the use of virgin materials in products or service life cycles where practicable. Specifically, wherever possible, eliminate the purchase and/or use of bottled water and Styrofoam products.

3. Support eco-labeling practices by buying products bearing such labels in preference to others, where they are available and provide value for money, taking into account life cycle costs and benefits.

4. Encourage providers of services to consider environmental impacts of service delivery. Evaluate, as appropriate, the environmental performance of vendors in providing products and services.

Consider requiring vendors, contractors, and consultants to use recycled products in fulfilling contractual obligations whenever practicable.

5. Promote the use of recycled products and publicize the city's procurement policy whenever practicable. Raise staff awareness on the environmental issues affecting procurement by providing relevant information and training.

6. Comply in good faith with environmental legislative and regulatory requirements in the procurement of products and services.

7. City of San Fernando Departments may, at their option and with purchasing concurrence, require procurement of designated recycled products or recycled products above the levels required by this policy.

Nothing in this policy shall be construed as requiring a department, agency or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

Additional Procedures and Guidelines may be established as necessary to ensure the continuation of a strong Environmental Preferable Procurement Program.

SECTION II. <u>FINANCE DEPARTMENT RESPONSIBILITIES</u>

A. Develop and maintain information about environmentally preferable products and recycled products containing the maximum practicable amount of recycled materials, to be purchased by departments, agencies, consultants and contractors whenever possible.

B. Inform departments, agencies and contractors of their responsibilities under this policy and provide implementation assistance.

C. Facilitate product testing and trial service to evaluate environmentally responsible alternatives pursuant to established testing guidelines.

D. Where practicable, require the use of recycled materials and recycled products by incorporating them in bid specifications.

E. Disseminate information on recycled and environmentally preferable product procurement requirements, specifications, and performance to assist vendors with procurement opportunities with the City.

F. Establish guidelines governing the review and approval of specifications for the procurement of selected materials based on considerations of recycling, energy and water conservation, life cycle costing and other environmental considerations.

SECTION III. ENVIRONMENTAL COORDINATOR RESPONSIBILITIES

A. Support Purchasing in its implementation of this policy by providing training, information when requested, and assistance in the evaluation of the EPP status of a product or service.

B. Support departments in evaluation and analysis of products and services for EPP criteria.

C. Expand the awareness and use of environmentally preferable products.

SECTION IV. DEPARTMENT RESPONSIBILITIES

A. Evaluate products and services to determine the extent to which the specifications could include an environmentally preferable option.

B. Ensure that contracts issued by the departments include environmentally preferable products and recycled products wherever practicable.

SECTION V. DOCUMENT REVIEW

This policy must be reviewed every three years.

SECTION VI. AUTHORITY

By order of the City Manager.

NAME	TITLE	SIGNATURE
BRIAN SAEKI	CITY MANAGER	

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

Date: January 19, 2016

Subject: Consideration to Adopt a Resolution Amending the Table of Organization for Fiscal Year (FY) 2015-2016 to Include the City Clerk Department

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7721 (Attachment "A") amending the Table of Organization for FY 2015-2016 to include the City Clerk Department.

BACKGROUND:

1. On July 15, 2013, the City Council approved Ordinance No. 1627, which changed the administrative structure of the City from a City Administrator form of government to a City Manager form of government. Per Ordinance No. 1627, it was determined that the non-elected position of City Clerk should be reorganized such that the City Clerk, like the City Manager and the City Attorney, is appointed by the City Council, and also reports to the City Council.

2. On November 16, 2015, the City Council approved an Employment Agreement (Contract No. 1804), as a well as a revised job specification for the position of City Clerk. The approved job specification reiterates that the City Clerk is responsible for the day-to-day operations of the City Clerk's Department.

3. On December 7, 2015, the City Council ratified and re-approved the City Clerk's Employment Agreement clarifying amendments and modifications with respect to certain employee benefits.

4. On December 7, 2015, the City Council approved Resolutions (Resolution Nos. 7716 and 7717) amending the City Salary Schedule and Table of Organization for Fiscal Year 2015 - 2016.

ANALYSIS:

The Table of Organization that was approved on December 7, 2015 listed the positions of the City Clerk and Deputy City Clerk as part of Administration Department, and not as a separate department. The said Table of Organization also listed the Treasurer Division as a separate department, instead of a division under Administration Department.

The attached amendment is intended to correct the afore-mentioned errors, and list the City Clerk and Deputy City Clerk as a separate department, as well as the Treasurer Division as part of Administration Department.

CONCLUSION:

It is recommended that the City Council approve the amended Table of Organization in order to correctly list the positions of City Clerk, Deputy City Clerk, and the Treasurer Division.

BUDGET IMPACT:

There is zero budget impact as a result of this amendment.

ATTACHMENT:

A. Resolution No. 7721

ATTACHMENT "A"

RESOLUTION NO. 7721

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING THE TABLE OF ORGANIZATION FOR THE 2015-2016 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7717, ADOPTED DECEMBER 7, 2015, 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 adopted the Fiscal Year 2015-2016 Budget on June 15, 2015; and

WHEREAS, the Budget adopted for Fiscal Year 2015-2016 has provisions for various positions and classifications;

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

WHEREAS, the City Council adopted new Memorandum of Understanding (MOU) with various employee bargaining units, as well as employment agreements with various employees for Fiscal Year 2015-2016 that impacted the assignment of certain positions and classifications; 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 December 7, 2015, per Resolution No. 7717, 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 December 7, 2015, per Resolution No. 7717, 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 19th day of January, 2016.

_____
Joel Fajardo, Mayor

ATTEST:

_____
Elena G. Chavez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19th day of January, 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chavez, City Clerk

Exhibit "A"

CITY OF SAN FERNANDO
FY 2015-2016 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
ADMINISTRATION			
City Manager	40	1	1
Executive Assistant to the City Manager	40	1	1
Personnel Division			
Personnel Manager	40	1	1
Personnel Technician	40	1	1
Treasurer Division			
Treasurer Assistant	40	1	1
Office Clerk	40	1	1
TOTAL	**240**	**6**	**6**
CITY CLERK			
City Clerk	40	1	1
Deputy City Clerk (P/T)	20	0.5	1
TOTAL	**60**	**1.5**	**2**
COMMUNITY DEVELOPMENT			
Community Development Director	40	1	1
Community Preservation Officer	80	2	2
Building & Safety Supervisor	40	1	1
Associate Planner	40	1	1
Community Development Secretary	40	1	1
Community Preservation Officer (P/T)	30	0.75	2
City Maintenance Helper (P/T) - Grafitti	38	0.95	2
TOTAL	**308**	**7.7**	**10**
FINANCE			
Finance Director	40	1	1
Junior Accountant	40	1	1
Senior Account Clerk II	40	1	1
Senior Account Clerk	80	2	2
Finance Office Specialist	40	1	1
Cashier (P/T)	40	1	2
TOTAL	**280**	**7**	**8**
POLICE			
Police Chief	40	1	1
Police Lieutenant	80	2	2
Police Sergeant	200	5	5
Police Officer	920	23	23
Police Desk Officer	320	8	8

Exhibit "A"

CITY OF SAN FERNANDO
FY 2015-2016 - TABLE OF ORGANIZATION

Police Office Specialist	40	1	1
Police Records/Systems Administrator	40	1	1

Exhibit "A"

CITY OF SAN FERNANDO
FY 2015-2016 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
POLICE (Continued)			
Police Records Specialist	40	1	1
Property Control Officer	40	1	1
Community Service Officer (P/T)	80	4	4
Crossing Guard (P/T)	100	2.5	6
Junior Cadet (P/T)	40	1	2
TOTAL	**1940**	**50.5**	**55**
PUBLIC WORKS			
Deputy City Manager/Public Works Director	40	1	1
Management Analyst	40	1	1
Office Specialist	40	1	1
Public Works Administrative Coordinator	40	1	1
Public Works Office Specialist	40	1	1
Electrical Division			
Electrical Supervisor	40	1	1
Building Maint. Worker/Electrical Helper	40	1	1
Engineering Division			
Civil Engineering Assistant II	80	2	2
Facility Maintenance Division			
Public Works Superintendent	40	1	1
Public Work Field Supervisor II	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	120	3	3
Public Works Maintenance Helper (P/T)	57	1.4	4
Equipment Maintenance Division			
Equipment & Materials Supervisor	40	1	1
Mechanical Helper	40	1	1
Street Services Division			
Public Works Supervisor II	40	1	1
Senior Maintenance Worker	160	4	4
Public Works Maintenance Worker	80	2	2
Public Works Maintenance Worker (P/T)	17	0.4	1

Exhibit "A"

CITY OF SAN FERNANDO
FY 2015-2016 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
PUBLIC WORKS (Continued)			
Water Services Division			
Public Works Superintendent	40	1	1
Public Works Field Supervisor II	40	1	1
Public Works Field Supervisor I	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	80	2	2
Meter Technician	40	1	1
Water Pumping Operator/Backflow Techn.	40	1	1
TOTAL	**1354**	**33.8**	**37**
RECREATION & COMMUNITY SERVICES			
Director of Rec. & Community Services	40	1	1
Office Specialist	80	2	2
Community Services Supervisor	40	1	1
Cultural Arts Supervisor	40	1	1
Recreation Supervisor	40	1	1
Program Specialist	40	1	1
Day Camp/After School Counselor (P/T)	262	7	14
Cashier (P/T)	12	0.3	3
Program Specialist (P/T)	40	1	2
Recreation Leader I, II & III (P/T)	255	6.38	20
Senior Day Camp/Senior After School Counselor (P/T)	101	2.53	7
TOTAL	**950**	**24.21**	**53**
GRAND TOTAL	**5132**	**130.71**	**171**

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MEMORANDUM

To: Mayor Joel Fajardo and Councilmembers

From: Brain Saeki, City Manager
By: Anthony Vairo, Police Chief

Date: January 19, 2016

Subject: Consideration to Approve a Purchase Order with Advanced Electronics Inc. for the Purchase of Two Sets of Mobile Automatic License Plate Reader (ALPR) Camera Systems

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a Purchase Order with Advanced Electronics Inc. for the purchase of two (2) sets of Mobile ALPR camera system, in the amount of $41,697.36, under the Cooperative Purchase Provision of the United States Communities General Services Administration contract #4400001839; and

b. Authorize the City Manager and the Chief of Police to execute the Purchase Order.

BACKGROUND:

1. The U.S Department of Homeland Security, through the Grant Programs Directorate within the Federal Emergency Management Agency, has provided financial assistance to the Los Angeles/Long Beach Urban Area (LA/LBUA) through the Fiscal Year 2014 Urban Areas Security Initiative Grant Program (UASI 14), Catalog of Federal Domestic Assistance 97.067 in the amount of Fifty Six Million Twenty Five Thousand Dollars ($56,025,000 Grant Funds), such Grant Funds having been awarded by Grantor to the City, as a Core City, for the use in the LA/LBUA and such Grant having been accepted by the City of Los Angeles City Council on November 25, 2014.

2. On May 6, 2015, the San Fernando Police Department received the Subrecipient Agreement #C-125603/ UASI 14 Grant (abridged version), between the City of Los Angeles (the Core City) and the City of San Fernando (the Subrecipient), authorizing the San Fernando Police Department to purchase Automatic License Plate Reader's (ALPR) not to exceed $53,000.00.

ANALYSIS:

ALPR, by 3M, provides the graphical user interface and in-car software for feeding processed license plate images to the officer driving a patrol vehicle. In real time, the ALPR compares these images to plates found on federal and local hotlist databases. Designed specifically for law enforcement, this ALPR system automates the hotlist searches and facilitates in-car data queries against a variety of search parameters, providing significant productivity and safety improvements as compared to traditional, manual license plate searches.

Mallory Safety & Supply LLC quoted $43,969.45 without installation (Attachment "A") and Advanced Electronics quoted $41,697.36 with installation (Attachment "B").

The ALPR camera system are being purchased under the Cooperative Purchase Provision of the United States Communities General Services Administration contract by piggybacking on a competitively bid contract #4400001839. Purchasing the ALPR camera system in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the ALPR camera system are being offered by two vendors, Mallory Safety & Supply LLC and Advanced Electronics Inc. at the same terms, conditions and pricing range as described in the contract with the Cooperative Purchase Provision of the United States Communities General Services Administration.

BUDGET IMPACT:

This is a re-imbursement grant process, where the Police Department purchases the items initially and submits for re-imbursement, which is 100 % covered by the grant. Initially, there is impact to the Fiscal Year 2015-2016 Budget, but the Police Department will receive re-imbursement from the grant during the same fiscal year (expense account #10-220-3662-4500 and revenue account #10-3696-3662).

CONCLUSION:

The Police Department has established the history of the UASI grant and purchasing process for the ALPR camera system, which will be installed in patrol vehicles that are necessary for public safety. Staff recommends that the City Council authorize the purchase of two ALPR camera systems.

ATTACHMENTS:

A. Mallory Safety & Supply LLC quote
B. Advanced Electronics Inc. quote

ATTACHMENT "A"

QUOTATION

Mallory Safety & Supply LLC
44380 Osgood Road, Fremont, CA 94539
(408) 727-8530 • Fax: (408) 986-6623

Order Number	
1879205	
Order Date	Page
11/3/2015 09:33:26	1 of 2
Estimated Date:	
11/3/2015 00:00:00	

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Quote Expires On 3/2/2016

Bill To:

CITY OF SAN FERNANDO POLICE DEPT
910 FIRST ST
SAN FERNANDO, CA 91340

Ship To:

CITY OF SAN FERNANDO POLICE DEPT
910 FIRST ST
SAN FERNANDO, CA 91340

Requested By: ANTHONY VAIRO

Customer ID: 93003 **Carrier:** **Freight:** CUSTOMER DOES NOT PAY FREIGHT

PO Number	*Ship Route*	*Taker*
3M ALPR QUOTE		DSANCHEZ

Order Line	*Quantities* Ordered	Shipped	Remaining	UOM Unit Size	Disp.	*Item ID* *Item Description*	*Pricing UOM* Unit Size	*Unit Price*	*Extended Price*
						Delivery Instructions: US COMMUNITIES #4400001839 THIS PRICING IS FOR THE CITY OF SAN FERNANDO AND IS NOT ELIGIBLE FOR OTHER PUBLIC OR NON PROFIT AGENCIES PLEASE NOTE: INSTALLATION IS NOT INCLUDED ON THIS QUOTE			
1	2.0000			EA 1.0		3MCOM-75030218186 MOUNTING ASSY FOR 4 CAMERAS ON CODE 3 LIGHTBAR LESS THAN 18IN	EA 1.0	750.00	1,500.00
2	4.0000			EA 1.0		3MCOM-75030237004 LABOR RATE FOR HARDWARE REPAIRS FOR 35101.0 ITEMS NOT COVERED BY WARRANTY OR MAINT	EA	142.86	571.44
3	2.0000			EA 1.0		3MCOM-75030236824 MAINT PKG MOB PORT 4 CAM PER CAR BO 1 YR	EA 1.0	1,562.50	3,125.00
4	2.0000			EA 1.0		3MCOM-75030220265 MOBILE ALPR SYSTEM WITH 4 P634 CAMERAS 1 PROCESSOR IN CAR SOFTWARE LPCS GPS AND CABLES	EA 1.0	15,803.57	31,607.14
5	1.0000			EA 1.0		3MCOM-75030236931 TRAVEL FEE - ZONE TWO BILLING	EA 1.0	595.24	595.24
6	2.0000			EA 1.0		3MCOM-75030236949 MOB PORT INSTALLATION SVC PER CAR BO 3M PROFESSIONAL INSTALLATION OF A MOBILE PORTABLE ALPR SYSTEM PER VEHICLE	EA 1.0	1,428.57	2,857.14

Mallory Safety & Supply LLC
44380 Osgood Road, Fremont, CA 94539
(408) 727-8530 • Fax: (408) 988-6623

QUOTATION

Order Number	
1879205	
Order Date	Page
11/3/2015 09:33:26	2 of 2

Divisions of Mallory include
California Safety and
Brenton Safety Soutions

Quote Expires On 3/2/2016

Total Lines: 6

SUB-TOTAL:	40,255.96
TAX:	3,713.49
AMOUNT DUE:	**43,969.45**

Dispositions: C = Cancelled B = Backordered P = Production Item

U.S. Dollars

ATTACHMENT "B"

QUOTE

683000010

Page 1

MOTOROLA SOLUTIONS

Radio Solutions Channel Partner

Advanced Electronics Inc

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
77-564 Country Club Dr., Suite 119, Palm Desert, CA 92211 * 760-772-4265
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

ORDER DATE: 12/28/2015 www.advancedelectronics.com **CUSTOMER NO.:** 1278100

BILL TO:
CITY OF SAN FERNANDO
POLICE DEPARTMENT
910 FIRST STREET
SAN FERNANDO, CA 91340

SHIP TO:
CITY OF SAN FERNANDO
POLICE DEPARTMENT
910 FIRST STREET
SAN FERNANDO, CA 91340

CONTACT: TONY VARIO
PHONE: 818-898-1267
EMAIL: avairo@ci-san-fernando.ca.us

CONTACT: TONY VARIO
PHONE: 818-898-1267
EMAIL: avairo@ci-san-fernando.ca.us

ORDER NO	PO NUMBER	SHIP VIA	TERMS	SALESPERSON
683000010			NET 30 DAYS	VICKIE DUBOIS

LINE	DESCRIPTION			Unit Price	Extended
100	75-0302-2026-5	MOBILE ALPR 4 CAM, 1 PROCESSOR,SOFTWARE GPS AND CABLES	2	15,802.00	31,604.00
200	75-0302-1822-8	MOUNTING ASSEMBLY FOR WHELEN JUSTICE-LIBERTY BAR	2	750.00	1,500.00
300	75-0302-3682-4	MAINT PJG-MOB/PORT 4CAM BO 1YR	2	1,562.00	3,124.00
700	75-0302-3692-3	TRAVEL FEE	2	595.00	1,190.00
900	75-0302-3694-9	MOB-PORT INSTALLATION SVC PER CAR	2	650.00	1,300.00

Quote valid for 30 day from the quote date above.

EQUIPMENT WILL BE INVOICED UPON RECEIPT BY ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.

NET ORDER:	$38,718.00
SALES TAX :	$2,979.36
TOTAL:	$41,697.36

Authorized Signature

Authorized Printed Name Date:

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: January 19, 2016

Subject: Consideration to Approve On-Call Services Agreements for Street Striping Maintenance

RECOMMENDATION:

It is recommended that the City Council:

a. Approve professional services agreements with Superior Pavement Markings (Attachment "A" – Contract No. 1812), J & S Striping (Attachment "B" – Contract No. 1813), and PCI Striping and Sealcoat (Attachment "C" – Contract No. 1814) for on-call street striping in an amount not-to-exceed annual budget appropriations for these maintenance services;

b. Authorize the City Manager to execute the agreements.

BACKGROUND:

The Public Works Department is responsible for the maintenance of all City facilities and infrastructure. Annual street striping maintenance programs are critical to in order to ensure the safety of vehicles, pedestrian, bicyclists, and other roadway users. These regular maintenance services vary in scope and frequency, depending on the age and condition of the location.

It is anticipated that several street locations will require striping maintenance and repairs. Based on this need, informal proposals were solicited for street striping maintenance to help augment staff levels and ensure that City infrastructure is well-kept and aesthetically pleasing. The attached maintenance agreements will address these locations and allow repairs to commence immediately, within budget constraints. All funding related to these maintenance services will be derived from transportation funding (Gas Tax, Measure R, Proposition C, etc.) currently included in the Fiscal Year 2015-2016 budget.

ANALYSIS:

The Public Works Department utilizes contract services for several maintenance functions, including street patching/repair, tree trimming, and street sweeping, among others. These firms help to augment staff resources on an as-needed basis depending on demand. Approval of on-call maintenance services agreements for such services helps to eliminate unnecessary down time, ensures that projects are started and completed promptly, and guarantees set unit costs for the duration of the agreement.

The proposed on-call services agreements will include street striping maintenance services, including repainting centerlines, crosswalks, curb marking, and parking lot striping. The proposed term of the agreement is for three (3) years, and will provide for two additional one-year extension terms. The not-to-exceed budget is limited to annual budget appropriations available for these services.

Staff contacted several street striping maintenance contractors in the region. Three (3) proposals were received, including one from Superior Pavement Markings, J&S Striping, and PCI Striping and Sealcoat. Each of these firms has satisfactory experience in providing street striping maintenance services for other local public agencies. These firms will be used to respond promptly to resident requests for street striping road maintenance needs. Staff will work with these contractors to schedule maintenance improvements based on the competitive bids received from each contractor.

BUDGET IMPACT:

Funding is included in the Fiscal Year 2015-2016 budget for street striping maintenance repairs utilizing special revenue transportation funds (including gas tax, Measure R, and Proposition C monies). There is no impact to the general fund for these on-call services.

CONCLUSION:

It is recommended that the Council authorize the City Manager to execute on-call services agreements to expedite the maintenance of City street striping and markings.

ATTACHMENTS:

A. Contract No. 1812
B. Contract No. 1813
C. Contract No. 1814

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1812

PROFESSIONAL SERVICES AGREEMENT

Superior Pavement Markings

On-Call Services for Street Striping Maintenance

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Superior Pavement Markings., a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street striping maintenance requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Robert Garcia to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
Superior Pavement Markings	City of San Fernando
5312 CYPRESS ST	Public Works
CYPRESS, CA 90630	117 N. Macneil Street
Attn: Robert Garcia	San Fernando, CA 91340
Phone: (714) 995-9100 Ext. 103	Phone: (818) 898-1222
Fax: (714) 995-9400	Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

Superior Pavement Markings

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road striping and markings, which may include such items as:

- Install paint striping and marking
- Install thermoplastic striping
- Sandblasting existing striping

City of San Fernando

On-Call Street Striping Maintenance

EXHIBIT "B"

Superior Pavement Markings Inc

(714) 995-9100

Item No.	Description	Unit	Unit Price
1	Four (4) Inches Broken Lane Line	LF	$0.05
2	Four (4) Inches Solid Lane Line	LF	$0.07
3	Four (4) Inches Double Solid Line With Black	LF	$0.14
4	Eight (8) Inches Solid White Line	LF	$0.12
5	Six (6) Inches Solid White Line	LF	$0.09
6	Twelve (12) Inches Solid White Line	LF	$0.80
7	Large Turn Arrow	EA	$17.00
8	Eight (8) Inches Letter Legend	EA	$8.50
9	Parking Tees	EA	$8.00
10	Four (4) to Twelve (12) Inches Letter/Number	EA	$4.65
11	Curb Painting	LF	$0.90
12	Four (4) Inches Parking Stall With Layout	EA	$7.15
13	Four (4) Inches Parking Stall Without Layout	EA	$5.21
14	Four (4) Inches Parking Solid Lines	LF	$0.32
15	Six (6) Inches Parking Solid Lines	LF	$0.56
16	Paint Blackout	SF	$2.10
17	Shared Road Bicycle Marking	EA	$32.00
18	Disabled/Handicapped Symbol Marking	EA	$41.23
19	Miscellaneous Sandblasting	SF	$3.20
20	Miscellaneous Grinding	EA	$2.55
21	Remove/Replace Raised Pavement Markers	EA	$5.66
22	Thermoplastic Four (4) Inch Parking Stalls	EA	$16.35
23	Thermoplastic Four (4) Inch Parking Tees	EA	$20.11
24	Thermoplastic Four (4) Inch Lane Lines	LF	$0.62
25	Thermoplastic Four (4) Inch Double Yellow Lines	LF	$1.33
26	Thermoplastic Eight (8) Inch Solid Lines	LF	$1.33
27	Thermoplastic Eight (8) Inch Letter/Number	EA	$42.22
28	Thermoplastic Eight (8) Inch Arrows	EA	$64.25
29	Thermoplastic Twelve (12) Inch Solid Lines	LF	$1.96
30	Mobilization Painting Lines	EA	$1,200.00
31	Mobilization Painting Stencils	EA	$950.00
32	Mobilization Painting Parking Lots	EA	$700.00
33	Mobilization Thermoplastic	EA	$1,200.00
34	Mobilization Sandblasting/Sweeping	EA	$1,200.00
35	Curb Trimming	LF	NA

Layout	Lf	0.18
2-Way Left Turn	Lf	0.11
4" Intersection Skip	Lf	0.20

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1813

PROFESSIONAL SERVICES AGREEMENT

J&S Striping

On-Call Services for Street Striping Maintenance

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and J&S Striping., a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street striping maintenance requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Jeremy Lee to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

J&S Striping
1544 S. Vineyard Ave.
Ontario, CA 91761
Attn: Jeremy Lee
Phone: (909) 947-8073
Fax: (909) 947-9489

CITY:

City of San Fernando
Public Works
117 N. Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

J&S Striping

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road striping and markings, which may include such items as:

- Install paint striping and marking
- Install thermoplastic striping
- Sandblasting existing striping

EXHIBIT "B"

City of San Fernando

On-Call Street Striping Maintenance

J and S Striping

Item No.	Description	Unit	Unit Price
1	Four (4) Inches Broken Lane Line	LF	0.09
2	Four (4) Inches Solid Lane Line	LF	0.098
3	Four (4) Inches Double Solid Line With Black	LF	0.165
4	Eight (8) Inches Solid White Line	LF	0.12
5	Six (6) Inches Solid White Line	LF	0.11
6	Twelve (12) Inches Solid White Line	LF	1.00
7	Large Turn Arrow	EA	18.05
8	Eight (8) Inches Letter Legend	EA	8.04
9	Parking Tees	EA	5.00
10	Four (4) to Twelve (12) Inches Letter/Number	EA	1.25
11	Curb Painting	LF	1.32
12	Four (4) Inches Parking Stall With Layout	EA	6.15
13	Four (4) Inches Parking Stall Without Layout	EA	4.14
14	Four (4) Inches Parking Solid Lines	LF	0.35
15	Six (6) Inches Parking Solid Lines	LF	0.40
16	Paint Blackout	SF	0.175
17	Shared Road Bicycle Marking	EA	22.82
18	Disabled/Handicapped Symbol Marking	EA	32.60
19	Miscellaneous Sandblasting	SF	3.75
20	Miscellaneous Grinding	EA	2.50
21	Remove/Replace Raised Pavement Markers	EA	3.956
22	Thermoplastic Four (4) Inch Parking Stalls	EA	26.08
23	Thermoplastic Four (4) Inch Parking Tees	EA	26.08
24	Thermoplastic Four (4) Inch Lane Lines	LF	0.598
25	Thermoplastic Four (4) Inch Double Yellow Lines	LF	1.456
26	Thermoplastic Eight (8) Inch Solid Lines	LF	1.064
27	Thermoplastic Eight (8) Inch Letter/Number	EA	35.35
28	Thermoplastic Eight (8) Inch Arrows	EA	47.30
29	Thermoplastic Twelve (12) Inch Solid Lines	LF	2.72
30	Mobilization Painting Lines	EA	950.00
31	Mobilization Painting Stencils	EA	950.00
32	Mobilization Painting Parking Lots	EA	950.00
33	Mobilization Thermoplastic	EA	1250.00
34	Mobilization Sandblasting/Sweeping	EA	2371.00
35	Curb Trimming	LF	1.50

THE CITY OF SAN FERNANDO

ATTACHMENT "C"
CONTRACT NO. 1814

PROFESSIONAL SERVICES AGREEMENT

PCI Striping and Sealcoat

On-Call Services for Street Striping Maintenance

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and PCI Striping and Sealcoat., a partnership (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street striping maintenance requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Garrett Jacob to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

PCI Striping and Sealcoat
975 W 1St St
Azusa, CA 91702
Attn: Garrett Jacob
Office (562) 218-0504 EX 16
Cell (562) 480-3343
Fax (562) 218-0634

CITY:

City of San Fernando
Public Works
117 N. Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222
Fax: (818) 361-6728

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

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

PCI Striping and Sealcoat

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road striping and markings, which may include such items as:

- Install paint striping and marking
- Install thermoplastic striping
- Sandblasting existing striping

EXHIBIT "B"

City of San Fernando
On-Call Street Striping Maintenance
PCI Striping and Sealcoat

Item No.	Description	Unit	Unit Price
1	Four (4) Inches Broken Lane Line	LF	$0.15
2	Four (4) Inches Solid Lane Line	LF	$0.20
3	Four (4) Inches Double Solid Line With Black	LF	$0.35
4	Eight (8) Inches Solid White Line	LF	$0.30
5	Six (6) Inches Solid White Line	LF	$0.25
6	Twelve (12) Inches Solid White Line	LF	$1.50
7	Large Turn Arrow	EA	$25.00
8	Eight (8) ~~Inches~~ Foot Letter Legend	EA	$15.00
9	Parking Tees	EA	$25.00
10	Four (4) to Twelve (12) Inches Letter/Number	EA	$5.00
11	Curb Painting	LF	$0.85
12	Four (4) Inches Parking Stall With Layout	EA	$25.00
13	Four (4) Inches Parking Stall Without Layout	EA	$20.00
14	Four (4) Inches Parking Solid Lines	LF	$0.70
15	Six (6) Inches Parking Solid Lines	LF	$0.90
16	Paint Blackout	SF	$0.60
17	Shared Road Bicycle Marking	EA	$175.00
18	Disabled/Handicapped Symbol Marking	EA	$200.00
19	Miscellaneous Sandblasting	SF	$4.00
20	Miscellaneous Grinding	EA	$3.00
21	Remove/Replace Raised Pavement Markers	EA	$5.00
22	Thermoplastic Four (4) Inch Parking Stalls	EA	$40.00
23	Thermoplastic Four (4) Inch Parking Tees	EA	$50.00
24	Thermoplastic Four (4) Inch Lane Lines	LF	$0.60
25	Thermoplastic Four (4) Inch Double Yellow Lines	LF	$0.95
26	Thermoplastic Eight (8) Inch Solid Lines	LF	$1.20
27	Thermoplastic Eight (8) ~~Inch~~ Foot Letter/Number	EA	$40.00
28	Thermoplastic Eight (8) ~~Inch~~ Foot Arrows	EA	$90.00
29	Thermoplastic Twelve (12) Inch Solid Lines	LF	$3.00
30	Mobilization Painting Lines	EA	$900.00
31	Mobilization Painting Stencils	EA	$600.00
32	Mobilization Painting Parking Lots	EA	$600.00
33	Mobilization Thermoplastic	EA	$1,250.00
34	Mobilization Sandblasting/Sweeping	EA	$1,600.00
35	Curb Trimming	LF	n/a

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: January 19, 2016

Subject: Consideration to Approve On-Call Maintenance Services Agreements for Utility Street Patching and Pothole Repairs

RECOMMENDATION:

It is recommended that the City Council:

a. Approve professional services agreements with W.S. Pave, Inc. (Attachment "A" – Contract No. 1815), Trujillo Grading & Paving Co. Inc. (Attachment "B" – Contract No. 1816), and G.M, Sager Construction Inc. (Attachment "C" – Contract No. 1817) for on-call street utility patching and pothole repairs in amounts not-to-exceed annual budget appropriations for these maintenance services; and

b. Authorize the City Manager to execute agreements.

BACKGROUND:

The Public Works Department is responsible for the maintenance of all City facilities and infrastructure. Annual utility street patching and repair programs are critical in order to ensure the proper upkeep and maintenance of City roads, sidewalks, parks, and facilities. These regular maintenance services vary in scope and frequency, depending on the age and condition of the location.

It is anticipated that several street locations will require maintenance and repairs of utility cuts and deteriorated roadway segments. Based on this need, staff solicited informal proposals for street maintenance contractors to help augment staff levels and ensure that City infrastructure is well-kept and aesthetically pleasing. The attached maintenance agreements will address these locations and allow repairs to commence immediately, within budget constraints. All funding related to these maintenance services will be derived from transportation funding (Gas Tax, Measure R, Proposition C, etc.) currently included in the Fiscal Year 2015-2016 budget.

ANALYSIS:

The Public Works Department utilizes contract services for several maintenance functions, including street patching/repair, tree trimming, and street sweeping, among others. These firms help to augment staff resources on an as-needed basis depending on demand. Approval of on-call maintenance services agreements for such services helps to eliminate unnecessary down time, ensures that projects are started and completed promptly, and guarantees set unit costs for the duration of the agreement.

The proposed on-call services agreements will include street patching and infrastructure maintenance services for various locations, including pothole repair and utility trench repairs. The proposed term of the agreements is for three (3) years, and will provide for two additional one-year extension terms. The not-to-exceed budget is limited to annual budget appropriations available for these services.

Staff contacted several road maintenance contractors that have previously completed projects for the City. Three (3) proposals were received, including one from W.S. Pave, Inc., Trujillo Grading & Paving Co. Inc., and G.M. Sager Construction Inc. Each of these firms has experience completing miscellaneous road patching and utility repair maintenance services for public agencies. These firms will be used to respond promptly to resident requests for road maintenance repairs. Staff will work with these contractors to schedule maintenance improvements based on the competitive bids received from each contractor.

BUDGET IMPACT:

Funding is included in the Fiscal Year 2015-2016 budget for street striping maintenance repairs utilizing special revenue transportation funds (including gas tax, Measure R, and Proposition C monies). There is no impact to the general fund for these on-call services.

CONCLUSION:

It is recommended that the Council authorize the City Manager to execute on-call services agreements to expedite the repair of City roads and infrastructure.

ATTACHMENTS:

A. Contract No.1815
B. Contract No. 1816
C. Contract No. 1817

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1815

PROFESSIONAL SERVICES AGREEMENT

W.S. Pave, Inc.

On-Call Maintenance Services for Street Patching and Pothole Repairs

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and W.S. Pave, Inc., a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street patching and pothole repair requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Marty Elliot, Owner, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
W.S. Pave, Inc.	City of San Fernando
PO Box 357	Public Works
Monrovia, CA 91017	117 N. Macneil Street
Attn: Marty Elliot, Owner	San Fernando, CA 91340
Phone: (626) 303-5013	Phone: (818) 898-1222
Fax: (877)773-3174	Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

W.S. Pave, Inc.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road repair and utility trench repairs, which may include such items as:

- Grind/Cold Mill Existing Asphalt Concrete
- Sawcut Existing Asphalt Concrete
- Install New Asphalt Concrete
- Install Leveling Course
- Install Base Course
- Install Portland Concrete Cement

City of San Fernando
On-Call Utility Street Repairs
WS Pave

EXHIBIT "B"

Item No.	Repair Thickness	Location Size	Unit Price (AC Pavement)	Unit Price (PCC Pavement)
		Asphalt Concrete Repair		
1	Five (5) Inches Base and Cap	Less than 100 Sq. Feet	8.9	
2	Five (5) Inches Base and Cap	101-250 Sq. Feet	8.7	
3	Five (5) Inches Base and Cap	251-500 Sq. Feet	8.5	
4	Five (5) Inches Base and Cap	501-750 Sq. Feet	8.2	
5	Five (5) Inches Base and Cap	751-1,000 Sq. Feet	7.8	
6	Five (5) Inches Base and Cap	1,001-1,500 Sq. Feet	7.7	
7	Five (5) Inches Base and Cap	1,501-2,000 Sq. Feet	7.6	
8	Five (5) Inches Base and Cap	2,001-3,500 Sq. Feet	7.5	
9	Five (5) Inches Base and Cap	3,501-5,000 Sq. Feet	7.3	
10	Five (5) Inches Base and Cap	5,001-7,500 Sq. Feet	7.1	
11	Five (5) Inches Base and Cap	7,501-10,000 Sq. Feet	7	
12	Five (5) Inches Base and Cap	Greater than 10,000 Square Feet	call for quote	
13	One (1) to One and a Half (1.5) Inches Cap	Less than 100 Sq. Feet	4.6	
14	One (1) to One and a Half (1.5) Inches Cap	101-300 Sq. Feet	3.8	
15	One (1) to One and a Half (1.5) Inches Cap	301-500 Sq. Feet	3.6	
16	One (1) to One and a Half (1.5) Inches Cap	501-1,000 Sq. Feet	3.4	
17	One (1) to One and a Half (1.5) Inches Cap	1,001 -1,500 Sq. Feet	3.3	
18	One (1) to One and a Half (1.5) Inches Cap	1,501-2,250 Sq. Feet	3.1	
19	One (1) to One and a Half (1.5) Inches Cap	2,251-3,000 Sq. Feet	2.8	
20	One (1) to One and a Half (1.5) Inches Cap	3,001-4,000 Sq. Feet	2.6	
21	One (1) to One and a Half (1.5) Inches Cap	4,001-5,000 Sq. Feet	2.5	
22	One (1) to One and a Half (1.5) Inches Cap	5,001-7,500 Sq. Feet	2.3	
23	One (1) to One and a Half (1.5) Inches Cap	7,501-10,000 Sq. Feet	2.2	
24	One (1) to One and a Half (1.5) Inches Cap	10,001-15,000 Sq. Feet	2.1	
25	One (1) to One and a Half (1.5) Inches Cap	15,001-20,000 Sq. Feet	2	
26	One (1) to One and a Half (1.5) Inches Cap	Greater than 20,000 Square Feet	call for quote	
		Portland Cement Concrete		
27	Four (4) Inches	Less than 100 Sq. Feet		16
28	Four (4) Inches	101-250 Sq. Feet		13
29	Four (4) Inches	251-500 Sq. Feet		12
30	Four (4) Inches	501-750 Sq. Feet		11
31	Four (4) Inches	751-1,000 Sq. Feet		call for quote
32	Four (4) Inches	1,001-1,500 Sq. Feet		call for quote
33	Four (4) Inches	1,501-2,000 Sq. Feet		call for quote
34	Four (4) Inches	2,001-3,500 Sq. Feet		call for quote
35	Four (4) Inches	3,501-5,000 Sq. Feet		call for quote
36	Four (4) Inches	5,001-7,500 Sq. Feet		call for quote
37	Four (4) Inches	7,501-10,000 Sq. Feet		call for quote
38	Four (4) Inches	Greater than 10,000 Square Feet		call for quote

Minimum Charges	Per Repair Location
Aspahlt Concrete	590
Portland Cement Concrete	750

Additional Charges	Unit Price Per One (1) Inch Thickness
Aspahlt Concrete	1
Portland Cement Concrete	1.6
Aggregate Base	1.2

Miscellaneous Charges	Per Square Foot
Grinding	3.00 per sq.ft / $1,500.00 min chg
Sawcutting	1.75 per ln.ft. / $150.00 min chg

*Additional Costs for Arterial Roads will be negotiated on a case-by-case basis, if necessary.

NOTE: **We reserve the right to adust prices annually to reflect any changes in material or labor costs beyond our control**

NOTE: **These prices are not for prevailing wage projects. If prevailing wages are required, please call for an accurate quote**

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1816

PROFESSIONAL SERVICES AGREEMENT

Trujillo Grading & Paving Co. Inc.

On-Call Maintenance Services for Street Patching and Pothole Repairs

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Trujillo Grading & Paving Co. Inc., a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street patching and pothole repair requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Mike Trujillo, President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
Trujillo Grading & Paving Co. Inc.	City of San Fernando
PO Box 330609	Public Works
Pacoima, CA 913333-0609	117 N. Macneil Street
Attn: Mike Trujillo, President	San Fernando, CA 91340
Phone: (818) 896-8383	Phone: (818) 898-1222
Fax: (818) 920-9215	Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

Trujillo Grading & Paving Co. Inc.

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road repair and utility trench repairs, which may include such items as:

- Grind/Cold Mill Existing Asphalt Concrete
- Sawcut Existing Asphalt Concrete
- Install New Asphalt Concrete
- Install Leveling Course
- Install Base Course
- Install Portland Concrete Cement

EXHIBIT "B"

City of San Fernando
On-Call Utility Street Repairs
Trujillo Grading Paving Co. Inc.

Item No.	Repair Thickness	Location Size	Unit Price (AC Pavement)	Unit Price (PCC Pavement)
		Asphalt Concrete Repair		
1	Five (5) Inches Base and Cap	Less than 100 Sq. Feet	$4.00	
2	Five (5) Inches Base and Cap	101-250 Sq. Feet	$3.75	
3	Five (5) Inches Base and Cap	251-500 Sq. Feet	$3.50	
4	Five (5) Inches Base and Cap	501-750 Sq. Feet	$3.50	
5	Five (5) Inches Base and Cap	751-1,000 Sq. Feet	$3.25	
6	Five (5) Inches Base and Cap	1,001-1,500 Sq. Feet	$3.25	
7	Five (5) Inches Base and Cap	1,501-2,000 Sq. Feet	$4.00	
8	Five (5) Inches Base and Cap	2,001-3,500 Sq. Feet	$4.50	
9	Five (5) Inches Base and Cap	3,501-5,000 Sq. Feet	$5.00	
10	Five (5) Inches Base and Cap	5,001-7,500 Sq. Feet	$5.00	
11	Five (5) Inches Base and Cap	7,501-10,000 Sq. Feet	$5.80	
12	Five (5) Inches Base and Cap	Greater than 10,000 Square Feet	$5.50	
13	One (1) to One and a Half (1.5) Inches Cap	Less than 100 Sq. Feet	$3.00	
14	One (1) to One and a Half (1.5) Inches Cap	101-300 Sq. Feet	$3.00	
15	One (1) to One and a Half (1.5) Inches Cap	301-500 Sq. Feet	$3.50	
16	One (1) to One and a Half (1.5) Inches Cap	501-1,000 Sq. Feet	$3.50	
17	One (1) to One and a Half (1.5) Inches Cap	1,001 -1,500 Sq. Feet	$3.10	
18	One (1) to One and a Half (1.5) Inches Cap	1,501-2,250 Sq. Feet	$3.10	
19	One (1) to One and a Half (1.5) Inches Cap	2,251-3,000 Sq. Feet	$2.85	
20	One (1) to One and a Half (1.5) Inches Cap	3,001-4,000 Sq. Feet	$2.85	
21	One (1) to One and a Half (1.5) Inches Cap	4,001-5,000 Sq. Feet	$2.85	
22	One (1) to One and a Half (1.5) Inches Cap	5,001-7,500 Sq. Feet	$2.80	
23	One (1) to One and a Half (1.5) Inches Cap	7,501-10,000 Sq. Feet	$2.50	
24	One (1) to One and a Half (1.5) Inches Cap	10,001-15,000 Sq. Feet	$2.25	
25	One (1) to One and a Half (1.5) Inches Cap	15,001-20,000 Sq. Feet	$2.25	
26	One (1) to One and a Half (1.5) Inches Cap	Greater than 20,000 Square Feet	$2.00	
		Portland Cement Concrete		
27	Four (4) Inches	Less than 100 Sq. Feet		
28	Four (4) Inches	101-250 Sq. Feet		
29	Four (4) Inches	251-500 Sq. Feet		
30	Four (4) Inches	501-750 Sq. Feet		
31	Four (4) Inches	751-1,000 Sq. Feet		
32	Four (4) Inches	1,001-1,500 Sq. Feet		
33	Four (4) Inches	1,501-2,000 Sq. Feet		
34	Four (4) Inches	2,001-3,500 Sq. Feet		
35	Four (4) Inches	3,501-5,000 Sq. Feet		
36	Four (4) Inches	5,001-7,500 Sq. Feet		
37	Four (4) Inches	7,501-10,000 Sq. Feet		
38	Four (4) Inches	Greater than 10,000 Square Feet		

Minimum Charges	**Per Repair Location**
Aspahlt Concrete	$650.00
Portland Cement Concrete	

Additional Charges	**Unit Price Per One (1) Inch Thickness**
Aspahlt Concrete	
Portland Cement Concrete	
Aggregate Base	

Miscellaneous Charges	**Per Square Foot**
Grinding	
Sawcutting	

*Additional Costs for Arterial Roads will be negotiated on a case-by-case basis, if necessary.

G.M. Sager Construction Inc.

On-Call Maintenance Services for Street Patching and Pothole Repairs

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and G.M. Sager Construction Inc., a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from January 19th, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. At the request of City staff, CONSULTANT shall submit a proposal for services to be performed and complete all of the services and tasks for that project or program, at the rates of compensation set forth within Exhibit "B". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses,.

B. CONSULTANT understands and agrees that the City does not guarantee or have an obligation to approve ANY proposal for street patching and pothole repair requested by City during Initial Term of Agreement or the duration of any approved contract extensions.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director (hereinafter, the "CITY Representatives") to act as

its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Michael Sager, Vice President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or

violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

G.M. Sager Construction Inc.
1380 S. East End Ave.
Pomona, CA 91766
Attn: Michael Sager, Vice President
Phone: (951) 532-3240

CITY:

City of San Fernando
Public Works
117 N. Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222
Fax: (818) 361-6728

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight

(48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____

Brian Saeki, City Manager

G.M. Sager Construction Inc.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

EXHIBIT "A"

Scope of Services

The scope of work shall include general road repair and utility trench repairs, which may include such items as:

- Grind/Cold Mill Existing Asphalt Concrete
- Sawcut Existing Asphalt Concrete
- Install New Asphalt Concrete
- Install Leveling Course
- Install Base Course
- Install Portland Concrete Cement

EXHIBIT "B"

City of San Fernando
On-Call Utility Street Repairs
G.M. Sager Construction Inc.

Item No.	Repair Thickness	Location Size	Unit Price per SF	Lump Sum Price
		Asphalt Concrete Repair- (Includes sawcutting, removal and replacement)		
	Five (5) Inches Base and Cap	Up to 50 Sq. Feet (Minimum Lump sum)		$750.00
2	Five (5) Inches Base and Cap	51- 100 Sq. Feet	$750 plus $9.00/sf over 50 square feet	
3	Five (5) Inches Base and Cap	101-250 Sq. Feet	$1200 plus $7.00/sf over 100 square feet	
4	Five (5) Inches Base and Cap	251-500 Sq. Feet	$2250 plus $7.00/sf over 250 square feet	
5	Five (5) Inches Base and Cap	501-750 Sq. Feet	$4000 plus $6.50/sf over 500 square feet	
6	Five (5) Inches Base and Cap	751-1,000 Sq. Feet	$5625 plus $6.50/sf over 750 square feet	
7	Five (5) Inches Base and Cap	1,001-1,500 Sq. Feet	$7250 plus $6.50/sf over 1000 square feet	
8	Five (5) Inches Base and Cap	1,501-2,000 Sq. Feet	$10500 plus $6.00/sf over 1500 square feet	
9	Five (5) Inches Base and Cap	2,001-3,500 Sq. Feet	$13500 plus $5.50/sf over 2000 square feet	
10	Five (5) Inches Base and Cap	3,501-5,000 Sq. Feet	$21750 plus $5.50/sf over 3500 square feet	
11	Five (5) Inches Base and Cap	5,001-7,500 Sq. Feet	$30000 plus $5.00/sf over 5000 square feet	
12	Five (5) Inches Base and Cap	7,501-10,000 Sq. Feet	$42500 plus $4.50/sf over 7500 square feet	
13	Five (5) Inches Base and Cap	Greater than 10,000 Square Feet	$53750 plus $4.25/sf over 10000 square feet	
		Asphalt Concrete Repair- (Includes installation of SS1H tack coat and 1.5" ashalt inlay cap)		
14	One (1) to One and a Half (1.5) Inches Cap	Up to 50 Sq. Feet (Minimum Lump Sum)		$400.00
15	One (1) to One and a Half (1.5) Inches Cap	51-100 Sq. Feet	$400 plus $4.00/sf over 50 square feet	
16	One (1) to One and a Half (1.5) Inches Cap	101-300 Sq. Feet	$600 plus $4.00/sf over 100 square feet	
17	One (1) to One and a Half (1.5) Inches Cap	301-500 Sq. Feet	$1400 plus $4.00/sf over 250 square feet	
18	One (1) to One and a Half (1.5) Inches Cap	501-1,000 Sq. Feet	$2200 plus $3.00/sf over 500 square feet	
19	One (1) to One and a Half (1.5) Inches Cap	1,001 -1,500 Sq. Feet	$3700 plus $3.00/sf over 750 square feet	
20	One (1) to One and a Half (1.5) Inches Cap	1,501-2,250 Sq. Feet	$5200 plus $2.50/sf over 1000 square feet	
21	One (1) to One and a Half (1.5) Inches Cap	2,251-3,000 Sq. Feet	$7075 plus $2.00/sf over 1500 square feet	
22	One (1) to One and a Half (1.5) Inches Cap	3,001-4,000 Sq. Feet	$8575 plus $2.00/sf over 2000 square feet	
23	One (1) to One and a Half (1.5) Inches Cap	4,001-5,000 Sq. Feet	$10575 plus $2.00/sf over 3500 square feet	
24	One (1) to One and a Half (1.5) Inches Cap	5,001-7,500 Sq. Feet	$13575 plus $2.00/sf over 5000 square feet	
25	One (1) to One and a Half (1.5) Inches Cap	7,501-10,000 Sq. Feet	$18575 plus $2.00/sf over 7500 square feet	
26	One (1) to One and a Half (1.5) Inches Cap	10,001-15,000 Sq. Feet	$23575 plus $1.50/sf over 10000 square feet	
27	One (1) to One and a Half (1.5) Inches Cap	15,001-20,000 Sq. Feet	$31075 plus $1.50/sf over 15000 square feet	
28	One (1) to One and a Half (1.5) Inches Cap	Greater than 20,000 Square Feet	$38575 plus $1.30/sf over 20000 square feet	
		Portland Cement Concrete-(Includes Sawcutting, removal and replacement)		
29	Four (4) Inches	Up to 50 Sq. Feet (Minimum Lump sum)		$850.00
30	Four (4) Inches	51-100 Sq. Feet	$850 plus $10.00/sf over 50 square feet	
31	Four (4) Inches	101-250 Sq. Feet	$1350 plus $8.00/sf over 100 square feet	
32	Four (4) Inches	251-500 Sq. Feet	$2550 plus $7.50/sf over 250 square feet	
33	Four (4) Inches	501-750 Sq. Feet	$4425 plus $7.50/sf over 500 square feet	
34	Four (4) Inches	751-1,000 Sq. Feet	$6300 plus $7.00/sf over 750 square feet	
35	Four (4) Inches	1,001-1,500 Sq. Feet	$8050 plus $7.00/sf over 1000 square feet	
36	Four (4) Inches	1,501-2,000 Sq. Feet	$11550 plus $6.00/sf over 1500 square feet	
37	Four (4) Inches	2,001-3,500 Sq. Feet	$14550 plus $5.50/sf over 2000 square feet	
38	Four (4) Inches	3,501-5,000 Sq. Feet	$22800 plus $5.50/sf over 3500 square feet	
39	Four (4) Inches	5,001-7,500 Sq. Feet	$31050 plus $5.00/sf over 5000 square feet	

40	Four (4) Inches	7,501-10,000 Sq. Feet	$43550 plus $4.50/sf over 7500 square feet
41	Four (4) Inches	Greater than 10,000 Square Feet	$54800 plus $4.25/sf over 10000 square feet

Additional Charges		Unit Price Per One (1) Inch Thickness
	Asphalt Concrete	$0.60
	Portland Cement Concrete	$0.70
	Aggregate Base (Minimum lump sum) plus	$275 plus $0.40 per sq-ft-in

		Minimum charge	Unit Price per SF
	Grinding	$350.00	Plus $0.75
		Minimum charge	Unit Price per LF
	Sawcutting	$150.00	Plus $0.25
	Bust street section	$250.00	Plus $0.30
	Busy street intersection	$325.00	Plus $0.35

Miscellaneous Charges

Note: Asphalt Base and Cap to be done on same day. Otherwise, inlay cap charge will be billed additionally per schedule.

*Additional Costs for Arterial Roads will be negotiated on a case-by-case basis, if necessary.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: January 19, 2016

Subject: Consideration to Approve an Amendment to the On-Call Maintenance Services Agreement for Wastewater Flow Monitoring Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve an amendment to the existing agreement with ADS Environmental Services (ADS) for on-call wastewater flow monitoring services, in an amount not-to-exceed $75,000 using sewer enterprise funds (Attachment "A" – Contract No. 1818); and

b. Authorize the City Manager to execute the contract.

BACKGROUND:

The Public Works Department is responsible for the maintenance of all City facilities and infrastructure. Ongoing maintenance is a critical function that helps to ensure the proper operation of the City's wastewater system. In Fall 2015, the City completed system closed captioned television inspection and jetting of the majority of the wastewater system (a portion of the City's system was completed in 2014). Additionally, Public Works staff members have been authorized to work additional overtime hours to continue ongoing jetting and system maintenance in order to ensure that the system is free of tree roots or blockages caused by fats, oils and greases.

In order to continue with this proactive approach to wastewater system maintenance, it is prudent to conduct wet weather flow monitoring for various segments of the wastewater system. With current projections for a wet weather this winter due to El Niño, wet weather flow monitoring will help to better identify water infiltration (due to cracked pipes or manholes) and possible pipe capacity issues. Additionally, staff has identified up to eight (8) locations where the City of Los Angeles may convey wastewater into the City's system. By conducting flow monitoring, the City will be able to better analyze existing flow data and determine the best long-range plans for the wastewater system. Using the City's existing flow

monitoring contract with ADS, staff has worked to develop an amendment that would authorize additional flow monitoring services.

ANALYSIS:

The Public Works Department utilizes contract services for several maintenance functions, including street patching/repair, tree trimming, and street sweeping, among others. These firms help to augment staff resources on an as-needed basis depending on demand. Approval of on-call maintenance services agreements for such services helps to eliminate unnecessary down time, ensures that projects are started and completed promptly, and guarantees set unit costs for the duration of the agreement.

The proposed on-call services agreement will include wastewater flow monitoring services, including the installation of flow monitoring equipment in key locations, ongoing flow monitoring site assessment, ongoing equipment maintenance, data retrieval, and data reporting. The proposed on-call services agreement will be in addition to current flow monitoring performed by ADS Environmental Services that tracks wastewater flows into the County Sanitation trunk line near the southeast corner of the City. The proposed term of the agreement is for three (3) years, and will provide for two (2) additional one-year extension terms. The not-to-exceed budget is limited to annual budget appropriations available for these services. Due to ADS Environmental Services expertise, responsiveness, and familiarity with the City's sewer system, it is in the City's best interest to waive formal bidding requirements and extend the contract with ADS for an additional three (3) years.

The Public Works Department utilizes flow measurement data to determine existing pipe capacities in key locations in the City (Attachment "B"). These locations were used as part of the City's Sanitary Sewer Management Plan completed in 2014; however wet weather monitoring was not completed. Additionally, up to eight (8) locations have been identified along the City's boundary where the City of Los Angeles may convey wastewater into the City's system. These locations (Attachment "C") have not been previously studied. It is anticipated that flow monitoring would occur over a two (2) month period, during February and March 2016. Once the information is compiled, this information will help to determine if system improvements are needed.

In addition, as planned, staff will initiate a new pilot program to install sewer overflow sensors in several key areas of the City. Sensors (Attachment "D") are installed on manhole lids at locations where blockages are common and provide an intelligent alarm notification before a sewer overflow occurs. This system then sends an alert via phone or electronic notification to a key staff contact. The system helps to prevent overflows before they occur, providing advanced notification approximately thirty (30) minutes prior to an incident. The system is entirely managed by ADS Environmental, including hardware, software, ongoing maintenance,

and reporting for $99 per month. There is a two (2) year commitment for this pilot program. Based on the system functions, it is expected that it will allow staff to respond to potential problems faster and help prevent overflows before they occur.

BUDGET IMPACT:

Funding is included in the Fiscal Year 2015-2016 budget for sewer maintenance services utilizing sewer enterprise funds. There is no impact to the general fund for these on-call services.

CONCLUSION:

It is recommended that the Council authorize the City Manager to execute the on-call services agreement to conduct wastewater flow monitoring services.

ATTACHMENTS:

A. Draft Contract No. 1818
B. Key Monitoring Locations
C. City Boundary Monitoring Locations
D. Overflow Sensor Equipment

ADS ENVIRONMENTAL SERVICES

Wastewater Flow Monitoring Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and ADS Environmental Services, a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years, and will provide for two (2) additional one-year extension terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in Exhibit "B" (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of seventy-five thousand dollars ($75,000) (hereinafter, the "Not-

DRAFT

to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, 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.

[EDITOR'S NOTE: THIS SECTION MAY VARY DEPENDING ON THE PAYMENT TERMS PROPOSED. IF THE TERM IS MORE THAN A YEAR IN LENGTH, THE CITY MAY CONSIDER ESTABLISHING AN ANNUAL NOT-TO-EXCEED SUM WHICH RESETS WITH THE ANNIVERSARY OF THE CONTRACT OR WITH THE BEGINNING OF EACH CITY FISCAL YEAR]

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, 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 CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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,

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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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and Deputy City Manager/Public Works Director hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Joseph J. Goustin, Treasurer, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code

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Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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

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written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual

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orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal

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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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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,

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represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

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

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

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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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

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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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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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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 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.

G. 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.

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

ADS ENVIRONMENTAL SERVICES
4820 Mercury Street, Suite C
San Diego, CA 92111
Attn: Joseph J. Goustin, Treasurer
Phone: (619) 843-6931
Fax: (858) 277-9858

CITY:

City of San Fernando
Public Works
117 N. Macneil Street
San Fernando, CA 91340
Attn: Deputy City Manager/Public Works Director
Phone: (818) 898-1222
Fax: (818) 361-6728

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

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

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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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

DRAFT

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

CITY OF SAN FERNANDO

By: _____

Brian Saeki, City Manager

ADS ENVIRONMENTAL SERVICES

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

DRAFT

Scope of Services

The scope of work shall include general road repair and utility trench repairs, which may include such items as:

- Installation and Maintenance of Flow Monitoring Equipment
- Installation of Overflow Sensor Equipment
- Compilation of Report Data
- Preparation of Reporting Documents and Analysis

EXHIBIT "B"

City of San Fernando On-Call Proposed Pricing

The estimated fee to complete the Project Scope of Work is as Follows:

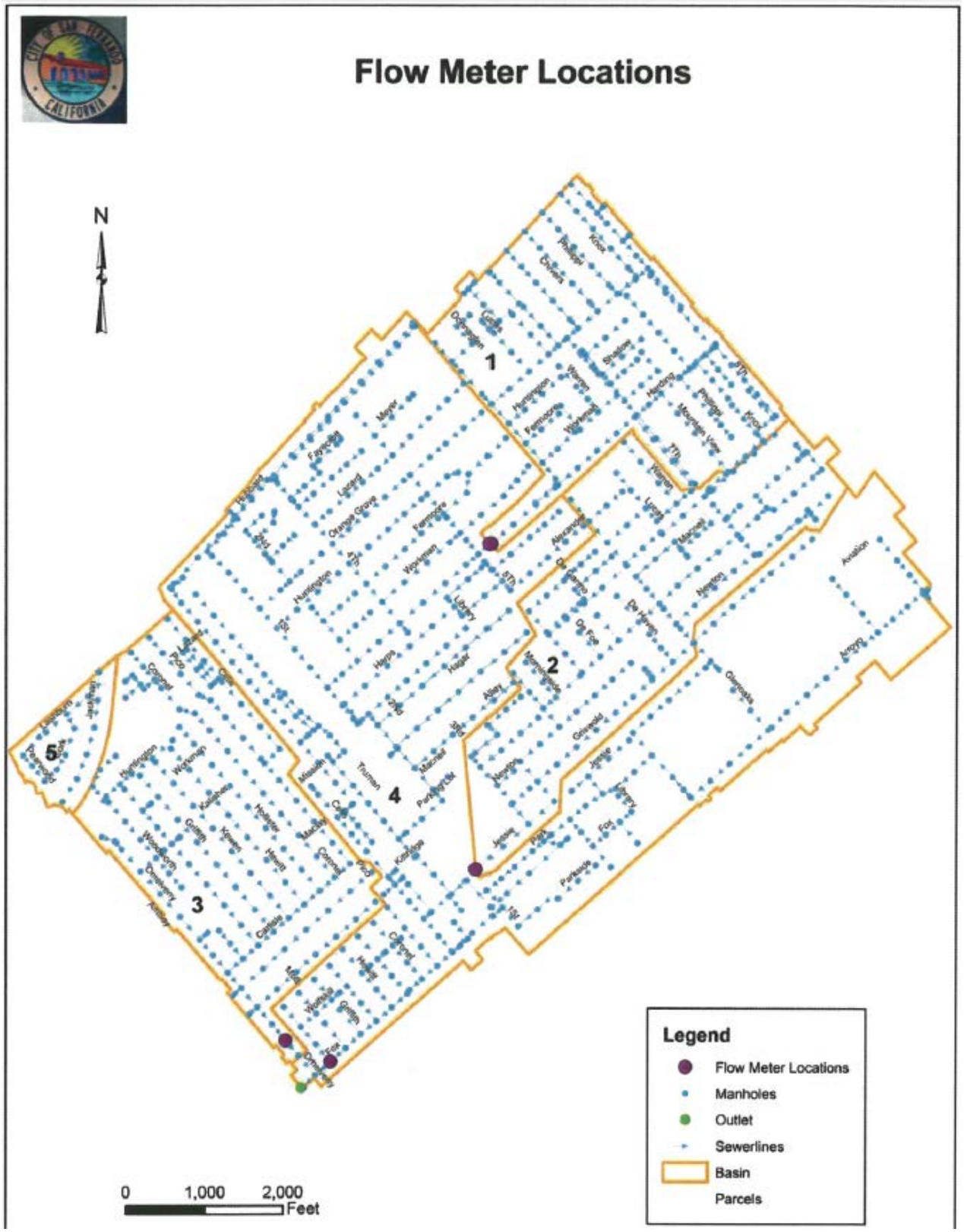
Phase	Description: Flow Monitor Study	Cost
I. Mobilization	Mobilization of crews and equipment.	
II. Flow Monitoring	Field investigation, permitting (fees not included), data collection, monitor maintenance for ten (10) flow monitors for sixty (60) Days.	
III. Rainfall Monitoring	Field investigation, permitting (fees not included), data collection, monitor maintenance for one (1) rainfall monitor for sixty (60) Days.	
IV. Data Analysis and Report	Data analysis, data finalization and preparation of an electronic final report	
Total Project Cost as Described Above for 2016 Wet Weather Season		**$48,500.00**
RDI/I Analysis and Basic Report		**$4,500.00**
Add or Deduct One (1) Flow Monitor to Base Project, +- 3 Monitors		**$3,900.00 Each**
Weekly Extensions Per/Flow Monitor		**$525.00 Each**
ADS D-Site Overflow Monitor (requires 2 year commitment) 1 D-Site for 2 Years		**$2,376.00 Each**

Position	Hourly Rate
Senior Region Engineer/Project Manager	$ 285.00
Field Manager	$ 106.00
2-Person CSE Crew with Vehicle	$ 275.00
Data Analyst	$ 76.00
Senior Data Analyst	$ 133.00

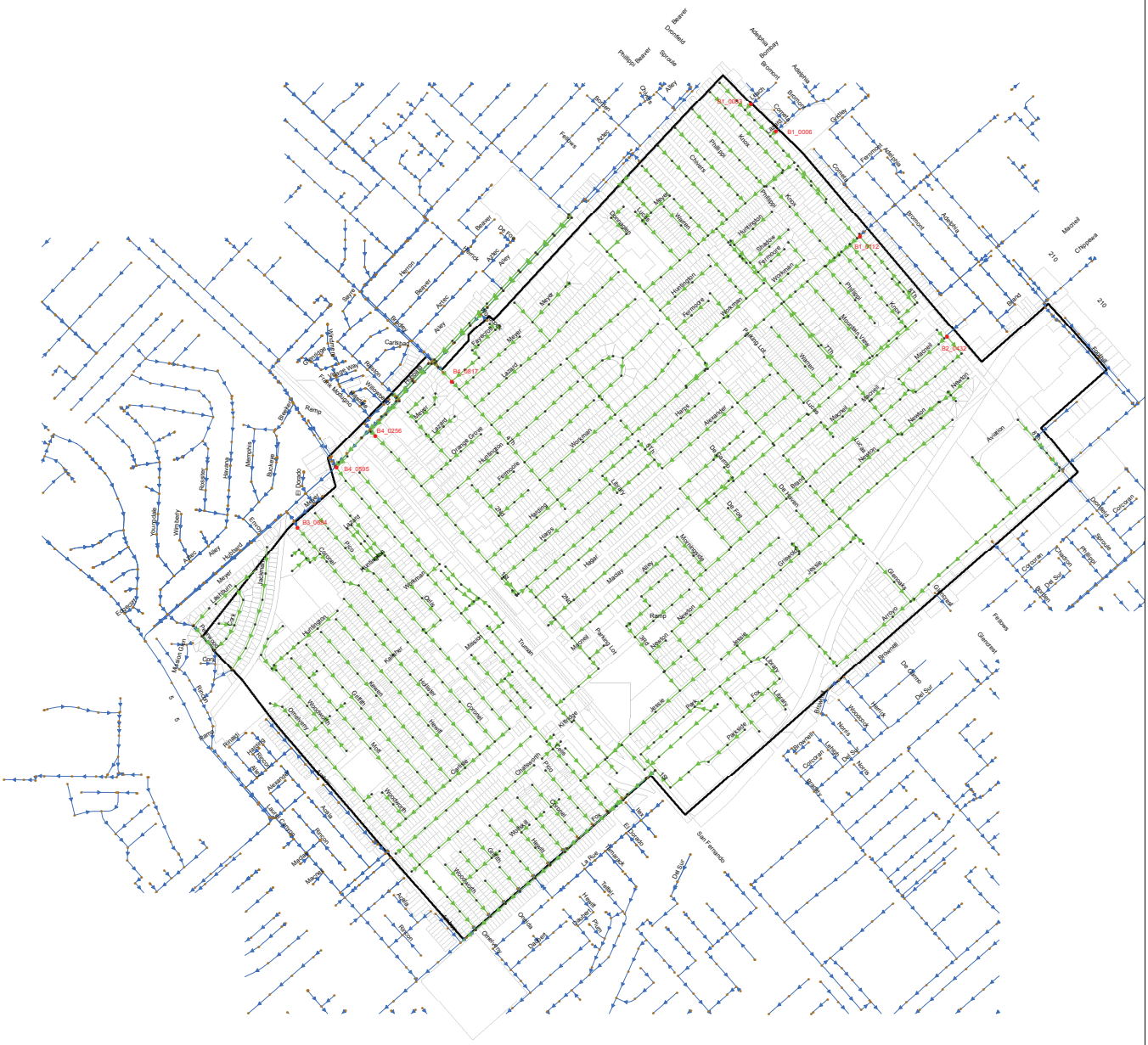
*Pricing Assumptions: Mobilization of 20% of contract value is due within thirty days of contract effective date. Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements; Light traffic and standard traffic control requirements assumed (traffic cones); No night work assumed; Payment terms net 30 days.

City of San Fernando, CA Responsibilities:
Will perform the following functions in connection with this Project:

1) Access to the site of work with sufficient area for placement of personnel and equipment. This includes, but is not limited to exposing manholes and clearing easements.
2) Provide flow basin information via GIS shapefiles.
3) If sewer line is dirty and fill of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
4) Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
5) Provide traffic control for flow meter installations, monitoring maintenance and removals. Since the City will be providing traffic control, ADS assumes no permits will be required.


Flow Meter Locations
N
1
2
3
4
5
Legend
Flow Meter Locations
Manholes
Outlet
Sewerlines
Basin
Parcels
0
1,000
2,000
Feet

ATTACHMENT "C"



N

0 1,000 2,000 4,000 Feet

Legend

- SF_Inflow_Monitoring_MHs
- City Manhole
- LA_Structure
- City Sewer Line
- LA_Pipe
- City Boundary

ATTACHMENT "D"

D·SiTE™

STOP OVERFLOWING SEWERS

Stop worrying about budgets and monitoring equipment. Start responding to problems faster and smarter. Intelligent alarms warn you before an overflow occurs so you can respond quickly. Reliable data empowers you to analyze your collection system performance and plan for the future wisely. All of this for a low monthly fee...

- Hardware
- Software
- Online Data Delivery
- Installation
- Configuration
- Maintenance

Easy Access Data for You		
✔	Configure multiple level alarms	
✔	Schedule monitor check-in to confirm system health	
✔	View alarms via powerful web-based software	
✔	Receive email or text notifications	
✔	Schedule data delivery to FlowView Operations web-based software or FTP	
✔	Enjoy all FlowView Operations features [1]	
	✔	Access via web-enabled devices; including mobile platforms
	✔	Valuable map and graph visualizations
	✔	Wide variety of reports; scheduled or on-demand
	✔	Collect data on-demand or schedule
	✔	Web-based platform provides secure data management
	✔	Supports standard web-browser; no costly IT investment needed
	✔	Credential based access to data and features
Worry-free Services provided by ADS		
✔	2-year contract term [2]	
✔	Install and configure equipment [3]	
✔	Setup FlowView Operations including user access profiles & alarm triggers	
✔	3G wireless service [4]	
✔	Field labor for maintenance	
✔	All maintenance materials including replacement batteries	
✔	Repair or replace down hardware	
Reliable Hardware provided by ADS [5]		
✔	Depth sensor range up to 20 feet	
✔	3G modem and antenna [4]	
✔	Data logging configurable to 1min	
✔	Dual data rates allow for faster logging once trigger depth is reached	
✔	Battery powered for remote applications	
✔	Corrosion proof materials ensures long life	
✔	Intrinsically Safe - meets regulatory requirements	
✔	Installation materials included	

$99 Month

Introductory Offer

www.adsenv.com/d-site

1 - Learn more about FlowView Operations at www.adsenv.com/flowviewoperations.

2 - Contact ADS to discuss term options.

3 - Mobilization included *within ADS service areas.* Call your representative to learn more.

4 - AT&T standard. Verizon services is available for an additional fee.

5 - ADS retains ownership of all hardware, eliminating the need for any capital expenditure.

ADS ENVIRONMENTAL SERVICES®

A Brand of ADS LLC

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Specifications subject to change without notice.

DS-DSITE-10-02-15

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10

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager
Nick Kimball, Finance Director

Date: January 19, 2016

Subject: Consideration to Approve an Amendment the Professional Services Agreement with Willdan Financial Services to include a Development Impact Fee Study

RECOMMENDATION:

It is recommended that the City Council:

a. Approve an amendment to Professional Services Agreement (Attachment "A" – Contract No. 1801) with Willdan Financial Services (WFS) to include a Development Impact Fee study; and

b. Authorize the City Attorney to finalize the agreement and the City Manager to execute the agreement.

BACKGROUND:

1. The fiscal year 2015-16 Adopted Budget included an appropriation of $50,000 to conduct a comprehensive user fee study and cost allocation plan to ensure proper cost recovery and better position the City for long-term financial stability.

2. After an open and competitive Request for Proposal process, City Council awarded a Professional Services Agreement to Willdan Financial Services for an initial amount not to exceed $39,000.

3. Over the past few months, staff has been considering the possibility of implementing Development Impact Fees to ensure that new development projects pay their fair share of capital costs associated with the growth resulting from that particular development. Consequently, staff solicited a proposal from Willdan Financial Services to prepare a Development Impact Fee study to complement the User Fee study they were already preparing for the City.

ANALYSIS:

Development impact fees are used by many public agencies in order to ensure that new development pays capital costs that are associated with growth. As new development creates increases in service demands, impact fees help to fund related improvements to offset these demands. Impact fees must comply with the requirements of the Mitigation Fee Act ("Act") contained in the California Government Code Sections 66000 et seq. In accordance with the Act, a report must be prepared to make certain findings that set the basis for any impact fees.

Over the past several decades, funding for public infrastructure has become increasingly limited. As such, many public agencies have had to adopt policies to ensure that growth pays its own way, shifting the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. Development impact fees help to achieve this effort, providing an appropriate funding source for facilities that benefit all development throughout a jurisdiction. Given the City's limited funding resources for infrastructure improvements, the creation of a development impact fee will enable the City to expand its public infrastructure (i.e. traffic, sewer, water, parks, police, etc.) as new development leads to increases in service demands.

The creation of development impact fees must comply with the requirements of the Mitigation Fee Act ("Act"), which are contained in the California Government Code Sections 66000 et seq. As such, a report must be prepared to provide the basis for the creation of impact fees. Such report will review existing comprehensive planning and infrastructure documents (including the General Plan, Specific Plans, Sewer Master Plan, and other related plans) and determine new development's "fair share" towards infrastructure needs. All funds collected through impact fees must be spent on new infrastructure or the expansion of existing infrastructure to serve new development.

<u>How Development Impact Fees Work</u>
The City collects development fees for all construction requiring a building permit. These fees can include items such as plan checking, inspection, and plan processing, among others. Development impact fees are typically one-time in nature, and are charged in addition to traditional development fees. All development impact fees may be used to offset the impact of new development on public infrastructure. Impact fees are collected by the City at the same time other development fees are paid by a developer. Impact fees are typically calculated based on several criteria, including, but not limited to:

- Building type, including residential development (single family or multi-family) and nonresidential development (retail, office, industrial);
- Building square footage and occupant density;
- Growth forecasts (State, Regional and Local projections)

Staff recommends developing an impact fee study for seven (7) different categories, including traffic, sewer, water, parks, police, drainage, and general government. Following the study, the City Council would consider this information and determine the appropriate fees to establish for each category. As proposed, the report will cost approximately $6,000 per category, for an aggregate amount of $42,000. It is estimated that the impact fee study and report will take approximately five (5) months (through late-Spring) to prepare. It should be noted that all costs related the completion of this study and report may be recovered through future development impact fees.

In accordance with Section 2-810. "Interagency purchase agreements" of the City Code, there is an exception to formal bidding procedures, allowing the City to piggyback on a contract awarded by another governmental agency provided the contract was competitively bid using methods similar to those required by the City and the services are being offered at a cost at or below the competitively bid cost. The City of Garden Grove, California awarded a contract to Willdan Financial Services in December 2015 after an open and competitive Request for Proposal process for a cost of approximately $9,500 per fee category. Since San Fernando is requesting preparation of seven development fees, there is economies of scale related to the work required of the consultant. Consequently, the cost proposal is for approximately $6,000 per fee category. Therefore, the City may piggyback on the formally bid contract between the City of Garden Grove, California and Willdan Financial Services.

BUDGET IMPACT:

The total estimated cost for this study is $42,000. Funding is included in the City's approved Fiscal Year 2016 budget for this study as follows:

- General Government and Park Facilities - $12,000
  Funded through cost savings related to the City's annual fee study.

- Police Facilities - $6,000
  Funded through monies in the Police Department budget.

- Water Facilities - $6,000
  Funded through enterprise fund monies in the Public Works Department budget.

- Sewer Facilities - $6,000
  Funded through enterprise fund monies in the Public Works Department budget.

- Traffic Facilities - $6,000
  Funded through the City Manager's appropriated reserve funds.

- Drainage Facilities - $6,000
  Funded through the City Manager's appropriated reserve funds.

CONCLUSION:

It is recommended that the City Council authorize the City Manager to amend the existing professional services agreement with Willdan Financial Services (Contract No. 1801) to include preparation of a development impact fee study and report to serve as the basis for establishing development impact fees.

ATTACHMENTS:

A. Professional Services Agreement No. 1801
B. Development Impact Fee Proposal from Willdan Financial Services
C. Garden Grove, California contract with Willdan Financial Services

ATTACHMENT "A"

CONTRACT NO. 1801

2015

PROFESSIONAL SERVICES AGREEMENT

(Comprehensive User Fee Study and Cost Allocation Plan)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 5th day of October 2015 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Willdan Financial Services (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY requires the development of a Comprehensive User Fee Study and Cost Allocation Plan to ensure proper service fees are in place to ensure maximum or appropriate cost recovery ; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of October 5, 2015; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled: Proposal for Comprehensive User Fee Study and Cost Allocation Plan dated as of September 2, 2015 which included a "Fee Proposal" and is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Compensation Schedule"). CONSULTANT further agrees to furnish to CITY 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 Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

A. This Agreement shall have a term of Five (5) Years following City Council approval commencing on (October 5, 2015 to June 30, 2020) (hereinafter, the "Initial 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.

1.3 <u>COMPENSATION AND COMPENSATION CONTROLS:</u>

A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rate of compensation set forth in that certain compensation schedule submitted under the heading "Comprehensive User Fee Study and Cost Allocation Plan: Fee Proposal" (hereinafter, the "Compensation Schedule"). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Compensation Schedule as being reimbursable pass-through costs, except that any such costs which are anticipated to be in excess of $500.00 shall require the prior written approval of the Finance Director or designee before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable

under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

B. Subsection (A) of this Section notwithstanding, in no event may CONSULTANT's total compensation for the performance and completion of the Work exceed the aggregate sum of Fifty Three Thousand, Nine Hundred Eighty Dollars ($53,980) during the entire Initial Term of the Agreement ("Contract Price").

C. In so far as CONSULTANT seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the Contract Price.

1.4 PAYMENT OF COMPENSATION:

A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.

B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.

C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

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

1.7 ABANDONMENT BY 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 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.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Finance Director (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representative or his designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Chris Fisher, Vice President – Group Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her 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. Notice to the Consultant's Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all work skillfully, competently and to the standards applicable to the CONSULTANT's profession;

B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;

C. 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.*);

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

E. 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 assigned to them by CONSULTANT; and

F. 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 required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by 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 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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall 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 others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

2.10. NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for

employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.

3.2 REQUIRED COVERAGES AND LICENSES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

A. Business License: CONSULTANT shall procure and maintain a City of San Fernando Business License throughout the Initial Term of Agreement and the duration of any contract extensions.

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

C. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001

covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

D. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

E. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000) annual aggregate and shall include contractual liability.

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

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

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

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

3.7 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 the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article.

3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.

3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV.
INDEMNIFICATION

4.1 The Parties agree that City, 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, 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 the City as set forth herein.

4.2 To the fullest extent permitted by law, the 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 negligence or other wrongful conduct in Consultant's performance of this Agreement 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, sole active negligence or willful misconduct of the City.

4.3 [RESERVED]

4.4 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.

4.5 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 engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 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 engineer, 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.

4.7 The City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the 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.

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

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. 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 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this

Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, 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 on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall 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 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Willdan Financial Services
Attn: Chris Fisher
Vice President – Group Manager
27368 Via Industria, Ste. 200
Temecula, CA 92590
Tel: (951) 587-3500
Fax: (951) 587-3510

CITY:
City of San Fernando
Attn: Nick Kimball
Finance Director
117 Macneil Street
San Fernando, CA 91340
Tel: (818) 898-7307
Fax: (818) 365-8090

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

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

6.5 SUBCONTRACTING: CONSULTANT shall 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, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

6.7 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 right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

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

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

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party that is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:
City of San Fernando

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONSULTANT:

By: _____

Print: Chris Fisher

Title: Vice President – Group Manager

ATTACHMENT "B"

WILLDAN
Celebrating 50 years of service

January 11, 2016

Chris Marcarello
Deputy City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: Proposal to Prepare a Development Impact Fee Update for the City of San Fernando

Dear Mr. Marcarello:

Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of San Fernando ("City") to prepare a Development Impact Fee Update. We believe that we are uniquely equipped to conduct this study for the following reasons:

Unmatched experience defending and implementing fee programs. Willdan is fortunate to be in a position to provide tremendous benefit to the City's impact fee program, as our development infrastructure financing team has assisted more than 100 California cities with impact fee analyses. Each engagement has required defensible documentation and thorough coordination of fee program changes with different public agency departments and stakeholders in the business community. We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple fee districts, more versus fewer land use categories, etc.) and methods of calculating the fee, based on agency and business group priorities.

Best-in-class impact fee team that can work immediately to seamlessly update existing fee program. The Willdan Team begins a project by evaluating the City's existing fee program and facility plans. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund your capital improvement program. In a highly visible fee program, Willdan's work to help the City with upfront selection of facilities included in each fee will pay dividends as the City continues to administer the program. The team's Project Manager, Mr. James Edison, and analyst, Mr. Carlos Villerreal, are both well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

We are excited about this opportunity to continue to serve the City of San Fernando. To discuss any aspect of this submittal, please contact Mr. Edison directly at (510) 912-4687, or via email at jedison@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher, Vice President, Group Manager
Financial Consulting Services

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Scope of Work

Outlined below is Willdan Financial Services' ("Willdan") proposed work plan to update the City of San Fernando's ("City") development impact fees. We explain how each task will be accomplished and identify associated meetings and deliverables. This scope of services includes preparing the documentation necessary to adopt the following three impact fees:

- Water;
- Sewer;
- Drainage;
- Traffic;
- Parks;
- General government facilities; and
- Police.

Following the work plan is a description of our involvement in meetings and our expectations of support from City staff.

We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Work Plan

Task 1:	Identify and Resolve Policy Issues
Objective:	Identify and resolve policy issues raised by the study.
Description:	Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include: ▪ Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.
Meetings:	One (1) meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.
Deliverables:	(1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

Task 2:	Identify Existing Development and Future Growth
Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program. Consult with City staff to identify growth projections to a defined long range planning horizon (10 to 30

years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Deliverables: Memorandum to City staff summarizing estimates of existing development and projections for new development.

Task 3:	Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g. General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists.

Task 4:	Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task 5:	Identify Funding and Financing Alternatives
Objective:	Determine the extent of alternative (non-fee) funding available for new facilities.
Description:	If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify: 1. Funding from non-impact fee sources to correct existing deficiencies; and 2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities. Identify anticipated alternative funding based on information from City staff, or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities. Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category. Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report if necessary based on one (1) round of comments received on the public draft report. Submit up to ten (10) bound copies of each report. If requested, post report on our website for public access. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Meetings:	Two (2) meetings: one (1) to review the initial project results and one (1) to present the report at a public hearing for adoption.
Deliverables:	Draft report tables, administrative draft report, public draft report, final report (if needed), and slide presentation (if needed).

Meetings

The project manager and other necessary Willdan staff will attend project meetings. Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on our hourly billing rates.

Deliverables

Willdan will be responsible for the preparation of documents, in both draft and final forms, as required by the Mitigation Fee Act, and City requirements under contract. It is anticipated that such documents will include the following:

1) Draft tables and administrative draft document for staff review; Ten (10) hard copies, One (1) electronic copy;
2) Draft document for public distribution; Ten (10) hard copies, Twenty (20) electronic copies;
3) Final documents for City Council and public distribution, including electronic files in Word and/or Excel file; Twenty (20) hard copies, Twenty (20) electronic copies;
4) Attendance at five meetings, and a City Council meeting; and
5) Display materials for all presentations, public hearings, and meetings.

Required City Staff Support

To complete our tasks on schedule, we will need the cooperation of City staff. We suggest that the City of San Fernando assign a key individual as project manager for the agency.

As the development impact fee study is developed, it is expected that the City's appointed project manager will:

1. Help resolve policy issues;
2. Coordinate responses to informational requests; and
3. Coordinate review of work products.

We will ask for responses to initial information and follow up requests within five business days. If there are delays on the City's part, the City's project manager shall be immediately contacted to help steer the project back on schedule.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. Furthermore, Willdan will rely on the validity and accuracy of the City's data and documentation to complete the services described herein. We will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Fee for Services and Timeline

Project Fee

Based upon our proposed scope of work, we propose a ***fixed fee of $44,000.*** This is to prepare all three fee programs. Please note the following:

- This fee includes the following three facility categories: traffic, drainage, and parks.
- We will not need to conduct additional engineering analysis, such as traffic or storm drain modeling to identify new facilities.
- We will not need to provide engineering expertise to update facility cost estimates.
- We will attend up to three (3) meetings as noted in the Scope of Services section.
- We will invoice the City monthly based on percentage of project completed. Invoices will include a description of services as well as a summary of costs to date by task.
- Additional services requested by the City will be billed at our current hourly rates (see the table below).

Additional Services

The table below outlines Willdan's current hourly rates.

Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	$210
Principal	$200
Senior Project Manager	$165
Project Manager	$145
Senior Project Analyst	$130
Senior Analyst	$120
Analyst	$100
Assistant Analyst	$75

Project Timeline

We anticipate that we will be able to complete a set of draft tables within six to eight weeks of notice to proceed, assuming we receive necessary data from the City reasonably quickly. This schedule could be compressed by one or two weeks if we receive all the data needed at the initial meeting. Once the draft tables have been approved, we can prepare the draft report within two weeks. Preparing fewer fee programs does not have a significant effect on this timeline.

Qualifications and Experience

Firm Description

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. ("WGI"). WGI provides technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has hundreds of employees operating from offices located throughout California, as well as in Arizona, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Washington, and Texas.

Established on June 24, 1988, Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Cost allocation studies; and
- Property tax audits.

Our staff of 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager.

Development Impact Fee Experience

Willdan's impact fee staff has assisted more than 100 agencies with impact fee-related projects. The table on the following pages identifies a partial listing of our development impact fee experience.

Willdan Financial Services Development Impact Fee Studies Partial Client List	
Alpine Springs Water District, CA	City of Sebastopol, CA
Cambria Community Services District, CA	City of Sierra Madre, CA
City and County of Broomfield, CO	City of Soledad, CA
City and County of Denver, CO	City of South Gate, CA
City of Alameda, CA	City of South San Francisco, CA
City of Antioch, CA	City of Stockton, CA
City of Arcadia, CA	City of Tehachapi, CA
City of Bellflower, CA	City of Tracy, CA
City of Beverly Hills, CA	City of Upland, CA
City of Brea, CA	City of Visalia, CA
City of Bullhead, AZ	Coachella Valley Association of Governments, CA
City of Burlingame, CA	Contra Costa Fire Protection District, CA
City of Calimesa, CA	County of Alameda Congestion Management Agency, CA
City of Carpinteria, CA	County of El Dorado, CA
City of Chandler, AZ	County of Fresno, CA
City of Coachella, CA	County of Kern, CA
City of Covina, CA	County of Kings, CA
City of Dublin, CA	County of Los Angeles, CA
City of El Centro, CA	County of Madera, CA
City of El Monte, CA	County of Merced, CA
City of El Segundo, CA	County of Placer, CA
City of Emeryville, CA	County of Riverside, CA
City of Flagstaff, AZ	County of Sacramento, CA
City of Fremont, CA	County of San Joaquin, CA
City of Fresno, CA	County of San Luis Obispo, CA
City of Gilroy, CA	County of Santa Clara Congestion Management Agency, CA
City of Grass Valley, CA	County of Shasta, CA
City of Greeley, CO	County of Solano, CA
City of Gustine, CA	County of Stanislaus, CA
City of Hawthorne, CA	County of Tulare, CA
City of Hercules, CA	County of Yolo, CA
City of Hollister, CA	Diamond Springs Fire Protection District, CA
City of Huntington Beach, CA	Dixon Public Library District, CA
City of Huntington Park, CA	East Contra Costa Fire Protection District, CA
City of Indian Wells, CA	Foresthill Fire Protection District, CA
City of Irwindale, CA	Fremont Unified School District, CA
City of Kingsburg, CA	Herald Fire Protection District, CA
City of La Mesa, CA	Kern Council of Governments, CA
City of Lake Elsinore, CA	Keyes Fire Protection District, CA
City of Lake Havasu City, AZ	Lake Durango Water Authority, CO
City of Lancaster, CA	Metro Wastewater Reclamation District, CO

Willdan Financial Services Development Impact Fee Studies Partial Client List	
City of Littleton, CO	Milpitas Unified School District, CA
City of Livermore, CA	Mountain View Fire Protection District, CA
City of Long Beach, CA	Mt. Diablo Fire Protection District, CA
City of Madera, CA	North Tahoe Fire Protection District, CA
City of Maitland, FL	Oakdale Rural Fire Protection District, CA
City of Manteca, CA	Pinery Water and Wastewater District, CO
City of Montebello, CA	Rincon Valley Fire Protection District, CA
City of Monterey, CA	Salida Fire Protection District, CA
City of Mountain View, CA	San Joaquin Area Flood Control Agency, CA
City of Oakley, CA	San Miguel Fire Protection District, CA
City of Oceanside, CA	San Ramon Fire Protection District, CA
City of Oxnard, CA	Security Water and Wastewater District, CO
City of Pacifica, CA	Shasta County Regional Transportation Agency, CA
City of Palmdale, CA	Stanislaus Council of Governments, CA
City of Phoenix, AZ	Stanislaus County Fire Protection District, CA
City of Pittsburg, CA	Stockton-San Joaquin Library District, CA
City of Pleasant Hill, CA	Suisun Fire Protection District, CA
City of Porterville, CA	Tehachapi Valley Rec. & Park District, CA
City of Redding, CA	Tehama County Regional Transportation Agency, CA
City of Redlands, CA	Town of Buckeye, AZ
City of Redwood City, CA	Town of Clarkdale, AZ
City of Reedley, CA	Town of Eagar, AZ
City of Rialto, CA	Town of Florence, AZ
City of Richmond, CA	Town of Parker, AZ
City of Rio Rancho, NM	Town of Portola Valley, CA
City of Rio Vista, CA	Town of Prescott Valley, AZ
City of Rocklin, CA	Town of Wickenburg, AZ
City of Rolling Hills Estates, CA	Town of Windsor, CA
City of Rosemead, CA	Town of Yucca Valley, CA
City of Roseville, CA	Triview Metropolitan District, CO
City of Sacramento, CA	Truckee Fire Protection District, CA
City of San Carlos, CA	Tulare County Association of Governments, CA
City of San Jose, CA	West Stanislaus Fire Protection District, CA
City of San Leandro, CA	Westport Fire Protection District, CA
City of San Luis Obispo, CA	Widefield Water and Sanitation District, CO
City of Santa Clarita, CA	William S. Hart Union School District, CA
City of Santa Rosa, CA	

Client References

Provided below are client references, which include a detailed project description, and client contact information. The projects cited are similar in nature to the City of San Fernando's engagement. We are proud of our reputation for customer service and encourage you to contact our past clients in regard to our commitment to completing these assignments within the agreed upon project budget and timelines.

County of Riverside | Comprehensive Impact Fee Update

Willdan is assisting the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance as well as varying level of facilities by region. The process has been lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Contact Information: Serena Chow, Administrative Services Manager II,
Riverside County Economic Development Agency
Tel #: (951) 955-6619 | Email: schow@rivcoeda.org

City of Compton, CA | Development Impact Fee Update

Willdan assisted the City of Compton with the establishment of a new Development Impact Fee (DIF) program to fund police, fire, public works, general government, transportation, and recreation projects, to offset the impact of new development. The project team worked closely with each of these departments to establish a facilities needs list, and allocate the costs of those facilities to future development based on a benefit nexus. Willdan evaluated three different nexus methodologies for each department, allowing the City to choose the option that best suited each group of improvements. The DIF program was approved by the City Council in June 2015.

Contact Information: Mr. Robert Delgadillo, Interim Director of Planning
Tel #: (310) 605-5526 | Email: rdelgadillo@comptoncity.org

City of Alameda | Development Impact Fee Update

The City of Alameda had not updated their development impact fees in over a decade, and required a nexus study and other assistance in order to comply with the Mitigation Fee Act. The fees to be updated included Streets/Transportation, Parking, Police, Fire, Housing, Public Art, Parks and Open Space, and Capital Facilities. In addition to the updates the City sought advice on restructuring its current fees and updating City ordinances.

Willdan prepared a full nexus study, including demographic projections, updated capital facilities, and the required findings to establish the legality of the City's fees under the *Mitigation Fee Act*. Willdan also prepare a survey of comparable fees in neighboring jurisdictions and a burden analysis. The purpose of the burden analysis was to measure the economic feasibility of the proposed fee program by examining the total cost of public facilities imposed when a building permit is pulled compared to development project market value.

Contact Information: Liam Garland; Administrative Services Manager
Tel #: (510) 747-7962 | Email: lgarland@ci.alameda.ca.us

City of Fremont | Development Impact Fee Update

Willdan recently completed a Master Plan Update and a Comprehensive Development Impact Fee Study Update for the City of Fremont. The City was in need of an update to existing development impact fee programs for park, capital, and fire facilities; plus park dedication in–lieu funds and traffic fees. Comparison reports, along with the updated proposed fees were presented, and adopted in May of 2015.

The Willdan team was selected to serve in this capacity due to our deep knowledge of the economics and politics of impact fee programs, and our experience crystallizing consensus around key issues.

Contact Information: Jennifer Brame, Associate Planner
Tel #: (510) 494-4554c | Email: jbrame@fremont.gov

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Mr. James Edison, Managing Principal, will serve as the ***Project Manager*** for the City's engagement. His responsibilities will include leading each consultant task related to this study, overseeing the quality of work products and assuring timely completion of the project. He has been selected for this role due to his experience with innovative approaches to funding public facilities and recent legislative and case law modifications that change how cities can use the *Mitigation Fee Act.*

Mr. **Carlos Villarreal¸** Project Manager**,** will serve as the **Senior Project Analyst** for the City's engagement. Mr. Villerreal will be responsible for data gathering and report writing. He will also be responsible for coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff.

Resumes

Resumes for the above-noted key personnel are presented on the following pages, which highlight projects of a similar nature in which they had hands-on experience.

James Edison

Principal-in-Charge

Mr. Edison has been selected to serve in the capacity of principal-in-charge due to his familiarity with innovative approaches to funding public facilities, recent legislative, and case law changes that dictate how public agencies can utilize the *Mitigation Fee Act.*

Mr. Edison specializes in the nexus between public and private, with particular expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. He has worked for both public and private clients on the implementation of public-private transactions, providing market and fiscal analysis, finance strategies, and negotiation support. Mr. Edison's public sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments and the interaction between those instruments and the needs of developers and project finance.

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

15 Years Experience

Project Experience

City of Pacifica, CA – Park Fee Update: Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels in addition to new development.

City of Alameda, CA – Impact Fee Update: Mr. Edison is currently serving as principal-in-charge of the update and expansion of impact fees for the City of Alameda. The financing program incudes both a full range of fees for the existing City and a new fee program to assist with the develolpment of Alameda Point, the former Alameda Naval Air Staiton.

County of Tulare, CA – Regional Impact Fees: Mr. Edison is currently serving as project manager for a study that involves the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks facilities, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison is serving as project manager for a County study that involves the update of a comprehensive impact fee program. This program is comprised of a range of facilities, including parks, fire, traffic, libraries, multi-service centers, and general facilities.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison is currently leading the Willdan Team updating the impact fee programs on behalf of the City of Fremont. The effort includes an update of the City's transportation impact fee program and capital improvement program (led by Kimley-Horn and Associates).

Carlos Villarreal

Education

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

10 Years Experience

Analytical Support

Mr. Villarreal will provide analytical support to this engagement. He has been selected for this role due to his prior experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement, and utilities.

Project Experience

City of Alameda, CA – Alameda Development Impact Fee Update: Mr. Villarral served as the Lead Project Analyst for the the City of Alameda engagement to upate the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholderds and City Council

City of Emeryville, CA – Emeryville Public Facilities and Park Fee Update: Mr. Villarreal served as the Project Manager for this venture with the City of Emeryville, for an update of the public facilities and parks fees. The work effort included demographic analysis, update of facilities costs, and an examination of fees in comparable jurisdictions.

City of Santa Clara, CA – Parks Fee Update: As Assistant Project Manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's parks fee. Willdan prepared a comprehensive update of the City's parks fee, including demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Upland, CA – Impact Fee Study Update: Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities including public protection, library, and park facilities. The study also includes a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City needed to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Kern Council of Governments, CA – Regional Alternative Funding Program: Mr. Villarreal served in the role of project manager for the establishment of this program, which consisted of a deficiency analysis and nexus study to fund transportation projects within Kern County.

C. Villarreal
Resume Continued

City of Hercules, CA – Development Impact Fee Update Study: In the role of project manager, coordinated a study to update the City's existing development impact fees that included an additional project element; revise and update the City's CIP to reflect current needs and priorities. The fees funded a variety of facilities, including general government, police, traffic (including transit), and sewer facilities. The updated fees were adopted by the City Council in September 2009.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager and led the update of the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. This engagement included stakeholder outreach.

City of Sierra Madre, CA – Public Facilities Fee Study: Conducted a study establishing development impact fees for general government, library, public safety, traffic, and water and wastewater facilities.

City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

County of San Joaquin, CA – Traffic Impact Mitigation Fee Update Report: Conducted a nexus analysis for an impact fee study updating the County's existing Transportation Impact Mitigation Fee (TIMF) program. In addition to the nexus analysis, the analysis included an investigation of available alternative funding sources, including local, state, and federal sources. The TIMF included projects from the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan, Regional Transportation Improvement Program and other transportation planning documents.

Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update: Mr. Villarreal served as project manager for the District's fire impact fee update. The fee will be charged in two jurisdictions, the City of Hercules and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009, and were presented to the Board of Supervisors in December 2009.

City of Roseville, CA – Specific Plan Fiscal Studies: Supporting analyst for fiscal impact analyses of: Diamond Plaza Rezone, Paseo del Norte Rezone, and Hewlett Packard Area Rezone projects. The goal of each analysis was to determine the fiscal impact of the proposed land use change. The results of the analysis allowed the City to determine what kind of financial mitigation was needed from proposed new development under each new land use scenario to support City service standards.

Project #: 105951

PM: J. Edison

DL

ATTACHMENT "C"

GARDEN GROVE

CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK

Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the City Council, staff, and the general public.

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

December 17, 2015

Willdan Financial Services
27368 Via Industria Suite 200
Temecula, CA 92590

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Willdan Financial Services to prepare a Development Impact Fee Study to update the City's current park facilities, transportation improvements, and storm drain facilities.

Sincerely,

Kathleen Bailor, CMC
City Clerk

Teresa Pomeroy

By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works/Engineering

11222 Acacia Parkway • P.O.Box 3070 • Garden Grove, CA 92842
(714) 741-5040 • Fax (714) 741-5205 • www.ci.garden-grove.ca.us

CONSULTANT AGREEMENT

THIS AGREEMENT is made this 14th day of December 2015, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Willdan Financial Services ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Resolution No. 9212-14.

2. CITY desires to utilize the services of CONSULTANT to prepare a Development Impact Fee Study to update the CITY's current park facilities, transportation improvements, and storm drain facilities impact fees.

3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5

2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted standards prevalent in the industry for such services and in accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.

3. **Compensation.** CONSULTANT shall be compensated as follows:

   3.1 Amount. Compensation under this Agreement shall be per fee schedule included in the Proposal, attached hereto as Exhibit "B".

   3.2 Not to Exceed. Compensation under this Agreement shall not exceed $31,350, which includes Willdan labor costs of $28,500 plus ten percent contingency (10%) of $2,850.

3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.

3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.

3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. **Insurance Requirements**

4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:

a) Commercial general liability in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

b) Automobile liability in the amount of $1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

c) Professional liability in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is

written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations,** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Willdan Financial Services
27368 Via Industria
Suite 200
Temecula, CA 92590

(b) Address of CITY is as follows (with a copy to):

Engineering:
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and the terms and provisions in the main body of this Agreement, the terms and provisions in the main body of this Agreement shall govern.

14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, and all other permits and licenses as may be required by this Agreement.

15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

16. **Time of Essence.** Time is of the essence in the performance of this Agreement.

17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship

between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

    This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.

21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.

22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: 12/14, 2015

By: _____
City Manager

ATTEST

_____
City Clerk

Dated: December 16, 2015

"CONSULTANT"

By: _____
Title: Vice President - Group Manager

Dated: December 7, 2015

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

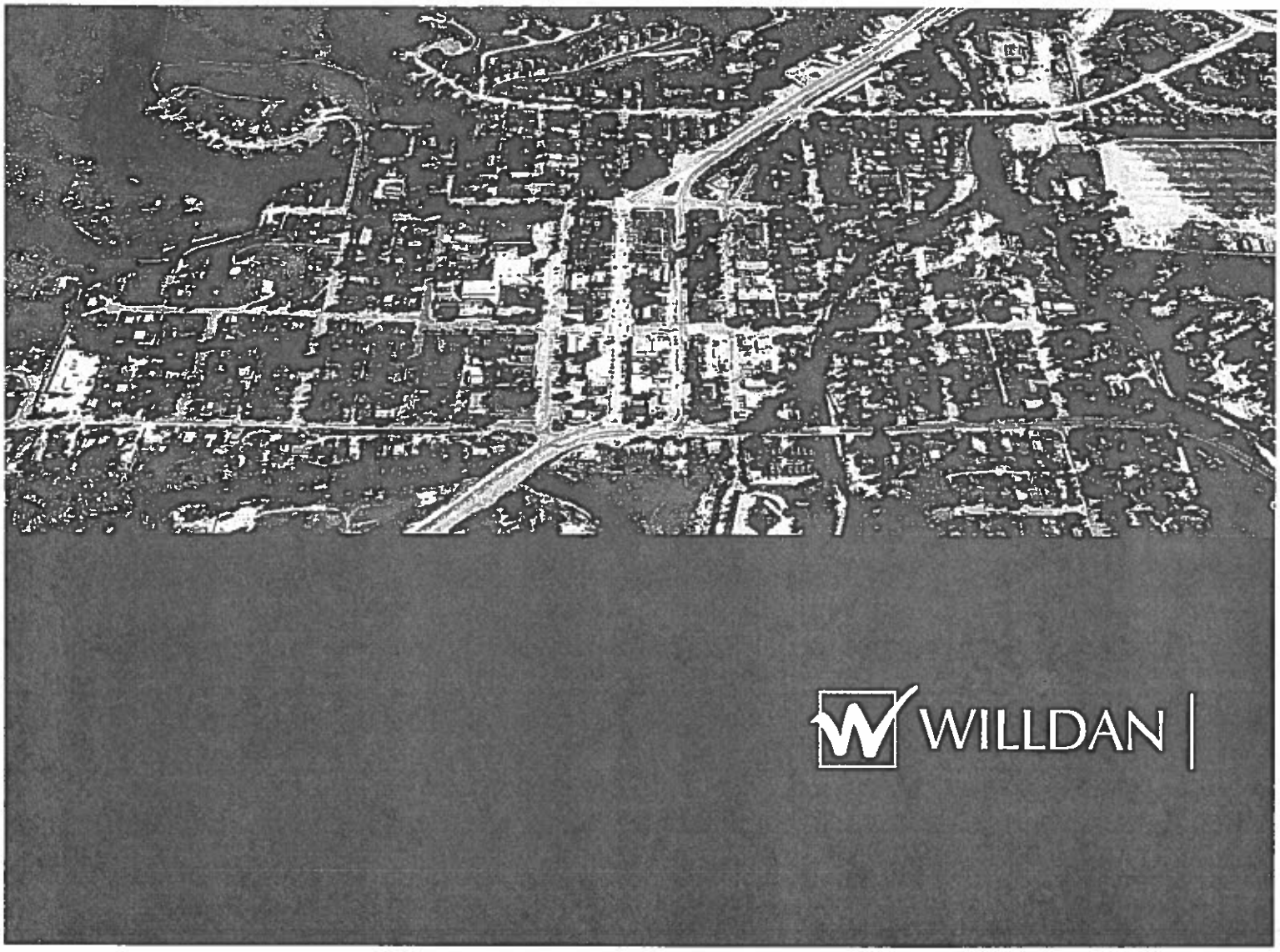
Dated: 11-16-15, ~~2015~~

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

CITY OF GARDEN GROVE

PROPOSAL FOR

Development Impact Fees



WILLDAN

WILLDAN
Celebrating 50 years of service

September 16, 2015

Ms. Ana Neal
Senior Administrative Analyst
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842

Re: City of Garden Grove RFP – Development Impact Fee Update

Dear Ms. Neal:

Willdan Financial Services ("Willdan") understands the City of Garden Grove ("City") seeks a consultant to review and update the City's existing park facilities, transportation improvements, and storm drain facilities impact fees; the City is interested in a comprehensive examination of its fee program, updating costs, and also examining the fee structure. Recognizing this need, the City has responded by issuing a Request for Proposals ("RFP") for a Development Impact Fee Study.

In response to the City's RFP, Willdan presents the following proposal to prepare a Development Impact Fee Study. Our proposal has been prepared to give you an updated impact fee program that will withstand technical challenges and public scrutiny. Willdan has wide experience in California and further afield, and can bring a broad and comprehensive perspective in its review if the City's fee program. We believe that we are uniquely equipped to conduct this study for the following reasons:

Unmatched experience defending and implementing fee programs. Willdan is fortunate to be in a position to provide tremendous benefit to the City's impact fee program, as our development infrastructure financing team has assisted more than 100 California cities with impact fee analyses. Each engagement has required defensible documentation and thorough coordination of fee program changes with different public agency departments and stakeholders in the business community. We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple fee districts, more versus fewer land use categories, etc.) and methods of calculating the fee, based on agency and business group priorities.

Best-in-class impact fee team that can work immediately to seamlessly update existing fee program. The Willdan Team begins a project by evaluating the City's existing fee program and facility plans. Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund your capital improvement program. In a highly visible fee program, Willdan's work to help the City with upfront selection of facilities included in each fee will pay dividends as the City continues to administer the program. The team's Project Manager, Mr. James Edison, and Senior Project Analyst, Mr. Mike Medve, are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

I, Chris Fisher, am an officer of the firm, and therefore authorized to bind the firm. Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of ninety (90) days from the closing date of September 17, 2015, as requested within the RFP.

We are excited about this opportunity to to serve the City of Garden Grove. To discuss any aspect of this submittal, please contact Mr. Edison directly at (510) 912-4687, or via email at jedison@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

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A. Understanding of the Assignment

Project Understanding

Willdan understands the situation surrounding the City of Garden Grove's need for an update to their impact fees, and explains the project objectives. Furthermore, we provide background regarding public facilities financing in California, and an overview of our approach to development impact fee programs.

Willdan understands that the City wishes to update its impact fee program to reflect current economic and market conditions. Willdan understands that the City wishes to review its overall fee program, examining the structure (including potential sub areas), and its general level relative to comparable jurisdictions. In addition to updating existing fees, the City seeks to ensure that that new development pays its fair share of necessary infrastructure. The City therefore seeks assistance with identifying any additional fee categories that would be appropriate.

Many municipalities in California have seen increases in applications for building permits in the past year or so, and the City of Garden Grove is well positioned to capture a significant portion of the projected growth. The City is seeking a consultant to develop an impact fee program to ensure a fair and reasonable fee structure, while meeting the requirements of the California Mitigation Fee Act (*California Government Code 66000 to 66025*). The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

B. Technical Approach and Scope of Work

Methodology

Objectives

The objective of this project is to update of development impact fee. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Public Facilities Financing In California

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
4. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: (1) capture the total demand often associated with major public facility investments; and (2) support analysis of debt financing, if needed. In contrast to build out projections, market based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

Identifying New Development Facility Needs and Costs

We have a number of approaches that can be used to identify facility needs and costs to serve new development. Often this is a two step process: (1) identify total facility needs; and (2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain because of the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: (1) the existing inventory method; (2) the planned facilities method; and (3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized on the page that follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan ("CIP") and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

Calculating the Fee Schedule

The fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing as long as another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input. This proposal provides for one stakeholder meeting. Willdan can add additional meetings based upon a time and materials basis if needed.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Outlined below is Willdan Financial Services' ("Willdan") proposed work plan to update the City of Garden Grove's ("City") development impact fees. We explain how each task will be accomplished, and identify deliverables. Following the work plan is a description of our involvement in meetings and expectations of support from City staff. This work plan includes preparing the documentation necessary to adopt the following three impact fees:

- Park Facilities
- Transportation Improvements
- Storm Drain Facilities

We want to ensure that our work plan is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1: Identify and Resolve Policy Issues

Objective: Identify and resolve policy issues raised by the study.

Description: Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified; and
- Implementation concerns and strategies.

Deliverables: (1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective: (1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program.

Consult with City staff to identify growth projections to a defined long range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Deliverables: Memorandum to City staff summarizing estimates of existing development and projections for new development.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g. General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates for traffic and storm drain facilities.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies; and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff, or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category. Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report if necessary based on one (1) round of comments received on the public draft report. If requested, post report on our website for public access. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Deliverables:	We will provide up to four (4) bound copies of the draft report, one (1) unbound copy, one Microsoft Word copy, and up to eight (8) bound copies of the final report, one (1) unbound copy, and one Microsoft Word copy.

Meetings

The project manager or other necessary Willdan staff will attend project meetings. As requested within the City's RFP, a member of the Willdan Project Team will attend up to twelve meetings throughout the Development Impact Fee Study engagement.

Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on our hourly billing rates.

Required City Staff Support

To complete our tasks on schedule, we will need the cooperation of City staff. We suggest that the City of Garden Grove assign a key individual as project manager for the agency.

As the development impact fee study is developed, it is expected that the City's appointed project manager will:

1. Help resolve policy issues;
2. Coordinate responses to informational requests; and
3. Coordinate review of work products.

We will ask for responses to initial information and follow up requests within five business days. If there are delays on the City's part, the City's project manager shall be immediately contacted to help steer the project back on schedule.

Willdan will endeavor to minimize the impact on City staff in the completion of this project.

Furthermore, Willdan will rely on the validity and accuracy of the City's data and documentation to complete the services described herein. We will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

C. Relevant Firm Experience and References

References

Provided below are client references, which include a detailed project description, and client contact information. The projects cited are similar in nature to the City of Garden Grove's engagement. We are proud of our reputation for customer service and encourage you to contact our past clients in regard to our commitment to completing these assignments within the agreed upon project budget and timelines.

City of Compton | Development Impact Fee Update

Willdan assisted the City of Compton with the establishment of a new Development Impact Fee (DIF) program to fund police, fire, public works, general government, transportation, and recreation projects, to offset the impact of new development. The project team worked closely with each of these departments to establish a facilities needs list, and allocate the costs of those facilities to future development based on a benefit nexus. Willdan evaluated three different nexus methodologies for each department, allowing the City to choose the option that best suited each group of improvements. The DIF program was approved by the City Council in June 2015.

Client Contact:	Mr. Robert Delgadillo, Interim Director of Planning 205 S. Willowbrook Avenue, Compton, CA 90220 Tel #: (310) 605-5526 | Email: rdelgadillo@comptoncity.org
Start Date:	June 2014
Completion Date:	June 2015
Project Team:	James Edison, Project Manager Mike Medve, Financial Analyst

County of Riverside | Comprehensive Impact Fee Update

Willdan is assisting the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance as well as varying level of facilities by region. The process has been lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

Client Contact:	Ms. Serena Chow, Administrative Services Manager II Riverside County Economic Development Agency 4080 Lemon Street, Riverside, CA 92501 Tel #: (951) 955-6619 | Email: schow@rivcoeda.org
Start Date:	August 2011
Completion Date:	Current Project
Project Team:	James Edison, Principal-in-Charge Carlos Villarreal, Task Manager

City of Alameda | Development Impact Fee Update

The City of Alameda had not updated their development impact fees in over a decade, and required a nexus study and other assistance in order to comply with the Mitigation Fee Act. The fees to be updated included Streets/Transportation, Parking, Police, Fire, Housing, Public Art, Parks and Open Space, and Capital Facilities. In addition to the updates the City sought advice on restructuring its current fees and updating City ordinances.

Willdan prepared a full nexus study, including demographic projections, updated capital facilities, and the required findings to establish the legality of the City's fees under the *Mitigation Fee Act*. Willdan also prepare a survey of comparable fees in neighboring jurisdictions and a burden analysis. The purpose of the burden analysis was to measure the economic feasibility of the proposed fee program by examining the total cost of public facilities imposed when a building permit is pulled compared to development project market value.

Client Contact:	Mr. Liam Garland; Administrative Services Manager 2263 Santa Clara Avenue, Alameda, CA 94501 Tel #: (510) 747-7962 | Email: lgarland@ci.alameda.ca.us
Start Date:	March 2014
Completion Date:	July 2015
Project Team:	James Edison, Principal-in-Charge Carlos Villarreal, Project Manager

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Mr. **James Edison**, Managing Principal, will serve as the **Project Manager**, for the project as a whole, for the City's engagement. His responsibilities will include leading tasks, overseeing the quality of work products, and assuring timely completion of the project; as well as serve as the day-to-day contact and will be present at key meetings. He has been selected for this role because of his familiarity with innovative approaches to funding public facilities and recent legislative and case-law changes that alter how California agencies can use the Mitigation Fee Act.

Mr. Edison is a former bond attorney, and an active member of the California State BAR. With this knowledge and expertise overseeing the City's project, he can be of assistance in advising, and addressing matters that are related to the review or preparation of a nexus study.

Mr. **Mike Medve** will serve as **Senior Project Analyst** for the City's engagement. Mr. Medve will be responsible for data gathering and report writing. He will also be responsible for coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff.

Resumes

Resumes for the above-noted key personnel are presented on the following pages, which highlight projects of a similar nature in which they had hands-on experience.

James Edison

Project Manager

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

15 Years Experience

Mr. Edison has been selected to serve in the capacity of project manager due to his familiarity with innovative approaches to funding public facilities, recent legislative, and case law changes that dictate how public agencies can utilize the *Mitigation Fee Act.*

Mr. Edison specializes in the nexus between public and private, with particular expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. He has worked for both public and private clients on the implementation of public-private transactions, providing market and fiscal analysis, finance strategies, and negotiation support. Mr. Edison's public sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments and the interaction between those instruments and the needs of developers and project finance.

Select Project Experience

City of Pacifica, CA – Park Fee Update: Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels in addition to new development.

City of Alameda, CA – Impact Fee Update: Mr. Edison is currently serving as principal-in-charge of the update and expansion of impact fees for the City of Alameda. The financing program incudes both a full range of fees for the existing City and a new fee program to assist with the develolpment of Alameda Point, the former Alameda Naval Air Staiton.

County of Tulare, CA – Regional Impact Fees: Mr. Edison is currently serving as project manager for a study that involves the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks facilities, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison is serving as project manager for a County study that involves the update of a comprehensive impact fee program. This program is comprised of a range of facilities, including parks, fire, traffic, libraries, multi-service centers, and general facilities.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison is currently leading the Willdan Team updating the impact fee programs on behalf of the City of Fremont. The effort includes an update of the City's transportation impact fee program and capital improvement program (led by Kimley-Horn and Associates).

Michael Medve

Senior Project Analyst

Education

Bachelor of Science Information and Computer Science, Management and Mathematics Minors, Cum Laude University of California Irvine,

Areas of Expertise

Public Finance

Public Facility Financing

Special District Formation and Administration

Proposition 218

New Markets Tax Credits

Grant Writing

10 Years Experience

Mr. Medve joined Willdan in the role of project manager. He brings ten years of experience to the Financial Consulting Services group with expertise in public finance, including special district formation and administration, fiscal impact analysis, public facilities financing plans, integrated financing districts, Proposition 218, tax credit financing, state and federal grant and loan programs, sales tax revenue bonds, and infrastructure financing districts. He has developed financial pro formas and cash flow analyses for numerous types of public and private project financing programs.

Select Project Experience

City of Lake Elsinore, CA – User Fee Study, Cost Allocation Plan, and Development Impact Fee Study: Mr. Medve is providing analytical support for two project managers during this multi-study venture with the City of Lake Elsinore.

City of Compton, CA – Impact Fee Development and Implementation: Mr. Medve worked with the City of Compton on the creation of a comprehensive impact fee program, to ensure that new development in the City, including infill development, pays its fair share of infrastructure costs.

City of Petaluma, CA – Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: For this project Mr. Medve is provide support and financial analysis to the Project Manager.

County of San Diego – Special Tax Consulting: Mr. Medve is currently assisting the County with their special tax consultant projects, specifically CFDs formed within unincorporated areas. To meet the demands of continued growth within the County, he is currently involved with the initial steps of forming two separate CFDs that will fund services and improvements ranging from flood control maintenance and fire protection services, to necessary capital improvements. He is also helping to replace an existing Permanent Road Division special assessment with a special tax to fund street rehabilitation and maintenance.

Valley Metro (Phoenix Metropolitan Area): Provided assessment consulting services to the public transit authority for the Phoenix metropolitan area exploring the possibility of using assessment districts to supplement transit construction, operations and maintenance funding (in transit funding, this is often called a "value capture" strategy). This involved developing a financing plan that prioritized the various transit projects to find the ones that would benefit the most from a value capture strategy.

City of Irvine – Great Park Financing Plan: Mr. Medve assisted the City's Orange County Great Park (OCGP) subsidiary with the formation of a CFD and Redevelopment Area for the Great Park project. After the abolishment of redevelopment, he assisted OCGP with approving land use modifications and CFD change proceedings to assure adequate funding.

High Speed Rail Business Plan 2012, California High Speed Rail Authority – Statewide, CA: Mr. Medve performed research and compiled data comparing the economic conditions of station areas for the proposed California High Speed Rail project and the Northeast Corridor High Speed Rail project. Services provided included planning, oversight of the environmental review/preliminary engineering (30% design), construction management, testing and commissioning for the line and every other phase up to revenue service for the 800-mile HSR system connecting San Francisco and Sacramento in Northern California with Los Angeles/Anaheim and San Diego in the south.

Newark Regional Transportation Center, DE – TIGER Grant Application: Mr. Medve prepared a Benefit-Cost Analysis to demonstrate employment accessibility and reduced vehicle miles traveled that would result from expanding the Newark station to eliminate conflicts with freight trains and allow passenger trains to make more stops during peak travel hours. This analysis was used in a TIGER III application to the US Department of Transportation and was successful in securing a $10 million grant to fund the project.

Sample Report

Per the instructions outlined in the RFP, a sample copy of the Development Impact Fee Study Update prepared for the City of Laguna Hills, California, a jurisdiction located within Orange County, has been included in a separately sealed envelope marked "Sample Report."

D. Company Ownership Description

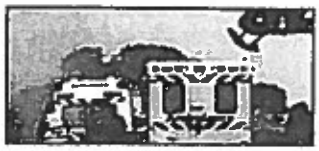
Firm Description

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. ("WGI"). WGI provides technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has hundreds of employees operating from offices located throughout California, as well as in Arizona, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Washington, and Texas.

ENGINEERING & PLANNING

ENERGY EFFICIENCY & SUSTAINABILITY

FINANCIAL & CONSULTING SERVICES

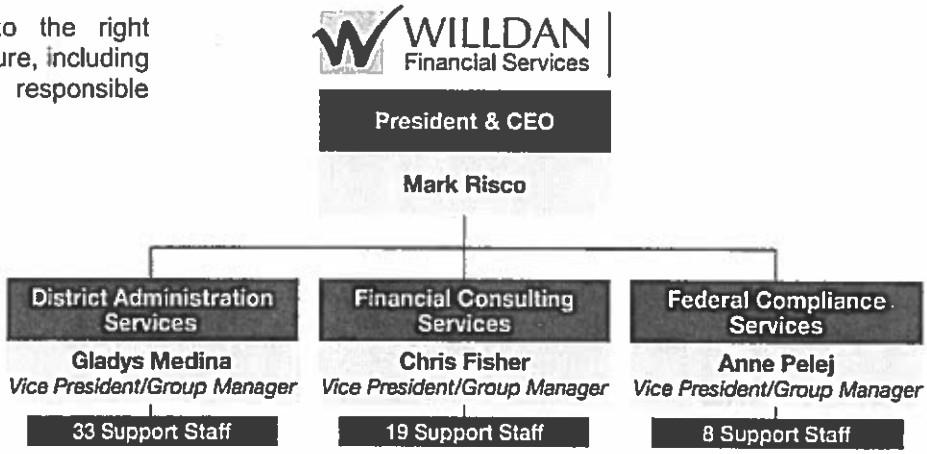

NATIONAL PREPAREDNESS & INTEROPERABILITY

Established on June 24, 1988, Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Cost allocation studies; and
- Property tax audits.

Our staff of 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager.



E. Project Management

Tracking and Managing Projects and Budgets

At Willdan, we utilize a project management process that ensures projects are completed on time, **within budget** and most importantly yield results that match our clients' expectations. Our complete project management process has five primary principles common to successful projects:

1. **Define** the project to be completed. Mr. Edison will identify the project scope, set objectives, list potential constraints, document assumptions, choose a course of action and develop an effective communication plan.

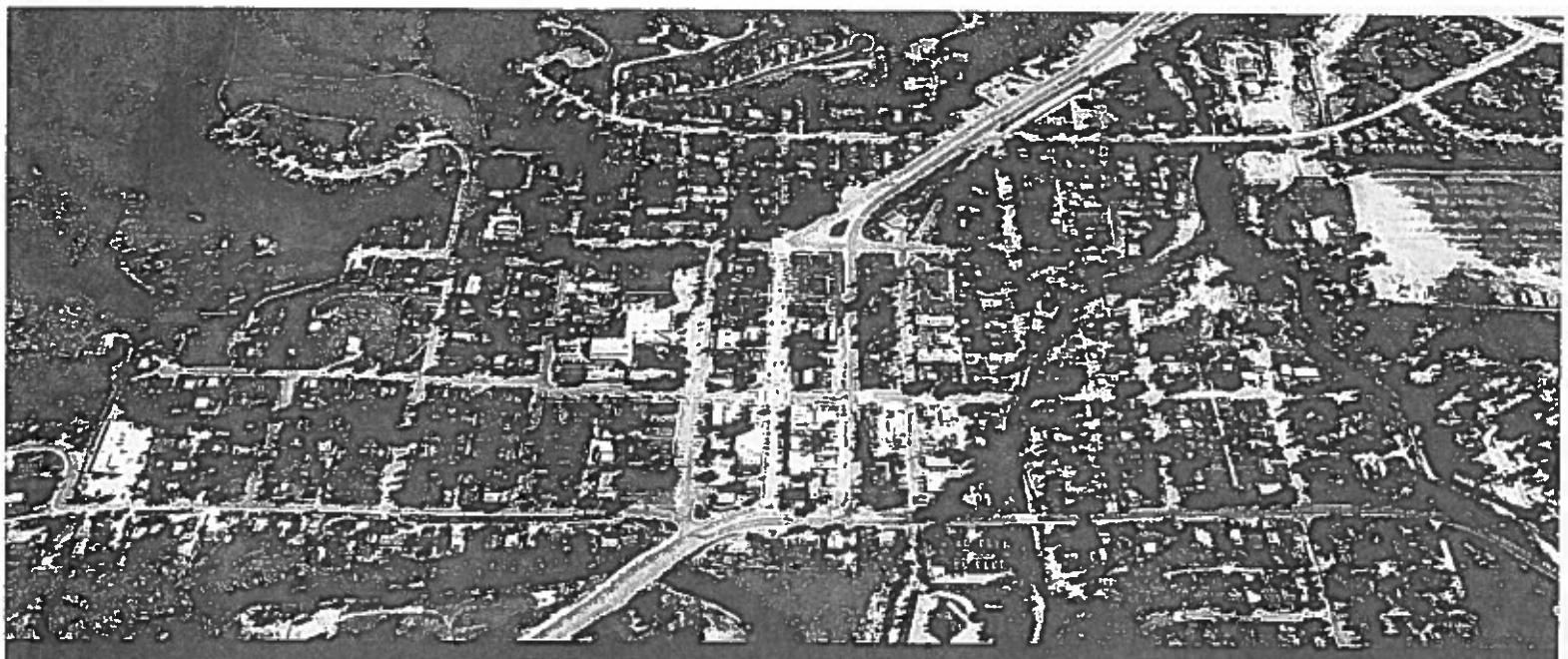
2. **Plan** the project schedule. Mr. Edison, in collaboration with the project team and City staff, will create an agreed upon timeline to meet the estimated project timeline. He will assign workload functions to appropriately qualified staff to ensure milestones are met, on time. Furthermore, the project team will meet bi-weekly to assess the status of the project and Mr. Edison will direct existing and upcoming project tasks. These meetings ensure that staffing resources are well-matched to provide the highest quality of work product, high responsiveness to the City, and to keep the project on schedule. These meetings also provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.

3. **Manage** the execution of the project. Mr. Edison has been selected to fulfill the role of project manager due to his strong project management skills. He will be responsible for controlling the work in progress, providing feedback to the Willdan Team and City staff, and will be accountable to the City for meeting the schedule, budget and technical requirements of the project. Most importantly, Mr. Edison will ensure constant collaboration and communication between City staff and the Willdan Team through frequent progress memorandums, conference calls and in-person meetings.

4. **Review** work products and deliverables through a structured quality assurance process involving up to three levels of review at the peer level, project manager level, and if necessary executive officer level. We have designed a formal and structured quality assurance system that will be utilized throughout the course of the project.

5. **Communication** with the client regarding work status and progress. Mr. Edison will ensure that the City receives regular updates of status, and will schedule regular conference calls to touch base. He will also inform the City of any roadblocks encountered, or whether the amount of work associated with an element of the project is more than was projected, or outside of the agreed upon scope of services. From this point, he will work with the City to address and resolve these types of issues.

We have utilized these guiding principles for all of our firm's projects. The City of Garden Grove can be assured that through the utilization of these principles, Mr. Edison will ensure the project deliverables for the Development Impact Fee Study will be of the highest quality and will be delivered on time and within the agreed upon budget.



WILLDAN

27368 Via Industria, Suite 200
Temecula, California 92590-4856
951.587.3500 | Fax: 951.587.3510
www.willdan.com

CITY OF GARDEN GROVE

FEE PROPOSAL FOR

Development Impact Fees

WILLDAN

WILLDAN

Celebrating 50 years of service

September 16, 2015

Ms. Ana Neal
Senior Administrative Analyst
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842

Re: City of Garden Grove RFP – Development Impact Fee Update

Dear Ms. Neal:

The following consulting fee proposal reflects our understanding of the City of Garden Grove's ("City"), Request for Proposal (RFP) to conduct a Development Impact Fee Study.

Willdan looks forward to serving the City of Garden Grove. To discuss any aspect of our technical and/or fee proposal, please contact Mr. Edison directly at (510) 912-4687, or via email at jedison@willdan.com.

Sincerely,
Willdan Financial Services

Chris Fisher
Vice President - Group Manager
Financial Consulting Services

F. Consulting Fees

Project Fee

Based upon our proposed scope of work, we propose a ***fixed fee of $28,500.*** Fees for specific tasks are denoted in the table below.

City of Garden Grove Development Impact Fee Study					
	J. Edison Project Manager	M. Medve Snr Project Analyst	Total		
	$200	$145	Hours		Cost
Technical Approach - Scope of Work					
Task 1: Identify and Resolve Policy Issues	6	8	14	$	2,360
Task 2: Identify Existing Development and Future Growth	8	6	14	$	2,470
Task 3: Determine Facility Standards	6	10	16	$	2,650
Task 4: Determine Facilities Needs and Costs	12	10	22	$	3,850
Task 5: Identify Funding and Financing Alternatives	8	8	16	$	2,760
Task 6: Calculate Fees And Prepare Report	10	10	20	$	3,450
Meetings	25	41	66	$	10,960
Subtotal Willdan Labor Costs	75.0	93.1	168.1	$	28,500
Additional Per Meeting Attendance Costs:					
Other Meetings *(as needed)*, per meeting					$1,500

Notes:

- This fee includes the following three facility categories: traffic, drainage, and parks.
- We will not need to conduct additional engineering analysis, such as traffic or storm drain modeling to identify new facilities.
- We will not need to provide engineering expertise to update facility cost estimates.
- We will attend up to twelve meetings as noted in the Work Plan section.
- We will invoice the City monthly based on percentage of project completed. Invoices will include a description of services as well as a summary of costs to date by task.
- Additional services requested by the City will be billed at our current hourly rates (see the table below).

Limitations

Our fees stated in the Fee Table above include attendance at a total of twelve meetings with City staff, stakeholders, and City Council. Attendance at more than twelve meetings, comprehensive written responses to resolve conflicts, or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

Examples of Additional Services include:

- Additional analysis based on revised assumptions requested by the City, including possible changes in Facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
- Negotiations with stakeholders once the report has been prepared; and
- Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

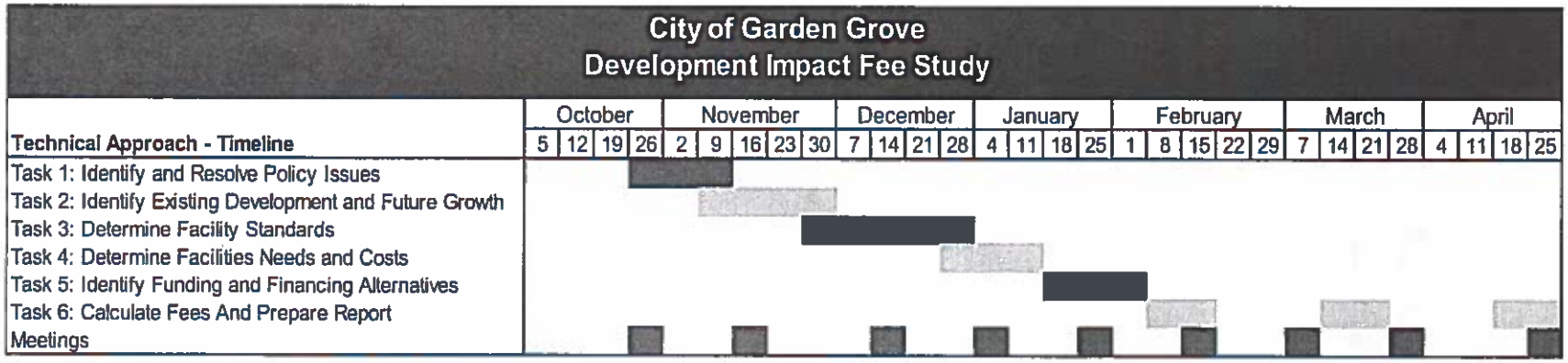
Hourly Rates

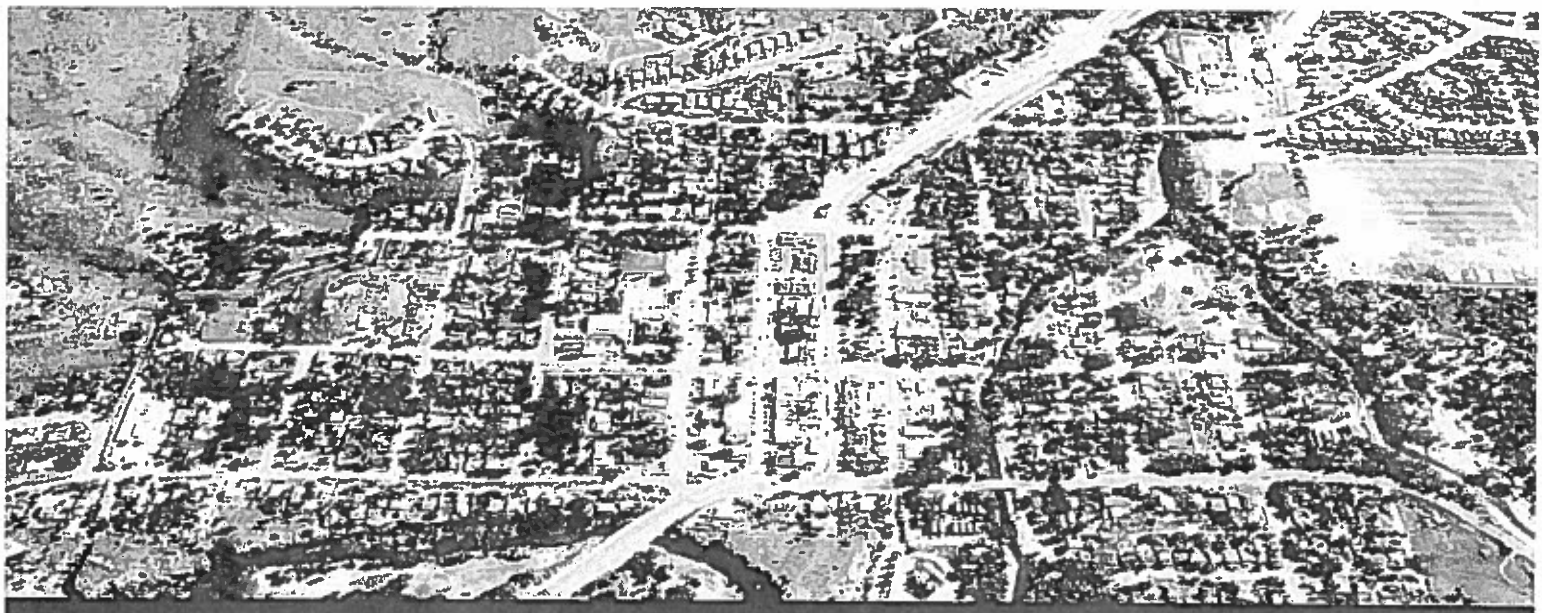
The table below outlines Willdan's current hourly rates.

Hourly Rates	
Position	Hourly Rate
Group Manager	$210
Principal	$200
Senior Project Manager	$165
Project Manager	$145
Senior Project Analyst	$130
Senior Analyst	$120
Analyst	$100
Assistant Analyst	$75

Project Timeline

The following outlines the estimated number of weeks to complete each task outlined in our scope of services. A specific project schedule will be developed following consultation with, and in concert with, City staff.





WILLDAN

27368 Via Industria, Suite 200
Temecula, California 92590-4856
951.587.3500 | Fax: 951.587.3510
www.willdan.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

Joanie Reynolds
951-587-3500
(Wildan)

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford (1)	20478
INSURER B:	The Continental Insurance Company (2)	35289
INSURER C:	Lexington Insurance Company (3)	19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim CA 92806 USA

800-755-6864
714-587-3510 Fax
Jreynolds@wildan.com

COVERAGES CERTIFICATE NUMBER: 570060056281 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			5088210281	11/09/2015	11/09/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			6020541619	11/09/2015	11/09/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6022647422 Workers Compensation AOS 6020541572 Workers Compensation CA	11/09/2015 11/09/2015	11/09/2016 11/09/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Contractor Prof			028174912 Professional Liability	11/09/2015	11/09/2016	Per Claim Aggregate SIR	$1,000,000 $1,000,000 $250,000

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay
Risk Management
12-1-15

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Plan review and inspection services, JN 101029. General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors are included as respects to General Liability. City of Garden Grove is included as additional Insured as respects to General Liability and Automobile Liability per attached endorsements and in accordance with policy provisions. (ANAHEIM).

CERTIFICATE HOLDER

City of Garden Grove
Attn: Heidi Janz
11222 Acacia Parkway
Garden Grove CA 92842-3070 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : AIU

Certificate No : 570060056281

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:

A. unless paragraph **B.** below applies,

1. **bodily injury**, **property damage**, or **personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or

2. **bodily injury** or **property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if

a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and

b. this **coverage part** provides such coverage.

B. **bodily injury, property damage,** or **personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:

1. this **coverage part** provides coverage for **bodily injury** or **property damage** included within the **products completed operations hazard**; and

2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.

II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

5002000086018587708490 2

Reviewed and Approved as to Insurance language and/or requirements.
Heidi M. Jay
Risk Management
12-1-15

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **(4)** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay

Risk Management

12-1-15

CNA

CNA63359XX
(Ed. 04/12)

Policy Number: 6020541619

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

Reviewed and approved as to insurance language and/or requirements.
Risk Management
12-1-15

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

   "Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

   1. Which are no longer in force; or

   2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

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D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

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(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CC68021A
(Ed. 02/13)

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy No: 5088210281
Endorsement No: N/A
Effective Date: 11/09/2015

Insured Name:

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CC68021A
(Ed. 02/13)

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy No: 6020541586
Endorsement No: N/A
Effective Date: 11/09/2015

Insured Name:

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy No: 6020541572
Endorsement No: N/A
Effective Date: 11/09/2015

Insured Name:

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CC68021A
(Ed. 02/13)

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy No: 6022647422
Endorsement No: N/A
Effective Date: 11/09/2015

Insured Name:

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy No: 6020541619
Endorsement No: N/A
Effective Date: 11/09/2015

Insured Name:

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/ Public Works Director
Ismael Aguila, Recreation and Community Services Director

Date: January 19, 2016

Subject: Consideration to Complete Grant Funded Improvements at Recreation Park

RECOMMENDATION:

It is recommended that the City Council:

a. Authorize the City Manager to execute a Purchase Order using the US Communities competitive purchase agreement (Contract No. 110179) with Great Western Park and Playground for the purchase and installation of poured in place playground surfacing at Recreation Park, in an amount of $31,727 (Attachment "A");

b. Authorize the City Manager to execute a Purchase Order using the National Joint Powers Authority (NJPA) competitive purchasing agreement (Contract No. 022113) with Greenfields Outdoor Fitness for the purchase and installation of nine (9) pieces of outdoor exercise equipment at Recreation Park, in an amount of $29,411 (Attachment "A");

c. Authorize the City Manager to execute a Purchase Order using the GSA Advantage competitive purchasing agreement (Contract No. GS-07F-0326T) with Montgomery Hardware Company for the purchase and installation of fully accessible storefront and doors at Recreation Park, in an amount of $27,281 (Attachment "A"); and

d. Authorize the City Manager to execute a service agreement (Attachment "B" – Contract No. 1819) with CEM Construction for the removal of damaged equipment and installation of newly purchased exercise equipment at Recreation Park, in an amount of $18,750.

BACKGROUND:

In 2013, the City submitted and was awarded grant funding in the amount of $176,550 through the California Department of Housing and Community Development Housing Related Parks Program Grant to fund improvements at Recreation Park. With a required matching City contribution of $13,450, the total budget for improvements is $190,000. The grant award

includes the replacement of existing heating and air conditioning equipment, accessible doors, playground surfacing, and exercise equipment. To date, heating and air conditioning improvements are underway at the Recreation Park Gymnasium. Bids have been received related to the other grant funded improvements.

ANALYSIS:

As part of the City's successful grant application under the State Housing Related Park Program Grant, several improvements are planned for Recreation Park. These improvements include the following:

- Installation of New Heating and Air Conditioning Equipment
  A contract was awarded in December 2015 to replace heating and air conditioning equipment at Recreation Park Gymnasium. The total cost of these improvements is $73,031. Work is expected to be completed in January 2016.

- Installation of Accessible Exterior Doors and Main Entrances and Courtyard
  The existing exterior doors at Recreation Park are not currently compliant under the Americans with Disabilities Act (ADA). In addition, these door units have exceeded their useful life, with damaged hardware and storefront components. Using a competitively bid contract under GSA Advantage, the City has secured a pricing quote for the installation of two (2) new accessible storefront door systems for Recreation Park. The new storefront/door systems will be installed at the Community Center's main entrance and the Courtyard entrance. The total cost of these improvements is $27,281.

- Installation of New Poured-In-Place Playground Surfacing
  The existing playground surfaces are worn and have exceeded their useful life. Using a competitively bid contract under the US Communities Program, the City has secured a pricing quote for the installation of new, poured-in-place rubberized surfacing for the playground tot lot at Recreation Park. Work will include the removal of existing materials and the installation of a new rubberized surface. The total cost of these improvements is $31,727.

- Installation of New Exterior Exercise Equipment
  The existing exercise equipment exhibits mechanical problems and has exceeded its useful life. Using a competitively bid contract under the National Joint Powers Authority Program, the City has secured a pricing quote for the installation of nine (9) new exercise equipment units at Recreation Park. The total cost of this equipment is $29,411.

  Additionally, pricing quotes were received for the removal of existing exercise equipment units and the installation of eight (9) new exercise equipment components at Recreation Park. The total cost of this work is $18,750.

As proposed, the City would purchase and install the new doors, playground surfacing and exercise equipment using competitively bid contracts through the GSA Advantage, US Communities, and National Joint Powers Authority purchasing agreements. These purchasing agreements are designed to give smaller agencies access to large, competitively priced contracts and help them realize cost savings they wouldn't have otherwise obtained by bidding alone. The City is a member of these programs and is able to utilize the competitive contracts to obtain cost savings. In accordance with the City's Purchasing Policy, the City Council may use a competitive bid conducted by another public agency to purchase goods and services. Known as "Piggybacking" on another contract, this process allows the City to receive the same competitively bid price without having to spend a significant amount of staff time to formally bid and purchase the same goods or services.

Schedule
If approved by the City Council, it is expected that work will take place in early spring 2016.

BUDGET IMPACT:

The total estimated cost for these improvements is $107,169. Funding is included in the City's approved Fiscal Year 2015 budget through the Housing Related Parks Program Grant and Quimby Funds.

Sources:

Fund	Account Number	Allocation
Housing Related Parks Grant	118-3697-0881	$176,550
Quimby Funds (Match)	019-xxxx-xxxx	$13,450
Total Sources:		**$190,000**

Uses:

Activity	Account Number	Cost
ADA Accessible Doors at Rec Park	019/118-423-0118-4600	$27,281
Playground Surfacing at Rec Park Tot Lot	019/118-423-0118-4600	$31,727
Exterior Exercise Equipment at Rec Park	019/118-423-0118-4600	$29,411
Removal of Equipment at Rec Park	019/118-423-0118-4600	$18,750
Subtotal Uses		**$107,169**
Expenditures-to-Date		
New HVAC Equipment at Rec Park	019/118-423-0118-4600	$73,031
Total Uses		**$180,200**

Grant funds must be fully expended by the end of this fiscal year.

CONCLUSION:

It is recommended that the City Council approve the purchase of related equipment and materials to complete enhancements at Recreation Park. These improvements will help to increase safety, accessibility, and park amenities available at Recreation Park.

ATTACHMENTS:

A. Pricing Quotations
B. Contract No. 1819

ATTACHMENT "A"

Great Western Park & Playground
P.O. Box 97
Wellsville, UT 84339
800.453.2735
www.gwpark.com

QUOTE
#82054

12/23/2015

PIP Retop Option 2

City of San Fernando
Attn: Ismael Aguila
117 Macneil St
San Fernando, CA 91340
Phone: 818-898-1290
Fax: 818-898-2155
iaguila@sfcity.org

Project #: P63134
Ship To Zip: 91340

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - Poured In Place Surfacing, Delivered & Installed - *3,300 sf, 1.5" Retop over existing pip* *50/50 Standard epdm blue and black* *Aromatic binder, Prevailing Wages* *Based on good job access, all one pad, No design* *Sub base/Site prep BY OTHERS*	$32,374.00	$32,374.00

Shipping to San Fernando, CA 91340.

SubTotal:	$32,374.00
Discount:	($647.48)
Total Amount:	**$31,726.52**

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

PIP Retop Option 2

QUOTE #82054

12/23/2015

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN.

PIP Retop Option 2

QUOTE #82054

12/23/2015

Order Information:

Bill To: _____

Company: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Tel: _____

Fax: _____

Ship To: _____

Project Name: _____

Attn: _____

Address: _____

City, State, Zip: _____

Contact: _____

Tel: _____

Fax: _____

Salesman's Signature_____

Customer's Signature_____

Greenfields Outdoor Fitness
Promoting Wellness & Fighting Obesity One Community at a Time.

National Recreation and Park Association

Official Award of Grant Notification

CONGRATULATIONS!

Greenfields Outdoor Fitness is proud to announce that

The City of San Fernando

is a recipient of the Go Greenfields Grant

Your Go Greenfields Grant award is $10,000.

Your total financial commitment is $29,410.90 (equipment and delivery).

Grant is awarded with the following terms and conditions: 1.) A purchase order must be received by 12/31/15. 2.) A 50% deposit must be received by 12/31/15. 3.) Grant awards are in-kind funds usable for purchase of exercise equipment only.

Your outdoor gym at San Fernando Regional Pool will feature the Greenfields Outdoor Fitness apparatuses per the attached quote.

We are excited to partner with you in the pursuit of a healthier tomorrow.

Sam Mendelsohn, President / CEO

November 24, 2015

Date

Customer Quotation

Greenfields Outdoor Fitness
2617 West Woodland Drive, Anaheim CA 92801 USA
T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Date	Quote #
11/23/2015	**6387**

Sold To	Ship To
City of San Fernando **Ismael Aguila** **117 Macneil Street** **San Fernando, CA 91340** **Tel:** **818-898-1290** *Fax:* **E-mail:** **IAguila@SFcity.org**	**San Fernando Regional Pool** **208 Park Ave** **San Fernando, CA 91340**

Project Name	Terms	Quote Valid Until	Rep
San Fernando Regional Pool	50% Deposit, Balance	12/31/2015	SM

Item	Description	Color	Qty	Rate	Total
GR2005-1-22	4-Person Pendulum, Abs & Dip Station	Green / Tan / Green	1	3,595.00	3,595.00T
GR2005-1-26	2-Person Cross Country Ski	Green / Tan / Green	1	3,595.00	3,595.00T
GR2005-1-42	2-Person Back & Arms Combo	Green / Tan / Green	1	3,995.00	3,995.00T
GR2005-1-47-W	2-Person Wheelchair Accessible Vertical Press	Green / Tan / Green	1	4,795.00	4,795.00T
GR2005-1-48-W	2-Person Wheelchair Accessible Lat Pull Down	Green / Tan / Green	1	4,795.00	4,795.00T
GR2005-1-48A-W	2-Person Wheelchair Accessible Chest Press	Green / Tan / Green	1	4,795.00	4,795.00T
GR2005-1-71	3-Person Static Combo - Sit-up, Pull-up, Dip Station	Green / Tan / Green	1	3,395.00	3,395.00T
GR2005-1-104	4-Person Leg Press	Green / Tan / Green	1	3,595.00	3,595.00T
GR2005-1-105	Announcement board	Green	1	1,450.00	1,450.00T
	Subtotal				34,010.00
GRANT 2015	GO GREENFIELDS GRANT			-10000.00	-10,000.00
Shipping				1,990.00	1,990.00
On-Site Supervisi...	On-Site Warranty Inspection & Supervision			1,250.00	1,250.00
	GRANT Terms: Purchase Order and a 50% Deposit are due by 12/31/2015. Shipping will be scheduled for 2016.				

FINANCING OPTIONS ARE NOW AVAILABLE. CALL FOR DETAILS.

COLOR SELECTION
Please be advised that there can only be one color for each welded assembly

CUSTOMER APPROVAL
I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order.

Name: _____ Date: _____

Signature: _____ PLEASE SIGN & FAX BACK TO: 866-308-9719

Subtotal	$27,250.00
Sales Tax (9.0%)	$2,160.90
Total	**$29,410.90**

GO GREENFIELDS GRANT
Terms & Conditions

The grant is awarded with the following terms and conditions:

1.) A purchase order must be received by 12/31/15.

2.) A 50% deposit must be received by 12/31/15.

3.) Grant awards are in-kind funds usable for purchase of exercise equipment only.

Once a PO is received, a Greenfields representative will contact you to coordinate shipment. Your order will be shipped per mutually agreed upon schedule in early 2016. Recipients using grant funds for more than one park will have all equipment shipped at the same time with orders for separate parks crated individually.

Greenfields Outdoor Fitness reserves the right to cancel grant awards if recipient fails to adhere to terms and conditions.

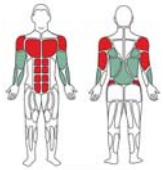
Please contact us at 888-315-9037 x123 or grants@greenfieldsfitness.com with any questions.

Greenfields Outdoor Fitness®

Promoting Wellness & Fighting Obesity One Community at a Time.™

4-PERSON PENDULUM, ABS & DIPS STATION

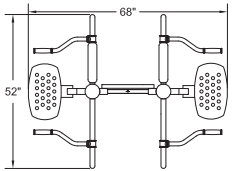
GR2005-1-22



Target muscles

Secondary muscles

- Strengthens upper body, biceps, forearms, lower back and abdominals
- Loosens hips and side
- Can be used by four people simultaneously



greenfieldsfitness.com/four-person-pendulum-abs-and-dips-video.html

VIEW THE VIDEO

01/19/2016 CC Meeting Agenda Page 397 of 442

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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10/19/2016 CC Meeting Agenda Page 398 of 442

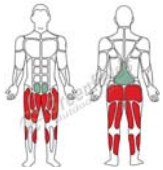
Greenfields Outdoor Fitness®

Promoting Wellness & Fighting Obesity One Community at a Time.™

TWO-PERSON CROSS COUNTRY SKI

GR2005-1-26

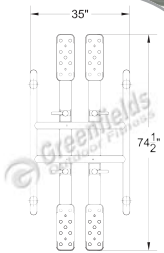
Equipped with SafeStop



Target muscles

Secondary muscles

- Strengthens leg muscles
- Improves cardiovascular endurance
- Helps recover some lost agility
- Great social activity



The Greenfields Advantage - this unit incorporates Safe-Stop technology for a workout that's smooth and hazard-free

VIEW THE VIDEO

greenfieldsfitness.com/two-person-cross-country-ski-video.html

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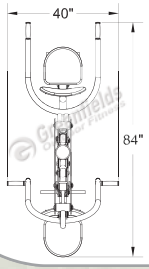
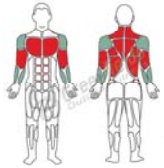
TWO-PERSON BACK & ARMS COMBO

GR2005-1-42





Target muscles

Secondary muscles

- Strengthens back, biceps, triceps and chest
- Can be used by two people simultaneously

VIEW THE VIDEO

greenfieldsfitness.com/two-person-back-and-arms-combo-video.html

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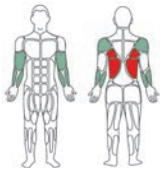
TWO-PERSON ACCESSIBLE VERTICAL PRESS

GR2005-1-47-W

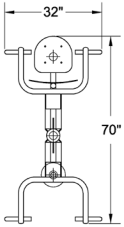
U.S. Patent 9,079,069 B1



Target muscles

Secondary muscles

Strengthens shoulder and arm muscles



greenfieldsfitness.com/accessible-vertical-press-video.html

VIEW THE VIDEO

Wheelchair-accessible side can also be used by able-bodied individuals!

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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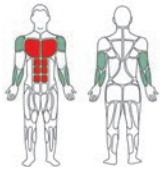
TWO-PERSON ACCESSIBLE CHEST PRESS

GR2005-1-48A-W

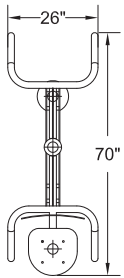
U.S. Patent 9,079,069 B1



Target muscles

Secondary muscles

Strengthens chest, shoulders, upper and mid abs, forearms and triceps



greenfieldsfitness.com/accessible-chest-press-video.html

VIEW THE VIDEO

Wheelchair-accessible side can also be used by able-bodied individuals!

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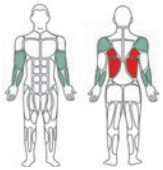
TWO-PERSON ACCESSIBLE LAT PULL

GR2005-1-48-W

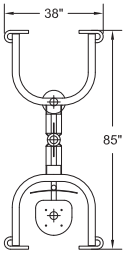
U.S. Patent 9,079,069 B1



Target muscles

Secondary muscles

Strengthens upper back, shoulders, biceps and core



greenfieldsfitness.com/accessible-lat-pull-video.html

VIEW THE VIDEO

Wheelchair-accessible side can also be used by able-bodied individuals!

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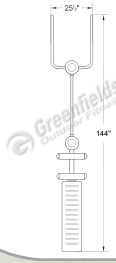
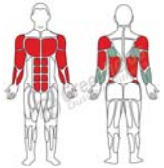
THREE-PERSON STATIC COMBO

GR2005-1-71





Target muscles

Secondary muscles

Strengthens upper back, shoulders, biceps and core

VIEW THE VIDEO

greenfieldsfitness.com/3-person-static-combo-video.html

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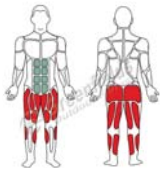
FOUR-PERSON LEG PRESS

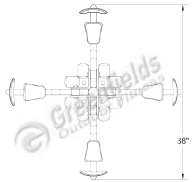
GR2005-1-104



Target muscles

Secondary muscles

- Strengthens abdominals and leg muscles, particularly quads and calves
- Great social activity
- Can be used by four people simultaneously



VIEW THE VIDEO

greenfieldsfitness.com/four-person-leg-press-video.html

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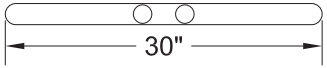
ANNOUNCEMENT SIGN

GR2005-1-105

Greenfields' Announcement Signs can be fully customized with text, design and logos for no additional charge. Signs can provide:

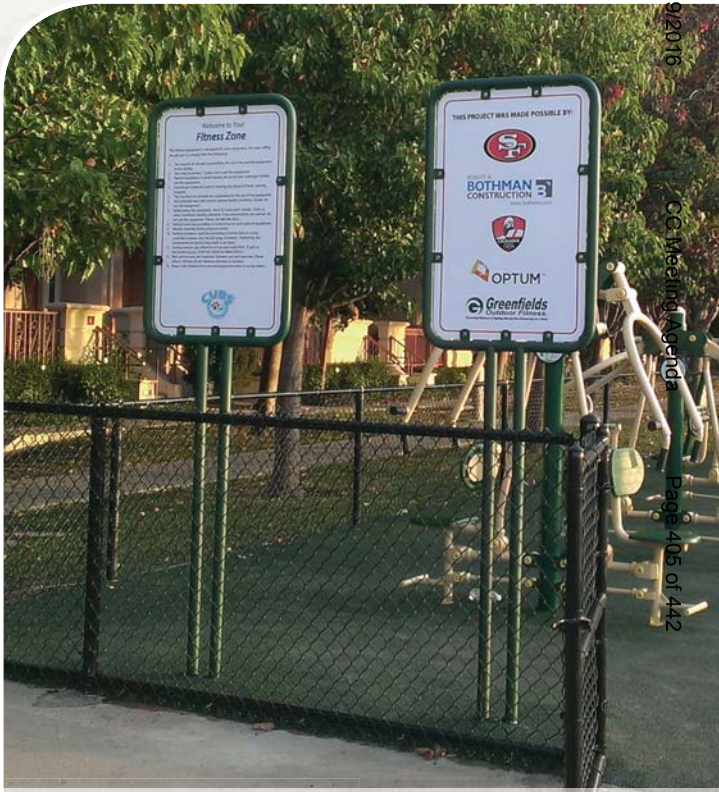
- Safety guidelines
- Workout suggestions
- Donor acknowledgement
- Healthy living guidelines



Sign frame dimensions:
30" x 43"

Sign board dimensions:
25.625" x 39"

Printable area dimensions:
23.625" x 37"



In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

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Montgomery Hardware Co.
Established 1917
Doors and Frames, Door Hardware, Security Products and Installation

STANLEY
Security Solutions

Cage # 3ZSE8
DUNS# 7965775

City Of San Fernando
San Fernando, CA 91340

Attn:

818-898-7301

Phone:

MAIN ENTRY & COM ROOM

Date: 11/20/2015
Quote#: **137332**

GSA Contract Holder
FSS Contract GS-07F-5835R

WE ARE PLEASED TO QUOTE "SIN 246-35-Products" AS FOLLOWS

Item	Catalog No. Description	UnitQty	UnitPrice	Total Amount
1	ALUMINUM PAIR DOOR: 6'-0" x 7'-10"__RHRA - DARK BRONZE - "SL-15" SERIES - BRONZE GLASS - PREP FOR CONT. HINGE + C.V.R DEVICE + CLOSER REINF @ BOTH LEAFS	1	2,995.00	2,995.00
2	ALUMINUM PAIR DOOR: 6'-0" x 7'-0"__RHRA - DARK BRONZE - "SL-15" SERIES - BRONZE GLASS - PREP FOR CONT. HINGE + C.V.R DEVICE + CLOSER REINF @ BOTH LEAFS	1	2,668.00	2,668.00
3	PEM_DHS83HD__DUR_CONTINUOUS HINGE	2	178.00	356.00
4	IVE_* HDWE___ 112HD-95-313_FULL MORTISE CONT. HINGE	2	125.50	251.00
5	VON_* HDWE___ CD9849EO x 96"__313_CABLE C.V.R. DEVICE	4	1,025.20	4,100.80
6	VON_110MD__313_CYLINDER ASS'Y	2	58.30	116.60
7	LCN_* HDWE___ 4642-695_AUTO EQUALIZER	4	2,810.50	11,242.00
8	BEA_10RD433___WIRELESS RECEIVER	2	56.00	112.00
9	SCH_20-079__613_IC RIM HOUSING	2	25.00	50.00
10	SCH_26-094__613_HOUSING LESS CORE	4	34.00	136.00
11	SCH_23-030-C__606_CORE ONLY	6	30.50	183.00
12	SCH_35-056-C___CNTRL KEY BLANKS	1	3.35	3.35
13	PEM_* HDWE___ 276D-72"-MSA_THRESHOLD	2	85.87	171.74
14	SPL_DS22 LITE FRAME STOP 96"__DUR_	1	62.16	62.16
15	IVE_* HDWE___ 8190HD-2-O-613_OFFSET PULL	4	78.80	315.20
16	PEM_18061DNB - 36"___BRUSH DOOR SWEEP	4	10.85	43.40
17	PEM_18061DNB - 84"___MEETING ASTRAGAL	2	25.33	50.66
18	PEM_* HDWE___ 18061DNB-96"_MULLION SEAL	2	28.94	57.88
19	INSTALLATION JLM	1	3,250.00	3,250.00
20	OUT FREIGHT ALUMINUM	1	500.00	500.00
21	BEA_10EMR61___6" ROUND PANTHER	4	154.00	616.00

Material: SIN 246-35	$27,280.79

PRICES INCLUDE

*Complete door survey

*Masterkey and Schematic Planning

*1 Operating key included with each combinated core

WHEN ORDERING, PLEASE SUPPLY SPECIFIC KEYING INFORMATION

Locking and latching hardware may be subject to ADA technical requirements concerning access for disabled persons. Conformance to such requirements, as well as other building safety code regulations, is the responsibility of the end user.

These commodities, technology or software may be exported or re-exported from the United States only in accordance with U.S. export administration regulations. Diversion contrary to U.S. law prohibited.

Contract #:GS-07F-5835R
Contract Period: June 1, 2010 to November 27, 2015
Prices quoted are effective for 90 Days
FOB Point: Destination
Warranty: Standard Commercial
Standard Delivery: 45 Days ARO. Expedited Shipping may be available. Please inquire
GSA Product - No tax, shipping or handling charges. Ship/Hand charges will only be applied on open market items

Business Size: Large
Payment Terms: Net 30
Government Purchase Cards: Accepted

BY: Greg Cook

8207 BROOKGREEN RD.
DOWNEY, CALIFORNIA 90240
562/708-0016 562/708-3586
Lic. # 951234

January 14, 2016

Mr. Ismael Aguila
Recreation & Community
Services Director
City of San Fernando

Proposal Rev1

Subject: Proposal for Installation of Outdoor Fitness Equipment

Description of Work: Install (9) New Outdoor Fitness Equipment

Scope of work:

Item 1

- Remove (E) outdoor fitness equipment and set aside equipment for city
- Remove and dispose of (E) footings
- Install (9) City furnished outdoor fitness equipment with new footings
- Install decomposed granite at depressed areas.

Item 1 - Lump Sum Price: $13,750.00

Alternative A

- Remove approx. 2" of (E) Decomposed granite and replace with 2" of new decomposed granite.

Alternative A - Lump Sum Price: $5,000.00

Total Lump Sum: $18,750.00

Prevailing wage is NOT included.
Please contact our office with any concerns regarding this matter.

Respectfully,

CEM Construction

Emigdio Carrillo Jr., M.S., P.E.
Project Engineer
P: 562 708 0016
emigdioc@cem-construction.com

THE CITY OF SAN FERNANDO

ATTACHMENT "B"
CONTRACT NO. 1819

PROFESSIONAL SERVICES AGREEMENT

CEM CONSTRUCTION

Installation of Outdoor Fitness Equipment

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of January 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and CEM CONSTRUCTION, a corporation (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.

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 SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of 30 days commencing from delivery of outdoor exercise equipment which is expected to arrive before March 1, 2016. Upon the conclusion of the Term, this Agreement may be extended to a maximum of 6 months with consent of the City Manager. 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

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule in Exhibit "A" which is hereinafter, the "Approved Rate Schedule."

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

aggregate sum of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($18,750 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, 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.

1.4 PAYMENT OF COMPENSATION: Following the completion of the project, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day 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 CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT 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.

II. PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Public Works Superintendent and Recreation and Community Services Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or

their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. 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.);

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

E. 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

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

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'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 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.

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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall have no authority, express or implied, to bind CITY in

any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to 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 shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall 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 shall 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 shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall 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 shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million

Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.

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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any

work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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.

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 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.

4.4 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 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 volunteers from and against any and all claims and

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

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

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

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall 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, shall 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") 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 5.2C 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 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. CONSULTANT shall cure the following Events of Defaults 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 Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks

called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (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 shall 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, shall 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 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.

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 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.

G. 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.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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 shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
CEM CONSTRUCTION	City of San Fernando
8207 Brookgreen Road.	Public Works
Downey, CA 90240	120 Macneil Street
Attn: Eddie Carrillo	San Fernando, CA 91340
Phone: 562-708-3586	Attn: Chris Marcarello
Email:eddiec@cemconstruction.com	Phone: 818-898-1237

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

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

6.6 SUBCONTRACTING: CONSULTANT shall 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, shall 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 shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall 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 shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

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

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

6.18 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 shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO

By: _____
Brian Saeki, City Manager

CEM CONSTRUCTION

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

EXHIBIT "A"

CEM CONSTRUCTION

8207 BROOKGREEN RD.
DOWNEY, CALIFORNIA 90240
562/708-0016 562/708-3586
Lic. # 951234

January 14, 2016

Mr. Ismael Aguila
Recreation & Community
Services Director
City of San Fernando

Proposal Rev1

Subject: Proposal for Installation of Outdoor Fitness Equipment

Description of Work: Install (9) New Outdoor Fitness Equipment

Scope of work:

Item 1

- Remove (E) outdoor fitness equipment and set aside equipment for city
- Remove and dispose of (E) footings
- Install (9) City furnished outdoor fitness equipment with new footings
- Install decomposed granite at depressed areas.

Item 1 - Lump Sum Price: $13,750.00

Alternative A

- Remove approx. 2" of (E) Decomposed granite and replace with 2" of new decomposed granite.

Alternative A - Lump Sum Price: $5,000.00

Total Lump Sum: $18,750.00

Prevailing wage is NOT included.
Please contact our office with any concerns regarding this matter.

Respectfully,

CEM Construction

Emigdio Carrillo Jr., M.S., P.E.
Project Engineer
P: 562 708 0016
emigdioc@cem-construction.com

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Fred Ramirez, Community Development Director

Date: January 19, 2016

Subject: Consideration to Adopt Urgency Ordinance No. U-1650 of the City of San Fernando Making Findings and Establishing an Interim Moratorium on the Application Filing, Processing, Approval and Issuance of Permits for Multiple-Family Dwelling Projects

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1650 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando Instituting An Interim Moratorium on the Application Filing, Processing, Approval and Issuance of Permits for Multiple-Family Dwelling Projects." This Ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

BACKGROUND:

1. On November 6, 2015, the City Council considered a request brought forth by Vice Mayor Sylvia Ballin for a "Moratorium on Any Multi-Unit Housing of Four Units or More". As part of the City Council discussion, concerns were raised about the potential impact of multiple family dwellings projects to the City's aging infrastructure inclusive of streets, water, sewer, lighting, et cetera. Subsequent to discussion, the City Council voted to direct City Staff and the City Attorney to bring back an urgency ordinance regarding multiple-family dwelling projects for consideration at the December 7, 2015 City Council Meeting.

2. On December 7, 2015, the City Council held a public hearing to discuss the possibility of implementing Urgency Ordinance No. 1649 that would have established a moratorium on the development of any new Multiple Family Dwelling Projects of three or more

units. Subsequent to City Council discussion a vote resulting in a vote of three in favor and two against the proposed urgency ordinance. Pursuant to Government Code 36937(b) the urgency ordinance was unable to garner the four-fifths vote for adoption and implementation.

3. Vice Mayor Ballin has requested that the item be placed on the agenda in order to allow the City Council to reconsider adoption of an urgency ordinance instituting an interim moratorium (Urgency Ordinance No. U-1650) on the application filing, processing, approval and issuance of permits for Multiple-Family Dwelling Projects. This urgency ordinance is introduced pursuant to Government Code Section 36937(b) and requires a four-fifths (4/5ths) vote for adoption.

The accompanying City analysis and conclusion have remained the same except for the identification of two new proposed multiple-family dwelling projects at 112 Alexander Street and 208 Jessie Street that were submitted on December 22, 2015 and discussed in further detail below in the preceding section noting the number of multiple family dwelling projects submitted for City review and approval from 2010-2015.

ANALYSIS:

<u>City Authority.</u>

The California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations. The authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare.

California Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council, Planning Commission, or Community Development Department is considering or studying or intends to study within a reasonable time.

<u>City Definitions of Multiple Family Dwelling and Dwelling.</u>

Multiple-Family Dwellings and Dwelling are defined in the City's Zoning Ordinance (Chapter 106 (Zoning), Article I, City Code Section 106-6 (Definitions)) as noted below:

> "*Dwelling, multiple-family* means a dwelling consisting of three or more dwelling units per lot, including townhouses, condominiums, apartments."

> *"Dwelling* means a building containing one or more dwelling units. A group quarters or other building or portion thereof devoted primarily to rooming units shall not be considered to be a dwelling."

The definition of Dwelling and Multiple-Family Dwelling have remained unchanged since the City's last comprehensive zoning ordinance update that occurred in June of 1987 (City Council Ordinance No. 1305).

Multiple-Family Dwelling Projects (2010-2015).

The following Multiple-Family Dwelling Projects have been entitled and/or built in the past five (5) years:

- 131 Park Ave. = 61 Units (Planning Commission Approved in 2010; Built in 2013)
- 1422 San Fernando Rd. = 20 Units (Council Approved in 2011; Built in 2013)
- 124 Harding Ave. = 29 Units (Council Approved in 2012; Built in 2015)
- 1501-1529 First St./Fermoore St. = 100 Units (Council Approved in 2012; Not Yet Built)
- 1011 Seventh St. = 16 Units (By-Right Project-City Approved in 2013; Built in 2014)
- 1140-1148 San Fernando Rd. = 101 Units (Council Approved in 2014; Not Yet Built)
- 1407 Celis St. = 6 Units (By-Right Project-City Approved in 2015; Not Yet Built)
- 1001 Glenoaks Blvd. = 6 Units (City Review 2015; Requires Commission/Council Approval)
- 112 Alexander St. = 14 Units (Site Plan Review currently underway; Requires City Staff Review and approval)
- 208 Jessie St. = 14 Units (Site Plan Review currently underway; Requires City Staff Review and approval)

Reasons for Considering A Moratorium Now.

Multiple factors affect council consideration of the proposed moratorium including:

- Decades of deferred maintenance on the City's infrastructure including streets, water, sewer and lighting, which have accompanied utility rate increases in water and sewer

infrastructure and associated short and long-term Capital Improvement Program (CIP) projects to upgrade said utilities;

- Pending participation in the Total Road Improvement Program, which will help expedite needed improvements to the local road and traffic infrastructure, which is expected to be approved in spring 2016;

- Pending completion of City Council-approved, 100% Closed Circuit Television (CCTV) assessment of City sewer system and implementation of identified point repairs and/or design of replacement of sewer line segments, which are to be initiated in spring 2016;

- Fee Study for City Services (projected completion by June of 2016) including possible creation of Development Impact Fees ("DIFs") to address project impacts on City infrastructure;

- Renewed interest in the development of multiple-family dwelling projects within the City's multiple family dwelling zones including R-3 (Multiple Family) zoned properties on Park Avenue, Jessie Street, First Street, and Harding Avenue and within the City's SP-4 (Corridors Specific Plan) zone which includes the commercial corridors on Maclay Avenue, San Fernando Road, and Truman Street;

- "Multiple-Family Dwelling Projects" approved over the past five years; and,

- Proposed update of the San Fernando Corridors Specific Plan and associated Environmental Impact Report (projected completion by July of 2016) as part of the proposed TOD Overlay Zone Project that will be considering the total number and potential zoning districts where multiple-family dwelling projects could be developed within the amended specific plan area and any potential environmental impacts that includes review of the potential impacts to City infrastructure.

The City expects additional request to develop Multiple-Family Dwelling Projects (defined by City Zoning Ordinance as "dwelling consisting of three or more dwelling units per lot, including townhouses, condominiums, apartments") will continue as demand for housing continues to increase local, regionally, and at the state level. City Planning staff is seeking a moratorium on the acceptance, processing, and approval of new Multiple-Family Dwelling Projects in order to provide a reasonable period of time to: study current conditions of City infrastructure; review City CIP projects related to streets, water, and sewer; consider current development fees and possible need for DIFs; and, assess potential impacts of new Multiple-Family Dwelling Projects built by right under the current zoning regulations or as part the proposed San Fernando Corridors Specific Plan Update/TOD Overlay Zone Project.

Based on the reasons noted above, the City Staff and the City Attorney recommend that the City Council adopt the attached Urgency Ordinance No. U-1650 at this time in order to establish a temporary moratorium on the acceptance, processing, and approval of applications and issuance of permits to construct Multiple-Family Dwelling Projects. The proposed Urgency Ordinance includes the following exceptions to the temporary moratorium for previously city-approved Multiple-Family Dwelling Projects:

- Multiple-Family Dwelling Projects that have been deemed approved by the City prior to the effective date of this temporary moratorium as it pertains to any required Site Plan Review Application for any by-right project under the City's Zoning Ordinance.

- Multiple-Family Dwelling Projects that have been deemed approved by the City prior to the effective date of this temporary moratorium that required a zone change, discretionary permit that was reviewed by the Planning and Preservation Commission and subsequently reviewed and approved by the City Council.

CEQA Compliance.

The proposed Urgency Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the proposed Urgency Ordinance has been determined to be exempt from CEQA review pursuant to Title 14, Sections 15061(b)(3), 15306, 15308, and 15378 of the California Code of Regulations.

BUDGET IMPACT:

Approval of this Urgency Ordinance is not expected to have any direct impact on the City's budget during the initial 45-day period, as the City staff time and the legal fees from the City Attorney's office for work on a permanent ordinance amendment would be covered under the current budget. Potential future extensions may result in a reduction in City General Fund revenue attributed to permit and development fees associated with new construction of Multiple-Family Dwelling Projects.

CONCLUSION:

Based on the aforementioned analysis, it is recommended that the City Council adopt the Urgency Ordinance No. U-1650 (Attachment "A"). The Urgency Ordinance allows City Staff and the City Attorney to study: the City infrastructure's current capacity and long-term service delivery needs; implementation of a multi-year CIP to address current on long-term infrastructure capacity needs; complete fee study update and review of possible DIFs to offset possible infrastructure impacts from Multiple-Family Dwelling Projects; and identify possible

opportunities to use Specific Plan Update as part of TOD Overlay Zone Project and associated EIR as a way of further identifying infrastructure impacts and needed mitigation measures resulting from new projects within the specific plan, planning area. In addition to the aforementioned analysis, City staff will undertake the following after City Council approval of the Urgency Ordinance:

- Issue a written status report to the City Council within 35 days describing the measures taken to alleviate the conditions which led to the adoption of the proposed Urgency Ordinance; and

- Notice a Public Hearing to occur within 45 days that will consider the extension of the proposed Urgency Ordinance if necessary.

ATTACHMENT:

A. Urgency Ordinance No. U-1650

ATTACHMENT "A"

URGENCY ORDINANCE NO. U-1650

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INSTITUTING AN INTERIM MORATORIUM ON THE APPLICATION FILING, PROCESSING, APPROVAL AND ISSUANCE OF PERMITS FOR MULTIPLE-FAMILY DWELLING PROJECTS

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan; and

WHEREAS, pursuant to California Government Code section 65580 et seq. (Housing Elements), the Regional Housing Need Assessment (RHNA) Allocation Plan—prepared by the Southern California Association of Governments and approved by the state Department of Housing and Community Development—has identified for the City of San Fernando a housing growth need of 217 units projected from 2014 to 2021; and

WHEREAS, based on existing and anticipated development, the City continues to make quantifiable progress toward achieving its assigned share of housing units; and

WHEREAS, the City's General Plan 2013-2021 Housing Element and 2005 San Fernando Corridors Specific Plan (the "Specific Plan") envision, among other things, residential development potential along major commercial corridors, in Zone R-3 (Multiple Family), and near the Metrolink Station, and the City is now in the process of updating the Specific Plan and preparing an environment impact report (EIR); and

WHEREAS, a Sanitary Sewer Management Plan Report prepared for the City in 2013 identified the need for a System Evaluation and Capacity Assurance Plan to assess the hydraulic capacity of major sewers, and to develop and implement a sewer master plan; and in March of 2014, the City completed the *Final Report for the Sewer Master Plan*, which included goals to identify system deficiencies, needed upgrades based on current and future growth needs as well as mapping of said infrastructure, and a timeframe for developing a short and long-term Capital Improvement Program (CIP) to make said needed repairs, upgrades, and accommodate projected growth; and

WHEREAS, the City Public Works Department 2011 *Proposal to Increase Water and Sewer Rates* identified nitrate removal from two active water wells that draw from the Sylmar Groundwater Basin and provide the community with potable water as a reason for rate increase; and

WHEREAS, the 2010 City of San Fernando Urban Water Management Plan notes that the City's groundwater rights are fixed at 3,405 Acre Feet per Year (AFY); and

WHEREAS, the 2005 Specific Plan and the proposed 2015 Specific Plan facilitate multiple family dwelling projects that may increase water demand, which may require additional groundwater production and water purchase; and

WHEREAS, drought conditions in California and the statewide 25 percent water use reduction mandate for cities requires the City of San Fernando to reduce its water consumption; and

WHEREAS, the reliability of the City's water supply is based on capacity and condition of its infrastructure, as well as demand, which is affected by land use regulations; and

WHEREAS, every two years, the City prepares a Pavement Management System ("PMS") that evaluates roads and classifies their condition. The 2014 PMS rated approximately 32 percent of the City's streets at below 55 (out of 100), which is "Fair" with "moderate distress; severe weathering," and altogether identified approximately $17.8 million in deferred street maintenance; and

WHEREAS, during Fiscal Year 2015-16, approximately $2.9 million has been budgeted for road-related improvements that include design and construction for 12 streets, plus traffic, pedestrian safety, streetscape, and bicycle improvements, and aided by the City's participation in the Total Road Improvement Program utilizing Measure R Local Return Transportation funds; and

WHEREAS, the City's short and long-term Capital Improvements Program (CIP) foresees multi-year, multi-million dollar projects to improve roads, sidewalks and landscaping, in conjunction with water well and water main upgrades, storm drain, and sewer infrastructure—in accordance with state Water Board-required Sewer System Management Plan (SSMP) and Storm Water Pollution Prevention Plan (SWPPP)—as well as traffic safety, parks and facilities; and

WHEREAS, the City Council desires to study the demands of development on the City's infrastructure; and to study the potential need for additional public facilities to accommodate future development; and to consider impact fees commensurate with the demands of new development to protect the public health, safety and welfare; and

WHEREAS, the City Council recognizes that City Staff must analyze the data from these assessments, improvement plans, and complete the Specific Plan environmental review process (i.e., preparation of a Program Environmental Impact Report), and respond with appropriate potential regulations and mitigation measures; and

WHEREAS, the City seeks to suspend the approval of multiple-family residential development to provide time to study and develop regulations, mitigation measures, and engineering and planning practices that will balance development with infrastructure capacity; and

WHEREAS, the City desires to acknowledge those development projects that have substantially received the approvals they require to permit construction; and

WHEREAS, the City Council desires to direct Community Development Department Staff and Public Works Department Staff to conduct the necessary studies and to report their findings to both the Planning and Preservation Commission and the City Council within a reasonable time; and

WHEREAS, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that is in conflict with a contemplated general plan update, specific plan update, or zoning proposal that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time.

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Definition. The term "Dwelling, multiple-family" shall be as defined in Zoning Ordinance section 106-6.

SECTION 3. Moratorium.

A. The City Council declares a moratorium on the application filing, processing, approval and issuance of permits for any multiple-family dwelling project.

B. The moratorium shall be effective for the period set forth in this Urgency Ordinance unless extended or repealed by the City Council.

SECTION 4. Moratorium Exemption. The moratorium shall not apply to any project that has secured at least one of the following approvals prior to the effective date of this ordinance:

(i) Site Plan Review Application.

(ii) Zone change.

SECTION 5. Hardship Exemption.

A. The City Council has the authority but no obligation to grant exemptions from the provisions of this Urgency Ordinance where it finds that strict adherence to the moratorium would result in extreme hardship to either the developer or property owner. The City Council may consider any factor relevant to this determination. A finding that the moratorium deprives the owner of all economically viable use of the property shall constitute extreme hardship.

B. Written requests for hardship exemptions shall be filed with the Community Development Department and shall state the grounds for the exemption and provide supporting documentation. The City Council is not required to consider the request any sooner than two weeks after it was filed. The City Council shall approve, approve with conditions, or deny the request by resolution.

SECTION 6. Urgency Findings. This Urgency Ordinance is adopted as an urgency measure pursuant to Government Code Section 65858 and is justified based upon the recitals herein, all evidence in the record, and on the following findings:

A. There is a current and immediate threat to the public health, safety, or welfare, and the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare:

A report to the City Council by the Public Works Director, dated August 3, 2015, details the need to inspect 74 percent of the City's sanitary sewer system (approximately 164,000 feet in length) with remote-controlled cameras, to locate damaged pipes and generally to assess the system's condition. The City's sewer system provides wastewater service to approximately 25,000 people, in addition to many commercial and industrial customers. The City's Capital Improvements Program (CIP) has budgeted nearly $1.4 million for sewer capacity improvements in accordance with the state Water Board-required Sewer System Management Plan (SSMP), which identified $10.7 million in sewer maintenance and improvement costs.

In addition, the CIP foresees projects to improve roads, sidewalks and landscaping, in conjunction with water, sewer, and storm drain infrastructure, in accordance with the state Water Board-required Storm Water Pollution Prevention Plan (SWPPP), as well as traffic safety, parks and facilities.

Multiple factors have affected the City's sewer infrastructure including decades of deferred maintenance, the need to implement a Fats, Oils, and Greases Control Plan, and the need to design and upgrade the existing system to meet deficient capacity and accommodate growth. Insufficient sewer capacity can cause sewage backups into homes, and sewage poses a significant threat to human health. The City must complete its system-wide inspection, assessment, and any required sewer capacity improvements before the approval of more multiple family dwelling projects places further demands on the system. Approving new multi-unit projects before this work is accomplished would create greater uncertainty as it relates to project related impacts to our sewer system, and as such presents a current and immediate threat to health and safety.

Multiple factors also affect the City's continued access to sufficient water supply which comes from local groundwater and imported water. Reliability of the City's water supply is based on the capacity and condition of infrastructure. Such conditions are affected by, among other things: groundwater contaminants, water well maintenance, and years of deferred maintenance, in general. Furthermore, reliable water supply is impacted by seasonal demand

affected by drought, and by population growth under land use regulations, including those in the Specific Plan and proposed amendments.

Deferred maintenance of the City's street infrastructure have resulted in repairs totaling approximately $17.8 million. The average citywide roadway conditions are rated Good with slight distress and weathering, while 32 percent of streets have an overall pavement condition rating of below 55, which is Fair with moderate distress and/or severe weathering. Hence, any further demand on the City's roadways from new multiple family dwelling projects requires further analysis, and development and consideration of mitigation measures, impact fees, and short and long-term planning to maintain and reduce deterioration of the City's roadways.

The City Council finds that the establishment of new multiple family development within the City, before the City has completed its analysis of the current state of the City's infrastructure, presents a current and immediate threat to health and safety.

The approval of additional permits or other land use entitlement for new multi-unit residential development would result in that threat to public health, safety, or welfare because, without the benefit of new regulations and engineering and planning practices in place (e.g. impact fees and mitigation measures), the demands of the new development threaten to harm or overwhelm the City's infrastructure. This includes roads, traffic controls, water, sewer, and storm drains.

B. The continued approval of the development of multiple-family housing projects would have a specific, adverse impact upon the public health or safety:

The continued approval of the development of multiple-family dwelling projects have the potential to strain public safety, schools, roads, water and sewers in the City in the absence of adequate analysis of the state of the City's infrastructure and need for additional public facilities. The demands of new development threaten to harm or overwhelm the City's infrastructure. This includes roads, traffic controls, water, sewer, and storm drains, which are or will be improved as part of the CIP.

Insufficient sewer capacity can cause sewage backups into homes, and sewage poses a significant threat to human health. In addition, insufficient water supply may result in lack of emergency water services to fight fires and limits citywide access to potable water for residential, commercial and industrial uses.

Overall infrastructure capacity may be further exacerbated by new approvals of multiple-family dwelling projects before the City has completed its assessment and repair of the sewer, water, and street systems and can implement new development impact fees, and improve standards that mitigate impacts on these types of infrastructure.

C. This interim moratorium is necessary to mitigate or avoid the specific, adverse impact identified above:

The City Council finds that a temporary moratorium on the application filing, processing, approval and issuance of permits for multiple-family dwellings is necessary to allow the City sufficient time to study and develop comprehensive regulations, mitigation measures, and engineering and planning practices that will balance development with infrastructure capacity and other public facilities.

When a city prepares to adopt new development regulations, there is the risk of a rush of new development applications in an attempt to beat the new regulations. The moratorium on multi-unit residential development permits, while the City studies and updates its current regulations, would prevent such applications from defeating the purpose of any new regulations the City may consider.

D. There is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impact identified above as well or better, with a less burdensome or restrictive effect, than the adoption of the proposed interim moratorium:

This moratorium will afford the City a reasonable amount of time to complete its analysis of the state of the City's infrastructure, determine the need for additional public facilities to accommodate future development, and develop appropriate potential regulations, mitigation measures, and impact fees commensurate with the demands of the new development.

Faced with the choice of allowing new multi-unit residential development to proceed without the benefit of this vital analysis, or suspending such approvals for the term of this moratorium, the City finds that only the proposed suspension will mitigate or avoid the specific, adverse impacts identified in the findings above. Accordingly, the City Council finds that there is no feasible alternative to this interim moratorium.

SECTION 7. CEQA. This Urgency Ordinance is exempt from the California Environmental Quality Act ("CEQA") based on the following:

A. This Urgency Ordinance is not a "project" within the meaning of Section 15378 of the CEQA Guidelines as it has no potential for resulting in a physical change in the environment, either directly or indirectly.

B. This Urgency Ordinance is categorically exempt from CEQA under Section 15306 of the CEQA Guidelines, as it provides for basic data collection and research regarding the City's infrastructure and development regulations, and is limited to information gathering leading to an action which the City has not yet approved or funded.

C. This Urgency Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines, as it is a regulatory action by the City and authorized by the Zoning Ordinance and Government Code Section 65858 to assure the maintenance and protection of the environment and adoption of contemplated legislation, regulation, and policies.

D. This Urgency Ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the

potential for causing a significant effect on the environment. For the reasons described above, it can be seen with certainty that there is no possibility that this Urgency Ordinance will have a significant effect on the environment.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency 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 Urgency 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. Effective Date. Pursuant to Government Code section 36937, this Urgency Ordinance shall become effective immediately upon adoption if adopted by at least four-fifths vote of the City Council and shall be in effect for 45 days from the date of adoption unless extended by the City Council as provided for in Government Code section 65858.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 19th day of January, 2016.

_____
Joel Fajardo, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez, City Attorney

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

I, ELENA CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 19th day of January, 2016, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Elena G. Chávez, City Clerk