



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
DECEMBER 1, 2014 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Mayor Pro Tem Robert C. Gonzales
Councilmember Jesse H. Avila
Councilmember Joel Fajardo
Councilmember Antonio Lopez

PLEDGE OF ALLEGIANCE

Police Explorer Michael Hernandez

APPROVAL OF AGENDA

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.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 1, 2014**Page 2 of 5

1) CONSIDERATION TO ADOPT RESOLUTION NO. 14-121 APPROVING THE WARRANT REGISTER**2) CONSIDERATION TO APPROVE CALENDAR YEAR 2015 BUSINESS LICENSE PERMITS FOR CERTAIN BUSINESS TYPES AS REQUIRED BY THE CITY CODE**

Recommend that the City Council approve the 2015 Business License Permits for businesses falling within certain business types, as required by Article III of Chapter 22 of the City Code.

3) CONSIDERATION TO ADOPT RESOLUTION NO. 7662 SETTING THE STATUTORY MAXIMUM FOR CITY COUNCILMEMBERS' SALARY

Recommend that the City Council adopt Resolution No. 7662 setting the statutory maximum for City Councilmembers' salary at the current amount of \$580 per month.

4) CONSIDERATION TO ADOPT RESOLUTION NO. 7663 ADOPTING CONFLICT OF INTEREST CODE AMENDMENTS

Recommend that the City Council adopt Resolution No. 7663 adopting Conflict of Interest Code amendments.

5) CONSIDERATION TO APPROVE A THREE-YEAR CO-PRODUCTION AGREEMENT WITH THE FORD THEATRE FOUNDATION FOR IMPLEMENTATION OF YEARLY JAZZED AND MOTIVATED (JAM) SESSIONS

Recommend that the City Council:

- a. Approve a three-year Co-Production Agreement (Contract No. 1775) between the City and the Ford Theatre Foundation for implementation of yearly JAM Sessions; and
- b. Authorize the City Manager to execute the Agreement.

PUBLIC HEARING**6) CONSIDERATION TO APPROVE ALLOCATION OF CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR (FY) 2015-2016**

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony;

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 1, 2014**Page 3 of 5

- b. Adopt Resolution No. 7661 approving the allocation of City CDBG Funds for Street Improvement Program and Projects in FY 2015-2016; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval.

ADMINISTRATIVE REPORTS**7) CONSIDERATION TO APPROVE CONCEPTUAL DESIGN OF LANDSCAPING AND WATER CONSERVATION ENHANCEMENTS ON BRAND BOULEVARD MEDIANS**

Recommend that the City Council:

- a. Provide input and direction related to the proposed conceptual design for water conservation and landscaping enhancements on the Brand Boulevard medians;
- b. Authorize the City Manager to proceed with landscaping design plans for the Brand Boulevard medians; and
- c. Authorize the City Manager, or designee, to apply for turf removal rebates and other available grant funding through the Metropolitan Water District to fund landscaping enhancements.

8) CONSIDERATION TO AUTHORIZE INCREASE IN SCOPE OF WORK WITH MS NAVARRO ENGINEERING AND INCREASE IN PROJECT BUDGET FOR NITRATE REMOVAL PROJECT

Recommend that the City Council:

- a. Authorize the City Manager, or designee, to approve a contract amendment (Contract No. 1725(a)) and necessary change orders with MS Navarro Engineering in the amount of \$96,316 for a total contract amount to \$553,146;
- b. Authorize an additional construction contract contingency of \$53,415 for unforeseen construction costs for the remainder of the project and authorize the City Manager, or designee to execute necessary change orders; and
- c. Adopt Resolution No. 7657 approving a budget appropriation in the amount of \$149,731 from the Water Fund to fund the increased contract costs in the amount of \$96,316 and additional construction contingency of \$53,415.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 1, 2014**Page 4 of 5

9) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC. FOR PARKING CITATION PROCESSING SERVICES

Recommend that the City Council:

- a. Approve a three-year Professional Services Agreement (Contract No. 1774), with two optional one-year extensions, between the City and Turbo Data Systems, Inc. for Parking Citation Processing Services and to liaison between Department of Motor Vehicles, Franchise Tax Board and third party collections; and
- b. Authorize the City Manager to execute the Agreement.

10) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GOLDEN TOUCH CLEANING INCORPORATED FOR JANITORIAL SERVICES

Recommend that the City Council:

- a. Approve a three-year Professional Services Agreement (Contract No. 1772), with a maximum of two one-year options, between the City and Golden Touch Cleaning Incorporated in the amount of \$138,000 for janitorial services; and
- b. Authorize the City Manager to execute the Agreement.

11) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KNIGHT COMMUNICATIONS FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES

Recommend that the City Council:

- a. Approve a three-year Professional Services Agreement (Contract No. 1773), with two optional one-year extensions, between the City and Knight Communications, for an amount not-to-exceed \$120,000 per year plus up to 10% (\$12,000) per year for additional work requested by the City; and
- b. Authorize the City Manager to prepare and execute the Agreement.

COMMITTEE/COMMISSION LIAISON UPDATES**GENERAL COUNCIL COMMENTS**

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – December 1, 2014**Page 5 of 5

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: November 26, 2014 (2:00 pm)

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

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Regular Meeting

San Fernando City Council

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Adopt Resolution No. 14-121 Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 14-121 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. 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 has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 14-121

ATTACHMENT "A"**RESOLUTION NO. 14-121****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 14-121****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 1st day of December, 2014.

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 1st day of December, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 5 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108084 | 12/1/2014 | 101599 IMAGE 2000 CORPORATION | (Continued) | | | |
| | | | VN418402 | | 104-420-0000-4260 | 21.09 |
| | | | | | RISO INK | |
| | | | | | 001-420-0000-4300 | 41.97 |
| | | | | | Total : | 84.15 |
| 108085 | 12/1/2014 | 101666 DE LAGE LANDEN FINANCIAL SERVS | 43328161 | | NOV'14 LEASE PAYMENT - VARIOUS CO | |
| | | | | | 001-190-0000-4320 | 443.64 |
| | | | | | 001-420-0000-4260 | 405.44 |
| | | | | | 103-420-0000-4260 | 101.36 |
| | | | | | 104-420-0000-4260 | 101.36 |
| | | | | | 072-360-0000-4290 | 146.70 |
| | | | | | Total : | 1,198.50 |
| 108086 | 12/1/2014 | 101764 KEYSTONE UNIFORM DEPOT | 12767 | | UNIFORMS | |
| | | | | | 001-222-0000-4300 | 1,294.81 |
| | | | | | Total : | 1,294.81 |
| 108087 | 12/1/2014 | 101971 L.A. MUNICIPAL SERVICES | 0047501000 | | ELECTRIC - 13003 BORDEN | |
| | | | | | 070-384-0000-4210 | 784.50 |
| | | | 4947501000 | | WATER - 12900 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 364.08 |
| | | | 5007501000 | | ELECTRIC & LIGHTING - 13655 FOOTHILL | |
| | | | | | 070-384-0000-4210 | 177.81 |
| | | | 5947501000 | | ELECTRIC - 12900 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 5,269.18 |
| | | | 6577501000 | | ELECTRIC - 14060 SAYRE ST | |
| | | | | | 070-384-0000-4210 | 12,663.17 |
| | | | 6947501000 | | WATER - 13180 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 10.13 |
| | | | 7577501000 | | WATER - 14060 SAYRE ST | |
| | | | | | 070-384-0000-4210 | 72.66 |
| | | | 7947501000 | | ELECTRIC - 13186 DRONFIELD | |
| | | | | | 070-384-0000-4210 | 84.54 |
| | | | | | Total : | 19,426.07 |
| 108088 | 12/1/2014 | 101974 LOS ANGELES COUNTY | OCT 2014 | | DEPT OF ANIMAL CARE & CONTROL FE | |

Page: 5

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 6 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108088 | 12/1/2014 | 101974 LOS ANGELES COUNTY | (Continued) | | | |
| | | | | | 001-190-0000-4260 | 3,841.49 |
| | | | | | Total : | 3,841.49 |
| 108089 | 12/1/2014 | 102007 L.A. COUNTY SHERIFFS DEPT. | 151507ST | | PRISONER MEALS - OCT 2014 | |
| | | | | | 001-225-0000-4350 | 782.55 |
| | | | | | Total : | 782.55 |
| 108090 | 12/1/2014 | 102148 METROPOLITAN WATER DISTRICT | 8153 | | SEPTEMBER 2014 CAPACITY CHARGE | |
| | | | | | 070-384-0000-4450 | 2,938.33 |
| | | | 8181 | | OCTOBER 2014 CAPACITY CHARGE | |
| | | | | | 070-384-0000-4450 | 2,938.33 |
| | | | | | Total : | 5,876.66 |
| 108091 | 12/1/2014 | 102226 MISSION LINEN & UNIFORM | 140171543 | | LAUNDRY | |
| | | | | | 001-225-0000-4350 | 264.13 |
| | | | 140172891 | | LAUNDRY | |
| | | | | | 001-225-0000-4350 | 260.18 |
| | | | 140173677 | | LAUNDRY | |
| | | | | | 001-225-0000-4350 | 247.78 |
| | | | 140174266 | | LAUNDRY | |
| | | | | | 001-225-0000-4350 | 278.95 |
| | | | 140174983 | | LAUNDRY | |
| | | | | | 001-225-0000-4350 | 161.79 |
| | | | | | Total : | 1,212.83 |
| 108092 | 12/1/2014 | 102260 MOORE MEDICAL LLC | 82604309 | | MEDICATIONS FOR FIRST AID KIT | |
| | | | | | 001-225-0000-4350 | 406.26 |
| | | | 82608307 | | MEDICATIONS | |
| | | | | | 001-225-0000-4350 | 157.16 |
| | | | | | Total : | 563.42 |
| 108093 | 12/1/2014 | 102366 NEUMANN, DWIGHT PH.D. | 111414DN | | TRANSLATION SERVICES FORTOD WC | |
| | | | | | 001-150-0000-4270 | 200.00 |
| | | | | | Total : | 200.00 |
| 108094 | 12/1/2014 | 102387 K.R. NIDA CORPORATION | 27286 | | 2-WAY RADIO REPLACEMENT | |

Page: 6

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 9 |
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| 108102 | 12/1/2014 | 102929 ROYAL PAPER CORPORATION | 4477801 | | CLOROX HAND SANITIZER 070-384-0301-4300 | 76.30 |
| | | | | | Total : | 76.30 |
| 108103 | 12/1/2014 | 102930 ROYAL WHOLESALE ELECTRIC | 8901-706671 | | STREET LIGHTING MATERIAL & WIRE F 027-344-0301-4300 | 411.90 |
| | | | | | Total : | 411.90 |
| 108104 | 12/1/2014 | 103010 SAM'S CLUB DIRECT, #0402465855179 | 521 | | KITCHEN SUPPLIES 001-222-0000-4300 | 90.27 |
| | | | 7009 | | REFRESHMENTS FOR TOD WORKSHO 001-150-0000-4300 | 17.99 |
| | | | | | Total : | 108.26 |
| 108105 | 12/1/2014 | 103052 SAN FERNANDO POLICE DEPT. | REIMB. | | REIMB OF ACQUISITION OF COPYRIGHT 001-226-0230-4430 | 386.95 |
| | | | | | Total : | 386.95 |
| 108106 | 12/1/2014 | 103057 SAN FERNANDO VALLEY SUN | 9125 | | NOTICE OF ELECTION 001-116-0000-4230 | 140.63 |
| | | | | | 001-150-0000-4230 | 78.13 |
| | | | | | 001-130-0000-4300 | 265.63 |
| | | | 9126 | | PUBLICAITON OF CDBG FUNDS 001-150-0000-4230 | 403.14 |
| | | | | | Total : | 887.53 |
| 108107 | 12/1/2014 | 103184 SMART & FINAL | 159592 | | MOCHA MIX 001-222-0000-4300 | 7.98 |
| | | | 189696 | | ENP SUPPLIES COFFEE, CUPS, SUGAR 115-422-3750-4300 | 179.51 |
| | | | | | Total : | 187.49 |
| 108108 | 12/1/2014 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 2-00-990-4764 | | ELECTRIC - LOT 3, 5 & 8 029-335-0000-4210 | 188.48 |
| | | | 2-01-013-4674 | | ELECTRIC - 1010 TRUMAN 029-335-0000-4210 | 88.88 |
| | | | 2-01-202-1895 | | ELECTRIC - PICO | |

Page: 9

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 10 |
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| 108108 | 12/1/2014 | 103202 SOUTHERN CALIFORNIA EDISON CO. | (Continued) | | 027-344-0000-4210 | 61.22 |
| | | | 2-01-202-2836 | | ELECTRIC - SAN FERNANDO OWNED 027-344-0000-4210 | 3,551.36 |
| | | | 2-01-202-2844 | | ELECTRIC - GLENOAKS/GRISWOLD & I 027-344-0000-4210 | 15,476.35 |
| | | | 2-01-578-4580 | | ELECTRIC - 117 MACNEIL 001-390-0310-4210 | 2,436.80 |
| | | | 2-02-542-9051 | | ELECTRIC - VARIOUS LOCATIONS 001-371-0000-4210 | 1,772.92 |
| | | | 2-02-6+82-3781 | | ELECTRIC - 60 JESSIE & 573 GLENOAK 070-384-0000-4210 | 170.21 |
| | | | 2-02-682-6099 | | ELECTRIC - TRUMAN/KITTRIDGE 001-341-0000-4210 | 26.03 |
| | | | 2-02-682-6982 | | ELECTRIC - 910 FIRST 001-222-0000-4210 | 5,524.35 |
| | | | 2-02-682-7303 | | ELECTRIC - 120 MACNEIL 001-390-0450-4210 | 600.04 |
| | | | | | 070-381-0000-4210 | 302.67 |
| | | | | | 072-360-0000-4210 | 302.67 |
| | | | 2-02-682-7675 | | ELECTRIC - VARIOUS LOCATIONS 001-420-0000-4210 | 2,745.13 |
| | | | 2-09-695-4938 | | ELECTRIC- 1ST/MACNEIL 029-335-0000-4210 | 72.65 |
| | | | 2-10-977-8985 | | ELECTRIC - 505 S HUNTINGTON 001-420-0000-4210 | 1,801.61 |
| | | | 2-10-977-9207 | | ELECTRIC - 900 1/2 FIRST, 1041 1/2 001-390-0470-4210 | 101.30 |
| | | | 2-15-631-7257 | | ELECTRIC - BRAND/3RD & 1202 PICO 001-371-0000-4210 | 43.70 |
| | | | | | 029-335-0000-4210 | 63.04 |
| | | | 2-23-785-7941 | | ELECTRIC - 858 HARDING 001-420-0000-4210 | 326.31 |
| | | | 2-29-448-1197 | | ELECTRIC - 120 MACNEIL 001-320-3661-4210 | 1,860.56 |
| | | | 2-29-831-3149 | | ELECTRIC - 1101 SEVENTH 027-344-0000-4210 | 51.83 |

Page: 10

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 11 |
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| 108108 | 12/1/2014 | 103202 SOUTHERN CALIFORNIA EDISON CO. | (Continued) 2-29-831-3271 | | ELECTRIC - 1103 EIGHTH 027-344-0000-4210 | 51.96 |
| | | | 2-29-996-0153 | | ELECTRIC - 501 FIRST 001-390-0450-4210 | 645.66 |
| | | | 2-33-221-1176 | | ELECTRIC - 1117 2ND 027-344-0000-4210 | 30.29 |
| | | | 2-33-746-5215 | | ELECTRIC - 190 PARK 027-344-0000-4210 | 517.66 |
| | | | | | Total : | 38,813.68 |
| 108109 | 12/1/2014 | 103205 THE GAS COMPANY | 04232069007 | | GAS - 910 FIRST 001-222-0000-4210 | 99.49 |
| | | | 08422032493 | | GAS - 505 S HUNTINGTON 001-420-0000-4210 | 37.38 |
| | | | 08852064008 | | GAS - 117 MACNEIL 001-310-0000-4210 | 59.45 |
| | | | 09062064002 | | GAS - 120 N MACNEIL 070-381-0000-4210 | 4.99 |
| | | | | | 072-360-0000-4210 | 4.99 |
| | | | | | 001-390-0450-4210 | 9.96 |
| | | | 1829201358 | | GAS - 519 S BRAND 001-420-0000-4210 | 17.91 |
| | | | | | Total : | 234.17 |
| 108110 | 12/1/2014 | 103349 THE HOUSE OF PRINTING, INC. | 148802 | | #10 WINDOW ENVELOPES AND #9 RET 001-130-0000-4300 | 625.25 |
| | | | | | Total : | 625.25 |
| 108111 | 12/1/2014 | 103375 TIMEMARK INCORPORATED | 115000 | | ROAD TUBES, CLAMPS, END PLUGS 001-370-0000-4300 | 511.06 |
| | | | | | Total : | 511.06 |
| 108112 | 12/1/2014 | 103444 ULTRA GREENS, INC | 53789 | | MULCH FOR MACLAY BULBOUT PLANT 011-311-7510-4300 | 48.46 |
| | | | | | Total : | 48.46 |

Page: 11

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 12 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108113 | 12/1/2014 | 103463 U.S. POSTMASTER | DEMAND | | PRESORTED FIRST CLASS POSTAGE-I 070-382-0000-4300 | 621.46 |
| | | | | | 072-360-0000-4300 | 621.46 |
| | | | | | Total : | 1,242.92 |
| 108114 | 12/1/2014 | 103539 VALLEY POWER EQUIPMENT | 0315 | | SERVICE SMALL MOTOR - WA4573B 070-383-0000-4400 | 123.72 |
| | | | 0316 | | VALVE MACHINE FOR WATER VALVES 070-383-0000-4400 | 552.43 |
| | | | 0317 | | MAJOR SERVICE & CARB, EXHAUST M 070-383-0000-4400 | 754.86 |
| | | | | | Total : | 1,431.01 |
| 108115 | 12/1/2014 | 103694 WILLDAN ASSOCIATES | 00612919 | | ON-CALL TRAFFIC ENGINEERING SER 001-310-0000-4270 | 450.00 |
| | | | | | Total : | 450.00 |
| 108116 | 12/1/2014 | 103738 YOSEF AMZALAG SUPPLY | 12126611 | | IRRIGATION REPAIRS @ BRAND 001-390-0410-4300 | 139.31 |
| | | | 12127726 | | VALVE REPLACED @ REC PARK 001-390-0410-4300 | 196.33 |
| | | | 12128079 | | IRRIGATION VALVE REPLACED @ LOPI 001-390-0410-4300 | 87.37 |
| | | | 12128081 | | IRRIGATION REPAIRS @ PIONEER PAR 001-390-0410-4300 | 102.25 |
| | | | 12128107 | | CURB RAMP INSTALLATION IRRIG REP 001-311-0000-4600 | 58.30 |
| | | | 12128253 | | IRRIGATION VALVE REPAIR KIT - REC F 001-390-0410-4300 | 52.96 |
| | | | 12129132 | | METAL LEAF RAKE 001-390-0470-4300 | 31.21 |
| | | | | | Total : | 667.73 |
| 108117 | 12/1/2014 | 103851 EVERSOF, INC. | R1391143 | | SOFTNER RENTAL - WELL 2A 070-384-0000-4210 | 208.34 |
| | | | R1391144 | | SOFTNER RENTAL - WELL 3 070-384-0000-4260 | 3.20 |

Page: 12

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11/26/2014 12:12:02PM

Voucher List

CITY OF SAN FERNANDO

Page: 15

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|--------|--|---------|---------------------------------|--------|
| 108132 | 12/1/2014 | 888356 | 888356 ADVANCED AUTO REPAIR BODY & (Continued) | | Total : | 173.40 |
| 108133 | 12/1/2014 | 888442 | WESTERN EXTERMINATOR COMPANY | 2662394 | PEST CONTROL - REC PARK | |
| | | | | 2662395 | 001-390-0310-4260 | 72.50 |
| | | | | 2688461 | PEST CONTROL - RUDY ORTEGA PARK | 51.00 |
| | | | | 2688462 | 001-390-7500-4260 | 50.00 |
| | | | | | PEST CONTROL - LP PARK | |
| | | | | | 001-390-0460-4260 | 50.00 |
| | | | | | PEST CONTROL @ CITY HALL | 79.50 |
| | | | | | 001-390-0310-4260 | |
| | | | | | Total : | 253.00 |
| 108134 | 12/1/2014 | 888468 | MAJOR METROPOLITAN SECURITY | 1068122 | ALARM MONITORING - DEC 2014 | |
| | | | | 1068123 | 001-390-0410-4260 | 15.00 |
| | | | | 1068124 | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | 1068125 | 001-390-0460-4260 | |
| | | | | 1068126 | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | 1068127 | 001-390-0222-4260 | 15.00 |
| | | | | 1068128 | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | 1068130 | 001-390-0410-4260 | 15.00 |
| | | | | 1068131 | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | 1068132 | 001-390-0410-4260 | 15.00 |
| | | | | 1068133 | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | 1068134 | 070-381-0450-4260 | 15.00 |
| | | | | | ALARM MONITORING - DEC 2014 | 15.00 |
| | | | | | 001-390-0460-4260 | |

Page: 15

Page: 15

| vchlist | | Voucher List | | | | Page: 16 | |
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| Bank code : | | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 108134 | 12/1/2014 | 888468 888468 MAJOR METROPOLITAN SECURITY | (Continued) | | | Total : | 180.00 |
| 108135 | 12/1/2014 | 888629 SPARKLETT'S | 14101253110214 | | WATER | | |
| | | | | | 001-222-0000-4300 | 188.96 | |
| | | | | | | Total : | 188.96 |
| 108136 | 12/1/2014 | 888646 HD SUPPLY WATER WORKS, LTD | D094531 | | METER BOXES, DIAMOND PLATES & B | | |
| | | | D151863 | | 070-383-0301-4300 | 618.04 | |
| | | | | | BRONZE SADDLES & CLAMPS | 871.60 | |
| | | | D211313 | | 070-383-0301-4300 | | |
| | | | | | TUBING, METER & ANGLES VALVES & S | 1,608.73 | |
| | | | | | 070-383-0000-4600 | | |
| | | | | | | Total : | 3,098.37 |
| 108137 | 12/1/2014 | 888762 COMMAND CONCRETE CUTTING | 12001 | | FLAT CUT NEW WATER SERVICE INST/ | | |
| | | | | | 070-383-0000-4600 | 590.00 | |
| | | | | | | Total : | 590.00 |
| 108138 | 12/1/2014 | 888800 BUSINESS CARD | 100114 | | RUNNING BIBS | | |
| | | | 110514 | | 053-194-1395-4300 | 261.85 | |
| | | | | | LGBT LEADERS CONFERENCE - REGIS | 245.00 | |
| | | | 110614 | | 001-101-0103-4370 | | |
| | | | | | LGBT LEADERS CONFERENCE - AIR F/ | 462.50 | |
| | | | 110614 | | 001-101-0103-4370 | | |
| | | | | | DINNER FOR CITY COUNCIL | 80.40 | |
| | | | 110714 | | 001-101-0000-4300 | | |
| | | | | | ICA WINTER SEMINAR - LODGING | 265.44 | |
| | | | 111014 | | 001-101-0111-4370 | | |
| | | | | | TRAINING REGISTRATION FEE | 125.00 | |
| | | | 111014 | | 001-224-0000-4360 | | |
| | | | | | LGBT LEADERS CONFERENCE - LODG | 204.96 | |
| | | | 111214 | | 001-101-0103-4370 | | |
| | | | | | ADVERTISEMENT FOR RCS DIRECTOR | 75.00 | |
| | | | 111314 | | 001-106-0000-4260 | | |
| | | | | | "SERVED" STAMP FOR SUBPOENAS | 71.50 | |
| | | | | | 001-222-0000-4300 | | |
| | | | | | | Total : | 1,791.65 |

Page: 16

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 17 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108139 | 12/1/2014 | 889118 LDI COLOR TOOLBOX | 199705 | | COPIER MAINT & COPIES MADE 001-222-0000-4260 | 191.28 Total : 191.28 |
| 108140 | 12/1/2014 | 889328 FIRST TRANSIT, INC. | 11017014 | | MCT - OCT 2014 007-440-0442-4260 008-310-0000-4260 | 24,181.74 20,793.96 Total : 44,975.70 |
| 108141 | 12/1/2014 | 889354 ALAS MEDIA LLC | 201427 | | VIDEO TAPE WORKSHOP 001-150-0000-4270 | 445.00 Total : 445.00 |
| 108142 | 12/1/2014 | 889426 T3 MOTION, INC | 24581 | | SHIPPING & HANDLING FOR T3'S 001-222-0000-4300 | 21.36 Total : 21.36 |
| 108143 | 12/1/2014 | 889532 GILMORE, REVA.A. | 11/01/14 - 11/14/14 | | FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270 | 468.00 78.00 Total : 546.00 |
| 108144 | 12/1/2014 | 889533 MARTINEZ, ANITA | 11/01/14 - 11/14/14 | | FOOD SERVICE INTAKE CLERK-C1 010-422-3750-4270 | 162.00 Total : 162.00 |
| 108145 | 12/1/2014 | 889535 GOMEZ, GILBERT | 11/01/14 - 11/14/14 | | HDM DRIVER 115-422-3752-4270 115-422-3752-4390 | 162.00 49.40 Total : 211.40 |
| 108146 | 12/1/2014 | 889602 RESPOND SYSTEMS | 294671 | | FIRST AID REFILLS 001-310-0000-4300 | 248.63 Total : 248.63 |
| 108147 | 12/1/2014 | 889611 MORRISON MANAGEMENT SPECIALIST | 188452014103101 | | LP SENIOR MEALS - 2014 115-422-3750-4260 115-422-3752-4260 | 4,725.00 2,389.50 |
| | | | | | | Page: 17 |

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 18 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108147 | 12/1/2014 | 889611 889611 MORRISON MANAGEMENT SPECIALIST (Continued) | | | | Total : 7,114.50 |
| 108148 | 12/1/2014 | 889627 VERIZON CONFERENCING | Z5291696 | | CONFERENCE CALLS - OCT 2014 001-190-0000-4220 | 8.74 Total : 8.74 |
| 108149 | 12/1/2014 | 889644 VERIZON BUSINESS | 61213764 | | CITY HALL LONG DISTANCE 001-190-0000-4220 | 75.52 |
| | | | 61213765 | | CITY YARD LONG DISTANCE 070-384-0000-4220 | 77.64 |
| | | | 61213766 | | CITY HALL LONG DISTANCE & INTRAL/ | |
| | | | 61213767 | | 001-190-0000-4220 | 210.33 |
| | | | 61213768 | | POLICE LONG DISTANCE 001-222-0000-4220 | 288.08 |
| | | | 61213769 | | CITY YARD LONG DISTANCE 070-384-0000-4220 | 7.21 |
| | | | 61214323 | | PARK LONG DISTANCE 001-420-0000-4220 | 149.71 |
| | | | 61214332 | | ENGINEERING LONG DISTANCE 001-310-0000-4220 | 3.63 |
| | | | 61214336 | | CITY YARD LONG DISTANCE (AIMS NE' | 3.61 |
| | | | 61214337 | | 070-384-0000-4220 CREDIT CARD LINE 001-190-0000-4220 | 3.61 |
| | | | 61214338 | | POLICE LONG DISTANCE 001-222-0000-4220 | 3.64 |
| | | | 61214344 | | PARK LONG DISTANCE 001-420-0000-4220 | 3.79 |
| | | | | | CITY HALL LONG DISTANCE 001-190-0000-4220 | 1.15 |
| | | | | | Total : 827.92 | |
| 108150 | 12/1/2014 | 889681 VILLALPANDO, MARIA | 11/01/14 - 11/14/14 | | FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270 | 202.50 40.50 Total : 243.00 |
| | | | | | | Page: 18 |

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 19 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108151 | 12/1/2014 | 889834 LESLIE'S SWIMMING POOL SUPPLIE | 3013-86878 | | PRO GRID FILTER 001-430-0000-4300 | 727.95 |
| | | | | | Total : | 727.95 |
| 108152 | 12/1/2014 | 889871 EXOVA INC. | 158870 | | #161537-CHROMIUM & HEXAVALENT C 070-384-0000-4260 | 2,825.00 |
| | | | | | Total : | 2,825.00 |
| 108153 | 12/1/2014 | 890004 PACIFIC TELEMAGEMENT SERVICE | 696690 | | PD PAY PHONE - DEC 2014 001-190-0000-4220 | 62.64 |
| | | | | | Total : | 62.64 |
| 108154 | 12/1/2014 | 890095 O'REILLY AUTO PARTS | 4605-123020 | | STEERING WHEEL - WA8095 | |
| | | | 4605-123058 | | 070-383-0000-4400 STARTER & CORE - PW5213 | 328.08 |
| | | | 4605-123196 | | 072-360-0000-4400 CORE RETURNED | 510.72 |
| | | | 4605-123197 | | 072-360-0000-4400 DISTRIBUTOR - ROTO - WA8196 | -87.60 |
| | | | 4605-123204 | | 070-383-0000-4400 DISTRIBUTOR - WA8196 | 5.79 |
| | | | 4605-124214 | | 070-383-0000-4400 TURN SIGNAL SWITCH - PW0597 | 122.34 |
| | | | 4605-124245 | | 001-320-0311-4400 OIL ADDITIVE - PW0597 | 120.24 |
| | | | | | 001-320-0311-4400 | 8.74 |
| | | | | | Total : | 1,008.31 |
| 108155 | 12/1/2014 | 890104 ABBA TERMITE & PEST CONTROL | 24283 | | LIVE BEE REMOVAL - 1165 N BRAND 001-346-0000-4260 | 95.00 |
| | | | 24317 | | TREATMENT IN TREE HOLLOW - 1034 N 001-346-0000-4260 | 95.00 |
| | | | 24345 | | BEE ERADICAION @ REC PARK DRIN 001-390-0410-4330 | 95.00 |
| | | | | | Total : | 285.00 |
| 108156 | 12/1/2014 | 890358 BALLIN, PHILLIP ARTHUR | NOV 2014 | | COMMISSIONER'S REIMBURSEMENT | |

Page: 19

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 20 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108156 | 12/1/2014 | 890358 BALLIN, PHILLIP ARTHUR | (Continued) | | 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 108157 | 12/1/2014 | 890362 RTB BUS LINE | 14223 | | TRANSPORTATION SERVICES 007-440-0443-4260 | 491.00 |
| | | | | | Total : | 491.00 |
| 108158 | 12/1/2014 | 890368 C & M TOPSOIL, INC | 23999 | | MULCH FOR PARKING LOT 6N PLANTE 001-390-0410-4300 | 130.80 |
| | | | 24004 | | MULCH FOR PARKING LOT 6N PLANTE 001-390-0410-4300 | 130.80 |
| | | | | | Total : | 261.60 |
| 108159 | 12/1/2014 | 890486 LINCOLN AQUATICS | SI252910 | | PARAGON STARTING BLOCK STEP 001-430-0000-4300 | 62.92 |
| | | | | | Total : | 62.92 |
| 108160 | 12/1/2014 | 890534 WHENTOWORK, INC. | 60694184-60-12-14 | | ONLINE SCHEDULING SERVICE 001-420-0000-4260 | 315.00 |
| | | | | | Total : | 315.00 |
| 108161 | 12/1/2014 | 890546 BARAJAS, CRYSTAL | OCT 2014 | | MMAP 112-424-3654-4260 | 120.00 |
| | | | | | Total : | 120.00 |
| 108162 | 12/1/2014 | 890771 TORRES, CAROLINA | 10/17/14 - 11/15/14 | | ZUMBA INSTRUCTOR 017-420-1337-4260 | 340.00 |
| | | | | | Total : | 340.00 |
| 108163 | 12/1/2014 | 890817 THE WALKING MAN, INC. | E5944 | | FLYER DISTRIBUTION TOD & EXPO 001-150-0000-4270 | 442.50 |
| | | | E5967 | | 001-420-0000-4260 FLYER DISTRIBUTION | 442.50 |
| | | | | | 001-150-0000-4270 | 325.00 |
| | | | | | Total : | 1,210.00 |
| 108164 | 12/1/2014 | 890833 THOMSON REUTERS | 830607599 | | LA CLEAR - INVEST TOOL | |

Page: 20

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 21 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108164 | 12/1/2014 | 890833 THOMSON REUTERS | (Continued) | | 001-224-0000-4270 | 144.32 |
| | | | | | Total : | 144.32 |
| 108165 | 12/1/2014 | 890834 SPARKLING IMAGE CORP | 56537 | | CAR WASHES - OCT 2014 001-222-0000-4320 | 160.00 |
| | | | | | Total : | 160.00 |
| 108166 | 12/1/2014 | 890879 EUROFINS EATON ANALYTICAL, INC | L0189135 | | WATER ANALYSIS FOLDER 503400 | |
| | | | L0190332 | | 070-384-0000-4260 | 164.00 |
| | | | L0190336 | | WATER ANALYSIS FOLDER 504333 | 164.00 |
| | | | L0190855 | | 070-384-0000-4260 | 139.60 |
| | | | | | WATER ANALYSIS FOLDER 505148 | 139.60 |
| | | | | | 070-384-0000-4260 | 607.20 |
| 108167 | 12/1/2014 | 890998 TRUJILLO, RODOLFO | NOV 2014 | | COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 108168 | 12/1/2014 | 890999 BERRIOZABAL, GILBERT | NOV 2014 | | COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 108169 | 12/1/2014 | 891102 CERVANTES, BIANCA | 091314 | | SCORE KEEPER 017-420-1328-4260 | 80.00 |
| | | | 092014 | | SCORE KEEPER 017-420-1328-4260 | 40.00 |
| | | | | | Total : | 120.00 |
| 108170 | 12/1/2014 | 891134 BECERRA, ADRIANA | 10/17/14 - 11/12/14 | | BODY SCULPTING INSTRUCTOR 017-420-1337-4260 | 120.00 |
| | | | | | Total : | 120.00 |
| 108171 | 12/1/2014 | 891141 OLIVAREZ MADRUGA, P.C. | 12438 | | LEGAL SERVICES 001-110-0000-4270 | 20,140.88 |
| | | | | | | Page: 21 |

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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108171 | 12/1/2014 | 891141 OLIVAREZ MADRUGA, P.C. | (Continued) | | 070-110-0000-4270 | 260.00 |
| | | | | | 073-110-0000-4270 | 240.00 |
| | | | | | Total : | 20,640.88 |
| 108172 | 12/1/2014 | 891209 AUTONATION SSC | 176077 | | REPLACE ABS CONTROL ASSY - WA44 070-384-0000-4400 | 1,447.21 |
| | | | 197186 | | WASHER JET NOZZLE - PW3989 001-320-0311-4400 | 13.43 |
| | | | 197187 | | DOOR LOCKS 001-1215 | 62.83 |
| | | | | | Total : | 1,523.47 |
| 108173 | 12/1/2014 | 891301 BERNARDEZ, RENATE Z. | 357 | | TRANSLATION SERVICES FOR TOD W 001-150-0000-4270 | 200.00 |
| | | | | | Total : | 200.00 |
| 108174 | 12/1/2014 | 891307 GREENFIX AMERICA, LLC | 4741 | | VALVE KIT - CNG STATION 001-320-3661-4400 | 1,857.51 |
| | | | | | Total : | 1,857.51 |
| 108175 | 12/1/2014 | 891311 TORRES, RITA | 11/01/14 - 11/14/14 | | ENP SUBSTITUTE 115-422-3750-4270 | 121.50 |
| | | | | | 115-422-3752-4270 | 13.50 |
| | | | | | Total : | 135.00 |
| 108176 | 12/1/2014 | 891317 PCI | 16734 | | STREET STRIPING - 12" LADDER CROSS 011-311-0000-4600 | 2,400.00 |
| | | | 16735 | | STREET STRIPING - 12" LADDER CROSS 011-311-0000-4600 | 2,400.00 |
| | | | | | Total : | 4,800.00 |
| 108177 | 12/1/2014 | 891355 NAREZ, FABIAN | OCT 2014 | | MMAF 112-424-3654-4260 | 150.00 |
| | | | | | Total : | 150.00 |
| 108178 | 12/1/2014 | 891377 REYES, JOSE | 11/01/14 - 11/14/14 | | HDM DRIVER 115-422-3752-4270 | 162.00 |
| | | | | | | Page: 22 |

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 23 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108178 | 12/1/2014 | 891377 REYES, JOSE | (Continued) | | 115-422-3752-4390 | 48.88 |
| | | | | | Total : | 210.88 |
| 108179 | 12/1/2014 | 891391 DIVISION OF THE | DSA786 | | 2014 - 3RD QUARTER SB1186 PAYMEN 001-2247 | 56.10 |
| | | | | | Total : | 56.10 |
| 108180 | 12/1/2014 | 891425 DIAZ, MARISOL | REIMB. | | GAFFERS TAPE 001-424-0000-4300 | 78.10 |
| | | | | | Total : | 78.10 |
| 108181 | 12/1/2014 | 891516 FLORES, MARIA E. | 10/17/14 - 11/15/14 | | ZUMBA INSTRUCTOR 017-420-1337-4260 | 60.00 |
| | | | | | Total : | 60.00 |
| 108182 | 12/1/2014 | 891577 BEALL, JOSHUA | 09/18/14 - 10/16/14 | | BODY SCULPTING INSTRUCTOR 017-420-1337-4260 | 45.00 |
| | | | | | Total : | 45.00 |
| 108183 | 12/1/2014 | 891587 ABLE MAILING INC. | 21315 | | UTILITY BILLING MAILING SERVICE - N 070-382-0000-4300 072-360-0000-4300 | 94.31 94.30 |
| | | | | | Total : | 188.61 |
| 108184 | 12/1/2014 | 891622 FARMER BROTHERS | 60243225 | | KITCHEN SUPPLIES 001-222-0000-4300 | 153.22 |
| | | | 60243227 | | KITCHEN SUPPLIES 001-222-0000-4300 | 84.14 |
| | | | 60243366 | | KITCHEN SUPPLIES 001-222-0000-4300 | 229.37 |
| | | | | | Total : | 466.73 |
| 108185 | 12/1/2014 | 891699 PINO, JENI | 2000149.001 | | ZUMBA REFUND 017-3770-1337 | 20.00 |
| | | | | | Total : | 20.00 |
| 108186 | 12/1/2014 | 891700 SAIZ, GABRIELA | 2000150.001 | | ZUMBA REFUND | |

Page: 23

| vchlist 11/26/2014 12:12:02PM | | Voucher List CITY OF SAN FERNANDO | | | | Page: 24 |
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| Bank code : | | bank | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 108186 | 12/1/2014 | 891700 SAIZ, GABRIELA | (Continued) | | 017-3770-1337 | 20.00 |
| | | | | | Total : | 20.00 |
| 108187 | 12/1/2014 | 891701 APARACIO, MARGARITA | 889674 | | SENIOR TRIP REFUND - BIG BEAR TRII 004-2384 | 60.00 |
| | | | | | Total : | 60.00 |
| 108188 | 12/1/2014 | 891702 SORIA, MARIA | 589747 | | SENIOR TRIP REFUND 004-2384 | 20.00 |
| | | | 889712 | | SENIOR TRIP REFUND 004-2384 | 10.00 |
| | | | 889745 | | SENIOR TRIP REFUND 004-2384 | 25.00 |
| | | | | | Total : | 55.00 |
| 108189 | 12/1/2014 | 891703 BROWNSTEIN, LARRY | SF1131118001 | | PARKING CITATION REFUND 001-3430-0000 | 120.00 |
| | | | | | Total : | 120.00 |
| 108190 | 12/1/2014 | 891704 AMBER FLOORING INC | SF31310205006 | | PARKING CITATION REFUND 001-3430-0000 | 45.00 |
| | | | | | Total : | 45.00 |
| 108191 | 12/1/2014 | 891705 PAPER RECYCLING & SHREDDING | 279042 | | RECORDS DESTRUCTION 001-130-0000-4300 001-310-0000-4270 001-105-0000-4300 001-115-0000-4300 001-150-0000-4300 001-102-0000-4300 | 276.50 57.75 17.50 12.25 1.75 28.00 |
| | | | | | Total : | 393.75 |
| 127 Vouchers for bank code : | | bank | | | | Bank total : 243,973.58 |
| 127 Vouchers in this report | | | | | Total vouchers : | 243,973.58 |

Page: 24

vchlist

Voucher List

Page: 25

11/26/2014 12:12:02PM

CITY OF SAN FERNANDO

Bank code : bank

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
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Voucher Registers are not final until approved by Council.

Page: 25

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Approve Calendar Year 2015 Business License Permits for Certain Business Types as Required by the City Code

RECOMMENDATION:

It is recommended that the City Council approve the 2015 Business License Permits for businesses falling within certain business types (Attachment "A"), as required by Article III of Chapter 22 of the City Code.

BACKGROUND:

1. On August 29, 2014, Business License Renewal Applications for calendar year 2015 were mailed to certain businesses that fall within certain business types that require City Council approval per Article III of Chapter 22 of the City Code. The applications were due on September 30, 2014.
2. On October 8, 2014, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On October 24, 2014, all completed applications received by the Finance Department and approved by the Community Development Department were submitted to the Police Department for approval. All applications were approved.
4. On November 7, 2014, all completed applications received by the Finance Department and approved by the Community Development and Police Departments were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

Consideration to Approve Calendar Year 2015 Business License Permits for Certain Business Types as Required by the City CodePage 2 of 2

ANALYSIS:

Article III of Chapter 22 of the San Fernando City Code (SFCC) requires certain types of businesses (see Section 22-215) to obtain a Business License Permit in addition to their regular Business License. Business License Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development, and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business License Permits are approved, they will automatically expire on December 31, 2015. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

BUDGET IMPACT:

The Business License Permit fees previously adopted by the City Council ensure the administrative costs associated with said application are recovered by the City.

CONCLUSION:

By approving the permits for the businesses noted on the attached list, the City Council permits the businesses included as Attachment "A" to continue their operations for calendar year 2015 at the specified commercial addresses.

ATTACHMENT:

A. List of Business License Permit Applicants for Calendar Year 2015

ATTACHMENT “A”**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):****AMUSEMENT MACHINES**

Maclay Arco

AUTOMOBILE DEALERS (USED)

Western Motor Sports

Valley Auto Sales

Isaac's Auto Sales

Rydell Chrysler Dodge Jeep Ram

Tricolor Auto Group

Diego's Auto Sales

BINGO

San Fernando Elks #1539

St. Ferdinand Catholic Church

DANCING

El Potro Bar

DANCING ACADEMY

Fox Studio of Dance

Royalty Dance Academy

Danzone

FORTUNE TELLERS

Botanica Santa Barbara

MASSAGE

QQ Spa

Vida Spa

MISCELLANEOUS

Orange Grove Mobile Home Park

San Fernando Swap Meet

PEDDLERS

Garcia Produce

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:**POOL TABLES**

El Potro Bar

PRIVATE PATROL / SECURITY

Security Specialists / Tyan Inc

REFUSE DISPOSAL

Consolidated Disposal Service, LLC

SECOND-HAND MERCHANDISE

Cassell's Music

Goodyear Tire Center

Martinelli's Office Machines & Equipment

Addax Inc

LE-TAC

SECOND-HAND JEWELRY (PAWNSHOP)

San Fernando Loan Company

TAXICAB BUSINESS

Yellow Cab Company

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Adopt Resolution No. 7662 Setting the Statutory Maximum for City Councilmembers' Salary

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7662, setting the statutory maximum for City Councilmembers' salary at the current amount of \$580 per month.

BACKGROUND:

1. California Government Code Section 36516 authorizes city councils to enact an ordinance providing a salary for each member based the population of the city. The maximum authorized salary prescribed for cities up to and including 35,000 in population is three hundred dollars (\$300) per month.
2. The Government Code also authorizes council member salaries to exceed the prescribed amount by adopting an ordinance, provided the increase does not exceed five percent (5%) simple interest for each calendar year from the operative date of the last salary adjustment.
3. On February 20, 1980, City Council adopted two ordinances related to compensation (Ordinance No.s 1158 and 1159) that set monthly compensation at \$282 per month. The operative date of this Ordinance was April 1, 1980.
4. On September 15, 1986, City Council adopted Ordinance No. 1292, increasing compensation to \$378 per month. The operative date of this Ordinance was October 15, 1986.
5. On December 18, 1995, City Council adopted Ordinance No. 1459, increasing compensation to \$476.40 per month. The operative date of this Ordinance was April 1, 1997.
6. On April 3, 2000, City Council adopted Ordinance No. 1515, increasing compensation to \$579.06 per month. The operative date of this Ordinance was March 13, 2001.

Consideration to Adopt Resolution No. 7662 Setting the Statutory Maximum for City Councilmembers' Salary
Page 2 of 3

7. On October 6, 2014, City Council adopted Ordinance No. 1636, which enables a City Council salary and authorizes the amount to be set by resolution pursuant to the amounts authorized in Government Code 36516. Adoption of this Ordinance only changed the process by which City Council salary is set. It did not make any change to the current compensation of \$579.06 per month.

ANALYSIS:

As authorized by state law, San Fernando enables a City Councilmember salary by ordinance and sets the salary by resolution. The maximum salary currently authorized is \$579.06 per month. However, staff has discovered a calculation error that needs to be rectified.

Calculating the statutory salary cap is relatively straight forward, except for determining the number of years between increases to which the 5% maximum annual increase should be applied. While there is no standard set in the Government Code, the League of California Cities' guidance on city council salaries and benefits¹ states, "the most logical, consistent approach seems to be calculating increases from the effective date of the last increase to the effective date of the new increase."

Staff applied this methodology to calculate the statutory salary cap and compare it to City Council's current salary. The statutory maximum per Government Code 36516 calculated by staff is \$570.51 per month (Attachment "B"), while the current salary paid to City Councilmembers is \$579.06 per month. Therefore, City Council's current salary exceeds the statutory maximum by \$8.55 per month. As soon as this discrepancy was discovered, each City Councilmember voluntarily waived \$8.55 from their monthly salary and set up a plan to repay all past overpayments.

In order to reconcile the City's Code with the Government Code, the City Council will need to adopt a resolution to adjust City Councilmember salary. The proposed Resolution will set the statutory maximum at the current salary of \$580.00 per month. Pursuant to Government Code 36516, a change in salary is not effective until the first full month after the next election. Therefore, the proposed salary of \$580.00 per month will become effective on April 1, 2015. City Councilmembers will continue to waive \$8.55 from their monthly salary until the new salary becomes effective.

¹ Brian Libow, City Council Salaries and Benefits presentation; 2011 League of California Cities Annual Conference; September 22, 2011

Consideration to Adopt Resolution No. 7662 Setting the Statutory Maximum for City Councilmembers' Salary

Page 3 of 3

BUDGET IMPACT:

Adoption of the proposed Resolution setting City Councilmember salary at \$580 per month the will have no fiscal impact as that is the salary amount included in the Fiscal Year 2014-2015 Adopted Budget.

CONCLUSION:

Adoption of the proposed Resolution is another step in City Council and City management's continuing effort to clean up the City's Municipal Code and ensure that it conforms to all applicable State and Federal laws.

ATTACHMENTS:

- A. Resolution No. 7662
- B. Calculation of City Council Maximum Salary per GC 36516

ATTACHMENT "A"**RESOLUTION NO. 7662****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, SETTING CITY
COUNCILMEMBER SALARY PURSUANT TO SECTION 2-31 OF
DIVISION 1 OF ARTICLE II OF CHAPTER 2 OF THE SAN
FERNANDO CITY CODE****RECITALS**

WHEREAS, pursuant to California Government Code section 36516, a city council may enact an ordinance providing that each member of the city council shall receive a salary; and

WHEREAS, on April 3, 2000, the City of San Fernando ("City") adopted Ordinance No. 1515 amending the San Fernando City Code ("SFCC") to provide that each member of the City Council shall receive a salary and setting the amount of such salary at \$579.06 per month; and

WHEREAS, on October 6, 2014, the City Council amended Section 2-31 of Division 1 of Article II of Chapter 2 of the SFCC to provide that City Councilmembers shall receive a salary pursuant to Government Code section 36516 in an amount to be set by resolution of the City Council; and

WHEREAS, pursuant to Government Code section 36516, any change in salary set by resolution shall not apply to City Councilmembers until at least one (1) member of the City Council begins a new term of office.

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

SECTION 1. Pursuant to Section 2-31 of Division 1 of Article II of Chapter 2 of the SFCC and in accordance with Government Code section 36516, each member of the San Fernando City Council shall receive as salary the sum of \$580.00 per month.

SECTION 2. The monthly salary shall become effective on the first day of the first full calendar month following the date on which one or more members of the City Council begins a new term of office, which will be April 1, 2015.

PASSED, APPROVED, AND ADOPTED this 1st day of December, 2014.

Sylvia Ballin, 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 HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 1st day of December, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Elena G. Chávez, City Clerk

Date: December 1, 2014

Subject: Consideration to Adopt Resolution No. 7663 Adopting Conflict of Interest Code Amendments

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7663 (Attachment "A") adopting Conflict of Interest Code amendments.

BACKGROUND/ANALYSIS:

1. The Political Reform Act of 1974 (PRA) requires public officials of state and local government must disclose their personal financial interests on a Form 700 Statement of Economic Interest. Elected officials, judges, and high-ranking appointed officials generally have the most comprehensive disclosure requirements (Government Code Section 87200). For most other officials, including employees of state and local government agencies, it is up to the agencies that employ them to decide what their disclosure requirements are.

Each state and local agency must adopt a Conflict of Interest Code which designates individual positions that make or participate in making of government decisions. Review of the Conflict of Interest Code is done on a biennial basis.

2. On June 6, 2014, the City Clerk received notice from the Fair Political Practices Commission regarding the mandatory biennial review of the City's Conflict of Interest Code.
3. On September 15, 2014, the City Clerk notified the City Council that an amendment was necessary and that proposed revisions would be brought back to the City Council for review and action within 90 days.

Consideration to Adopt Resolution No. 7663 Adopting Conflict of Interest Code AmendmentsPage 2 of 2

BUDGET IMPACT:

None.

CONCLUSION:

Staff has reviewed the list of designated positions and officials and is recommending approval of the proposed amendments (Exhibit "A" of the Attachment "A"). Also attached to this report is a redline version (Attachment "B") of the proposed amendments.

ATTACHMENTS:

- A. Resolution No. 7663
- B. Proposed Amendments (redline version)

ATTACHMENT “A”**RESOLUTION NO. 7663**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on 1st day of December, 2014.

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 1st day of December, 2014 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT A

Designated Positions

Disclosure Categories

I. Administrative Department

| | |
|-------------------------|------------|
| Assistant City Attorney | 1, 2, 3, 4 |
| City Clerk | 5, 6 |

Key to Disclosure Categories for Administrative Department

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

II. Community Development Department

| | |
|--------------------------------|---------|
| Community Development Director | 1, 2, 3 |
| Assistant (Housing) Planner | 1, 2, 3 |
| Associate Planner | 1, 2, 3 |
| Assistant Planner | 1, 2, 3 |
| City Planner | 1, 2, 3 |
| Community Preservation Officer | 1, 2, 3 |
| Building & Safety Supervisor | 1, 2, 3 |

Key to Disclosure Categories for Community Development Department

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

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

Finance Department

| | |
|------------------------|------------|
| Finance Director | 1, 2, 3, 4 |
| Business License Clerk | 3, 4 |

Key to Disclosure Categories for Finance Department

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

IV. Public Works Department

| | |
|---|---------------|
| Public Works Director/Deputy City Manager | 1, 2, 3, 4, 5 |
| City Engineer | 1, 4, 5 |

| | |
|------------------------------------|---------------|
| Management Analyst | 1, 2, 3 |
| Public Works Superintendent | 1, 2, 3, 4, 5 |
| Equipment and Materials Supervisor | 1, 2, 3, 4, 5 |

Key to Disclosure Categories for Public Works Department

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

V. Recreation & Community Services Department

| | |
|---|------|
| Director of Recreation & Community Services | 1, 2 |
| Recreation Supervisor | 1, 2 |
| Community Services Supervisor | 1, 2 |
| Cultural Arts Supervisor | 1, 2 |

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of

Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

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

VI. Police Department

| | |
|-------------------|------|
| Police Chief | 1, 2 |
| Police Lieutenant | 1, 2 |

Key to Disclosure Categories for Police Department

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

VIII. Consultants

| | |
|------------|---|
| Consultant | 1 |
|------------|---|

Key to Disclosure Categories for Consultants

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

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

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

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

APPENDIX EXHIBIT A**Designated Positions****Disclosure Categories****I. Administrative Department**

| | |
|---|-----------------------|
| Assistant City Attorney | 1, 2, 3, 4 |
| City Clerk | 5, 6 |
| Assistant City Administrator | 1, 2, 3, 4 |

Key to Disclosure Categories for Administrative Department

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

II. Community Development Department

| | |
|--|----------------|
| Community Development Director | 1, 2, 3 |
| Senior Planner <u>Assistant (Housing) Planner</u> | 1, 2, 3 |
| Associate Planner | 1, 2, 3 |
| Assistant Planner | 1, 2, 3 |
| City Planner | 1, 2, 3 |
| <u>Community Preservation Officer</u> | <u>1, 2, 3</u> |
| Building & Safety Supervisor | 1, 2, 3 |

Key to Disclosure Categories for Community Development Department

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

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

Finance Department

| | |
|----------------------------|-----------------------|
| Finance Director | 1, 2, 3, 4 |
| Finance Manager | 1, 2, 3, 4 |
| Business License Clerk | 3, 4 |

Key to Disclosure Categories for Finance Department

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

IV. Public Works Department

| | | |
|--|-------------------------------------|--------------------------|
| Director of Public Works | <u>Director/Deputy City Manager</u> | 1, 2, 3, 4, 5 |
| City Engineer | | 1, 4, 5 |
| Management Analyst | | 1, 2, 3 |
| Public Works Superintendent | | 1, 2, 3, 4, 5 |
| Public Works Operations Manager | | 1, 2, 3, 4, 5 |
| Equipment and Materials Supervisor | | 1, 2, 3, 4, 5 |

Key to Disclosure Categories for Public Works Department

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

V. Recreation & Community Services Department

| | |
|---|------|
| Director of Recreation & Community Services | 1, 2 |
| Recreation Supervisor | 1, 2 |
| Community Services Supervisor | 1, 2 |
| Cultural Arts Supervisor | 1, 2 |

Key to Disclosure Categories for Recreation & Community Services Department

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

VI. Police Department

| | |
|--|-----------------|
| Police Chief | 1, 2 |
| Police Lieutenant | 1, 2 |
| Police Captain | 1, 2 |
| Community Preservation Supervisor | 1, 2 |
| Community Preservation Officer | 1, 2 |

Key to Disclosure Categories for Police Department

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

VIII. Consultants

| | |
|------------|---|
| Consultant | 1 |
|------------|---|

Key to Disclosure Categories for Consultants

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

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

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

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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Approve a Three-Year Co-Production Agreement with the Ford Foundation for Implementation of Yearly Jazzed and Motivated (JAM) Sessions

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Co-Production Agreement (Attachment "A" – Contract No. 1775) between the City and the Ford Foundation (Ford) for implementation of yearly Jazzed and Motivated (JAM) Sessions; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

1. Since 2012, the City of San Fernando has partnered with the Ford Foundation to provide free community concerts and JAM Sessions at Recreation Park and the San Fernando Regional Pool Facility.
2. On November 17, 2014, City staff were informed that the Ford Foundation had received additional funding to pilot new community hubs that would expand JAM programming throughout Los Angeles County. The City of San Fernando was invited to participate in the three-year pilot program.

ANALYSIS:

Ford Foundation

Since 1995, Ford Theatre Foundation has nurtured the development of Los Angeles-based artists, arts organizations and audiences with innovative programs designed to inspire public engagement through the arts. In partnership with the Los Angeles County Arts Commission and

Consideration to Approve a Three-Year Co-Production Agreement with the Ford Foundation for Implementation of Yearly Jazzed and Motivated (JAM) SessionsPage 2 of 4

Department of Parks and Recreation, Ford Theatre Foundation's programs occur at the John Anson Ford Amphitheatre and throughout Los Angeles County. Each year, Ford Theatre Foundation furthers its mission of service to the people of Los Angeles through a variety of free and low-cost programs that engender participation in the arts and promote and celebrate diversity, accessibility, understanding and appreciation.

Ford programming celebrates the people and cultures of Los Angeles, creating opportunities for audiences and artists from throughout the region to practice and experience art together. The more than 40,000 people who visit the Ford each year mirror the diverse composition of Los Angeles with 32% White, 30% Latino, 18% Asian Pacific Islander, 12% African American, and 8% identifying themselves as mixed/other. In addition, the Ford has become a home for more than 300 arts organizations representing a wide cultural spectrum of dance, music, film, spoken word and theater. Already an established and vibrant home to artists, the Ford aims to provide increasing opportunities for artists and arts organizations to create relevant art in collaboration with their communities.

Ford Theatre Foundation's programs enrich its patrons through a series of engagement initiatives, including programs supported by the James Irvine Foundation, including JAM Sessions, the Ford's signature engagement program, which invites active audience participation in music, dance and the creation of art alongside professional local artists.

JAM Sessions

The JAM Sessions are a free interactive series that activates members of the public to play music, dance and create alongside professional artists, leading participants to discover their creative selves. The original JAM series began in 2008 and occurred on the stage of the Ford Amphitheatre. In 2011, JAM Sessions expanded to off-site locations and were held in community centers and parks as part of the Ford Theatre Foundation's Community Bridges programming. This immensely popular series nurtures the development and celebrates the diversity of local artists and engages participants throughout Los Angeles County through shared cultural exchanges in the live performing arts. Since 2012, the Ford Foundation has partnered with the City of San Fernando to provide yearly JAM Sessions during the summer months in the community.

JAM Hub's in Los Angeles County

The Ford Theatre Foundation recently received funding from the Irvine Foundation, the New California Arts Fund (NCAF), along with 10 other respected and prestigious arts organizations in California to pilot a Community Hub program to expand JAM programming to create sustainable engagement arts practices within communities and continue to serve Los Angeles County artists and audiences while also infusing ethnically diverse and/or low-income populations with opportunities to engage through the arts.

Consideration to Approve a Three-Year Co-Production Agreement with the Ford Foundation for Implementation of Yearly Jazzed and Motivated (JAM) Sessions

Page 3 of 4

There are a total of three Community Hubs being proposed to pilot in Los Angeles County. In 2014, the Foundation worked with the City of Santa Clarita (Newhall Entertainment and Arts District) as the first Community Hub, providing eight JAM Sessions per year for a total of three years. It is the goal of the Ford Foundation to work with an additional community partner in 2015, such as the City of San Fernando, to create eight JAM Sessions in the community and work with local artists to create sustainable engagement arts practices. In addition, they will work with two other communities, the City of East Los Angeles and Watts, to create two “mini” Community Hubs with four JAM Sessions each.

Proposed Partnership

The proposed three year partnership is to expand and sustain JAM Sessions in the City of San Fernando. In the previous years, the partnership provided four JAM Sessions per year that were fully funded by the Ford Theatre Foundation. The Co-Production Agreement proposes to expand the JAM Sessions by having the City and the Foundation share resources and staffing to plan, market, and execute eight JAM sessions per year. The responsibilities of each organization are listed in Table 1.1. (refer to Attachment “A” for more details).

| Table 1.1 Responsibilities for Proposed JAM Session Co-Production Agreement | |
|--|---|
| <i>Ford Theatre Foundation</i> | <i>City of San Fernando</i> |
| Develop JAM program schedule, negotiate and contract with artists to facilitate JAM events. | Review artist programming recommendations and provide feedback to ensure the program roster will resonate with City’s community constituents and intended participants. |
| Provide staffing to represent Ford Foundation at each JAM Session. | Market JAM Sessions via website, social media, print material, and as seen appropriate. |
| Facilitate and coordinate the design of JAM’s marketing material. | Provide a staff representative at each JAM Session to represent the City and provide additional support to ensure event is successful. |
| Develop a method and system of evaluating the experience of JAMS’s participants. | Provide production resources as negotiated by City and Foundation that may include “in-kind and/or “direct-costs.” |

The total cost for production of the JAM Sessions are estimated to be \$21,460 each year. The terms of the agreement requires both parties to share the costs of the production. In year one

Consideration to Approve a Three-Year Co-Production Agreement with the Ford Foundation for Implementation of Yearly Jazzed and Motivated (JAM) Sessions

Page 4 of 4

of the agreement, the Foundation will cover the majority of the costs and then that responsibility will gradually change to be that of the City. However, the Recreation and Community Services (RCS) Department has secured arts funds and resources that will allow for the City's contribution requirements to have no impact to the General Fund for years one and two of the agreement (refer to Table 1.2).

| Table 1.2 Yearly Production Cost Distribution for JAM Sessions | | |
|---|--------------------------------|--|
| <i>Year</i> | <i>Ford Theatre Foundation</i> | <i>City of San Fernando</i> |
| 2015 | \$16,095 (75%) | \$5,365 (25%) Actual: No costs with in-kind and external art funds contributions |
| 2016 | \$10,730 (50%) | \$10,730 (50%) Actual: No costs with in-kind and external art funds contributions |
| 2017 | \$5,365 (25%) | \$16,095 (75%) Actual: \$5,365 with in-kind and external art funds contributions |

BUDGET IMPACT:

There will be no impact to the Fiscal Year 2014-2015 General Fund as RCS staff have budgeted expenses and resources for the events. In addition, there will be no impact to the Fiscal Year 2015-2016 General Fund as RCS staff have secured art support funds and resources to match the agreement requirements. However, the RCS Department will need to appropriate approximately \$5,365 to match the agreement requirements for Fiscal Year 2016-2017.

CONCLUSION:

It is recommended that the City Council approve the partnership with the Ford Theatre Foundation and authorize the City Manager to execute Contract No. 1775 (Co-Production Agreement) with the Ford Theatre Foundation. This partnership will allow for the City to provide free interactive JAM Sessions to the community to promote engagement in the arts for all.

ATTACHMENT:

A. Contract No. 1775

ATTACHMENT "A"
CONTRACT NO. 1775**COMMUNITY JAM SESSIONS**
CO-PRODUCTION AGREEMENT NO. CSF111914

This Agreement ("Agreement") is made and entered into this 19th day of November, 2014, by and between the Ford Theatre Foundation ("Foundation"), 2580 Cahuenga Boulevard East, Hollywood, California 90068, and City of San Fernando ("City"), 117 Macneil Street San Fernando, CA 91340 with reference to the following facts.

- (a) The Foundation has received a grant from the James Irvine Foundation to enhance its public engagement programming including its' JAM Sessions Program ("JAMS"), a series of free-to-the-public, community building events that provide opportunities for participants to engage in the arts alongside and facilitated by professional artists.
- (b) The Foundation and the City successfully collaborated to produce JAMS in the summer of 2012, the summer of 2013 and the summer of 2014 at Recreation Park. The Foundation and City shared resources and staffing to plan, market, and execute these JAMS which grew in popularity over the last three years.
- (c) The Foundation has proposed and the City has agreed to enter into a co-producing relationship to continue the production of JAMS events according to the terms and conditions set forth in this Agreement.

SECTION 1. TERM

The term of this Agreement shall consist of three one-year periods. The first period ("Year 1") shall commence on January 1, 2015 and shall end on December 31, 2015. The second period ("Year 2") shall commence on January 1, 2016 and shall end on December 31, 2016. The third period ("Year 3") shall commence on January 1, 2017 and shall end on December 31, 2017. At the conclusion of Year 3 the Agreement shall expire unless extended via written amendment signed by Foundation and City.

SECTION 2. PRODUCTION

- 2.1 Foundation and City will co-produce a series of eight (8) JAMS events for each one-year period of the Term herein. The artistic genres represented in the JAMS will be determined through joint consultation by the Foundation and City.
- 2.2 The Foundation shall supply the following:
 - (a) Artist Contracting Services: Foundation shall develop JAMS program schedule, negotiate and contract with artists to facilitate JAMS events, provide training opportunities to artists to

develop new JAMS events, monitor quality of services provided by artists, and execute payment and accounting of artist fees.

(b) Production Coordination Services: Foundation shall coordinate technical and equipment needs of artists and ensure that all materials, equipment, supplies, and services are provided as needed for the production of each JAMS event.

(c) Staffing Services: Foundation shall provide at least one staff member to represent Foundation at each JAMS event. Foundation staff will check-in artist, ensure timely delivery, setup and strike of necessary materials, equipment, supplies and services, interface with the public to provide information about the JAMS, maintain event schedule, and troubleshoot technical and artistic challenges that may arise.

(d) Marketing Services: Foundation shall facilitate and coordinate the design of JAMS marketing materials, including but not limited to postcards, listings on the Ford Theatres website, and social media collateral.

(e) Program Evaluation Services: Foundation shall develop a method and system of evaluating the experience of JAMS participants. Foundation shall process information collected from the evaluative method and share findings with City as appropriate.

2.3 The City shall supply the following:

(a) Programming Consultation: City shall review artist programming recommendations provided by Foundation and provide feedback to ensure that program roster will resonate with City's community constituents and are appropriate for the intended participants.

(b) Production Resources: City shall provide support of the JAMS events as negotiated between Foundation and City and consistent with Section 3: Budget of the Agreement herein. Production resources may be "in-kind" (resources owned by the City and provided at no cost for the production of JAMS events) or "direct cost" (financial resources contributed by City to cover direct expense of necessary JAMS production elements).

(c) Marketing Support: City shall augment the Foundation's marketing efforts as set forth herein to provide additional marketing support. City shall list JAMS events on its website, in City's social media announcements, and shall provide resources to generate additional print materials as negotiated with Foundation. City shall collaborate with Foundation to develop a marketing campaign for each JAMS series and shall seek approval by Foundation of City-generated printed and digital materials and press releases before deployment of said materials.

(d) Staffing Support: City shall provide a staff representative at each JAMS event to represent the Site, monitor the safety of event participants, operate any technical or production equipment supplied by the City, and provide additional support to the representing Foundation staff. If requested by Foundation, City shall also provide additional staff to assist with the distribution and collection of the participant surveys or provide crowd control services as necessary.

SECTION 3. BUDGET

- 3.1 Foundation represents that it has received a grant from the James Irvine Foundation to fund the production of JAM sessions under this Agreement. The total estimated budget cost for production of the JAMS for each year of the Agreement is \$21,460.00. The terms of the awarded grant require that the Foundation gradually transition increased financial responsibility of JAMS to co-

producing organizations (in the case of this Agreement, City) over the Agreement term according to the following:

- (a) Foundation shall supply up to seventy-five percent (75%) and City shall supply up to twenty-five percent (25%) of the total production costs of the JAMS program in Year 1. Foundation and City have negotiated and agreed to provide the financial resources and in-kind resources set forth in the attached Exhibit A titled "Community JAM Sessions Estimated Budget" and incorporated herein by this reference. For the purposes of this Agreement, in-kind resources are defined as supplies and equipment required for the production of the JAMS that the City owns and can supply and operate as part of the scheduled JAMS. Financial resources are defined as cash resources that can be paid directly to the Foundation or Foundation's vendors to cover expenses related to production of the JAMS as set forth in the attached Exhibit B titled "Community JAM Sessions Estimated Cost Breakdown" and incorporated herein by this reference.
 - (b) Foundation shall supply up to fifty percent (50%) and City shall supply up to fifty percent (50%) of the total production costs of the JAMS program in Year 2. Foundation and City shall negotiate in good faith to determine the value of in-kind and financial resources contributed by each party to the production of JAMS events in Year 2 to ensure that they are equivalent to the budgeted amounts set forth herein.
 - (c) Foundation shall supply up to twenty-five percent (25%) and City shall supply up to seventy-five percent (75%) of the total production cost of the JAMS program in Year 3. Foundation and City shall negotiate in good faith to determine the value of in-kind and financial resources contributed by each party to the production of JAMS events in Year 3 to ensure that they are equivalent to the budgeted amounts set forth herein.
- 3.2 Eligible in-kind resources to count toward City's required contribution in any Year of the Term shall include, but not be limited to, staging and sound equipment (with technical staff to set-up and operate supplied equipment), dance floor, shade structures, seating, tables, or other items as negotiated based on the needs of the JAMS programmed. The value of any in-kind or financial resource supplied by the City shall be assessed and determined at the sole and reasonable discretion of the Foundation as set forth in Section 3.1, Paragraph (a) above. See Exhibit B for a description of Community JAM Sessions Estimated Cost Breakdown.
- 3.3 If City elects to produce ancillary public engagement activities in addition to the agreed upon JAMS, it will do so at its sole cost. City will meaningfully consult with Foundation on additional programming planned to take place in close proximity or timing to the scheduled JAMS to ensure that production of other programming does not interfere with the planning, production, or participation by the public in the JAMS.
- 3.4 If City fails to supply the in-kind or financial resource contributions for the production of JAMS events, Foundation may terminate this Agreement at its sole discretion.

SECTION 4. CANCELLATION

- 4.1 Force Majeure. In the event that production of any JAMS event/s under this Agreement be prevented by force majeure (including: acts of God, illness or accident to Artist, storm, fire, earthquake, the acts or regulations of governmental agencies or public authorities or labor unions, labor difficulties, lockout strike, civil disobedience, war, riot, black-out, fuel or power shortage, air raid alarm, air raid, act of public enemy, epidemic, interruption or delay of transportation services) the parties shall be respectively relieved of their obligations under this

Agreement for the affected JAMS events, and there shall be no claim for damages by either party against the other.

- 4.2 If City cancels a JAMS event for just cause, City and Foundation will make reasonable efforts to reschedule the cancelled JAMS event to another mutually agreed upon date. If another mutually agreeable date cannot be scheduled each party shall be liable for the expenses each has incurred or is contractually obligated to pay related to the cancelled JAMS event. If City cancels a JAMS event for reasons not determined by Foundation to be just cause City shall reimburse Foundation for all documented expenses which Foundation has incurred or is contractually obligated to pay for the cancelled JAMS event.

SECTION 5. INDEMNIFICATION

- 5.1 City agrees to indemnify and hold Foundation harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this Agreement by City. Should Foundation be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by City of services rendered pursuant to this Agreement, City will defend Foundation (at Foundation request and with counsel satisfactory to Foundation) and will indemnify Foundation for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.
- 5.2 Foundation agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this Agreement by Foundation. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by Foundation of services rendered pursuant to this Agreement, Foundation will defend City (at City request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

SECTION 6: INSURANCE. Foundation has provided City with a copy of the Foundation's current Certificate of Insurance, which is attached to this Agreement and incorporated as Exhibit C herein. Execution of this Agreement indicates City's acceptance of the Foundation procured insurance program. Upon execution of this Agreement, Foundation will add the City of San Fernando as additional insured to the Foundation's Certification of Insurance. Foundation agrees to maintain an insurance program for the length of the Term of the Agreement that maintains coverage at the approved limits.

SECTION 7: NOTICE. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to FOUNDATION:

Ford Theatre Foundation

2580 Cahuenga Boulevard East

Hollywood, California 90068

Attention: Jennifer Fukutomi-Jones

If to CITY:

City of San Fernando

208 Park Avenue

San Fernando, CA 91340

Attention: Virginia Diediker

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

SECTION 8: CONFLICT OF INTEREST. Foundation will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Foundation to notify the City pursuant to Section 7 notices of any staff changes relating to this Agreement. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Foundation, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Foundation.

SECTION 9: ASSIGNMENT. The obligations of City under this Agreement shall not be assigned or transferred by City without the written consent of Foundation; Foundation may not transfer its obligations under this Agreement to any entity without written consent of City.

SECTION 10: ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of parties regarding the subject matter hereof and supersedes all prior agreements written or oral. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and may not be amended other than in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year herein above mentioned.

FORD THEATRE FOUNDATION:

By: _____ Date _____
Adam Davis, Managing Director
Ford Theatre Foundation
2580 Cahuenga Blvd. East
Hollywood, CA 90068
PH: (323) 856-5791 FX: (323) 464-1158

CITY OF SAN FERNANDO:

By: _____ Date _____
Title: _____

Community JAM Sessions
Estimated Budget

EXHIBIT A

Overall Estimated Community JAM Sessions Budget

| Non-Personnel Expenses | Cost per Community JAM Session | Cost Per Community JAM Session Series (8 sessions) |
|--------------------------|--------------------------------------|---|
| CJAM Artist fees | \$1,000.00 | \$8,000.00 |
| Production Materials | \$1,275.00 | \$10,200.00 |
| Hospitality | \$25.00 | \$200.00 |
| FORD Marketing Materials | \$312.50 | \$2,500.00 |
| Insurance | \$70.00 | \$560.00 |
| *Estimated Subtotal | \$2,682.50 | \$21,460.00 |

Ford Theatre Foundation - Contribution Percentage Chart

| *Estimated Contribution Percentages for Ford Theatre Foundation | |
|---|-------------|
| Year 1 - up to 75% | \$16,095.00 |
| Year 2 - up to 50% | \$10,730.00 |
| Year 3 - up to 25% | \$5,365.00 |
| *Estimated Full Contribution = | \$32,190.00 |

City of San Fernando - Contribution Percentage Chart

| *Estimated Contribution Percentages for City of San Fernando | |
|--|-------------|
| Year 1 - up to 25% | \$5,365.00 |
| Year 2 - up to 50% | \$10,730.00 |
| Year 3 - up to 75% | \$16,095.00 |
| *Estimated Full Contribution = | \$32,190.00 |

*Please note: These figures are only estimates and are subject to change.

Community JAM Sessions
Estimated Cost Breakdown

EXHIBIT B**Estimated Cost Breakdown per Community JAM Session**

| | Estimated Cost | Potential for In-Kind Donation | |
|--------------------------------|-------------------|--------------------------------|---------------------------|
| Artist Fees | \$1,000.00 | NO | *Cash equivalent required |
| Sound Equipment | \$300.00 | YES | |
| Dance Floor | \$800.00 | YES | |
| Chair Rental | \$100.00 | YES | |
| Tables | \$75.00 | YES | |
| Hospitality | \$25.00 | YES | |
| Marketing Materials | \$312.50 | YES | |
| Insurance | \$70.00 | NO | *Cash equivalent required |
| *Total Estimated Costs: | \$2,682.50 | | |

*Foundation and City shall negotiate in good faith to determine value of in-kind and financial resources contributed by each party to the production of JAM Sessions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2014

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 License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (818) 539-2300 | FAX (A/C, No): (818) 539-2301 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Nonprofits' Insurance Alliance of CA | |
| | INSURER B: | |
| INSURED Ford Theatre Foundation 2580 Cahuenga Blvd. East Hollywood, CA 90068 | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |
| | INSURER G: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|---|---------------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 201425180NPO | 05/21/2014 | 05/21/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Fred Ramirez, Community Development Director

Date: December 1, 2014

Subject: Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2015-2016

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Adopt Resolution No. 7661 (Attachment "A") approving the allocation of City CDBG Funds for Street Improvement Program and Projects in FY 2015-2016; and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission (LA CDC) for approval.

BACKGROUND:

Source of Funds. The City of San Fernando receives an annual allocation of federal CDBG funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the LA CDC. CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate income residents of the community. This will be the forty-first year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year (FY 2015-16) is referred to as "41st year" CDBG grant funds.

Since 2007, the City has used the annual allocation of CDBG funds to cover a majority of the annual loan repayment amount to the LA CDC for City's Section 108 Loan. The Section 108 Loan from the LA CDC was obtained in order to provide \$3.0 million in CDBG funds from the LA CDC to cover a portion of the construction cost of the San Fernando Regional Pool located at 300 Park Avenue. Based on the recent approval by the City and Los Angeles County of a lease for the

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2015-2016Page 2 of 5

County's ongoing operation of the San Fernando Regional Pool Facility that also provides for the County's repayment of the remaining balance of the City's Section 108 Loan, the City is once again anticipated to have an annual allocation of CDBG funds. The first year of CDBG funds available is the coming fiscal year, FY 2015-2016 with a total amount available of \$249,268. This amount includes \$231,768 allocated for FY 2015-2016 and \$17,500 of unexpended program income funds from prior years.

Eligible expenditures. To be eligible for CDBG funding consideration, City's proposed project(s) must meet one of the following two national program general objectives:

- ✓ To benefit low and moderate income persons; and/or
- ✓ To aid in the prevention neighborhood deterioration.

Projects submitted under the low and moderate income objective can be qualified by one of two methods. It can be located and primarily serve residents within the "eligible area-benefit zones" (Attachment "B"), or it can be approved as a "direct benefit" project. A direct benefit project is one directly serving only low and moderate income individuals, whose eligibility is determined by obtaining individual/household income and residency verification.

If the project is being submitted under the objective of aiding in the prevention of neighborhood deterioration, the LA CDC requires documentation substantiating deteriorated conditions in the proposed project area. In prior years, location within an approved redevelopment project area qualified a project under a presumed slum and blight determination. However, due to the age of many redevelopment plans, this presumed declaration is no longer employed by the CDC.

At least 85% of the yearly CDBG allocation must be used to benefit low and moderate income persons. A maximum of 15% of the current year allocation may be devoted to public service projects or programs. CDBG funding is no longer available to pay for the planning and administration as a separately funded program/activity. However, the City can recover planning and administration costs incurred within the administration and implementation of an approved CDBG funded program/project.

Procedure. In order to receive federal CDBG funds through the LA CDC, the City must determine its intended allocations of available CDBG funds for the upcoming fiscal year, provide an opportunity for public input and comment on such proposed uses, and submit an adopted City Council Resolution or approved City Council meeting minutes to the LA CDC conveying the City's intended allocations. These intended uses are then reviewed by the LA CDC and approved if they are in conformance with federal CDBG eligibility requirements and LA CDC procedures.

The City utilizes the noticed Public Hearing process to accept public comments and input regarding the CDBG program and the proposed allocation of funds for the upcoming 41st

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2015-2016Page 3 of 5

program year. A City Council public hearing has been scheduled for December 1, 2014, and has been noticed by postings and publication three weeks in advance of the hearing.

Adoption of the attached draft resolution (Attachment "A") will document the City's process and the City Council's determinations on planned allocations of available CDBG funding for the upcoming 41st CDBG program year. Submittal of such an adopted resolution to the CDC prior to their January 1, 2015, deadline will assure timely review and approval by the LA CDC, and thus availability of these CDBG funds to the City at the start of the upcoming fiscal year in July of 2015.

ANALYSIS:

Proposed CDBG Funds Allocations. City staff is recommending that the City Council consider funding the following project with CDBG funds for FY 2015-2016 (41st Program Year):

Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Projects for FY 2015-2016 (Funding Allocation: \$249,268). Per federal and LA CDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. Staff is recommending that the City Council use the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LA CDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

On September 16, 2014, LA CDC held a community meeting in the City of San Fernando at the Regional Pool Facility in order to solicit community input regarding community development needs and to allow residents to participate in the planning of how CDBG Funds are allocated for future fiscal years. As part of LA CDC's planning process they also solicited public input via resident surveys of which 254 were received from City of San Fernando residents. As a result of the survey, the following top five needs were identified in order of ranking:

1. Street/Alley Improvements
2. Sidewalk Improvements
3. Anti-Crime Programs
4. Trash and Debris Removal
5. Graffiti Removal

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2015-2016

Page 4 of 5

It is City staff's assessment that the proposed project would address two of the top five community needs identified in LA CDC's survey and therefore merits consideration for City Council approval.

Resolution on CDBG Funds Allocation. Based on the foregoing analysis and recommendations, staff has prepared City Council Resolution (Attachment "A") for submittal to the LA CDC providing for the proposed allocation of 41st Program Year CDBG funds in the City budget for the upcoming fiscal year (FY 2015-2016) as indicated in the table that follows:

| Project | Amount |
|---|------------------|
| | |
| Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Project | \$249,268 |
| <i>Subtotal - FY 2015-2016 CDBG Budget Allocation</i> | \$231,768 |
| <i>Subtotal - unexpended CDBG Funds noted as income from prior programs</i> | \$17,500 |
| <i>Total CDBG Funds available for Project</i> | \$249,268 |

BUDGET IMPACT:

The proposed allocation of \$249,268 in total CDBG funds that must be used for street improvements in a low- and moderate-income area of the community would supplement the amount of unrestricted City General, State Gas Tax, Proposition C and A Funds that otherwise would be necessary to complete these type of infrastructure improvements in the City's qualifying low- and moderate-income neighborhoods. The total CDBG funds to be used include \$231,768 allocated for FY 2015-2016 and \$17,500 of unexpended program income funds from prior years.

CONCLUSION:

Staff has prepared the attached draft Resolution (Attachment "A") concerning proposed allocations of CDBG grant funds for Fiscal Year 2015-2016. It is staff's assessment that the proposed project allocation will utilize these funds in a manner consistent with the City Council's community development objectives, and in conformance with CDBG regulatory requirements. Pending public testimony and City Council discussion at the Public Hearing, City

Consideration to Approve Allocation of City's Community Development Block Grant (CDBG) Funds for Fiscal Year (FY) 2015-2016Page 5 of 5

Council adoption of the Resolution on December 1, 2014, will ensure timely LA CDC approval of projects by the July 1, 2015 program year start date.

ATTACHMENTS:

- A. Resolution No. _____
- B. Public Notices

ATTACHMENT "A"**RESOLUTION NO. 7661****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA APPROVING PROJECTS FOR
FORTY-FIRST PROGRAM YEAR (2015-2016) COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of San Fernando has received notification of the estimated availability of \$231,768 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2015-2016; and

WHEREAS, the City of San Fernando has approximately \$17,500 in prior year CDBG funds that it desires to allocate to specific projects; and

WHEREAS, project proposals have been requested for the programming of these funds; and

WHEREAS, the City has published information regarding eligible activities under the Act and has duly noticed and conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

SECTION 1: That the City of San Fernando desires to fund eligible Community Development Block Grant Projects with 41st Program Year funds and with unexpended funds obtained from prior year allocations.

SECTION 2: That City staff is hereby directed to submit to Los Angeles County, through this document, the City's intent to approve and fund the listed project.

SECTION 3: That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of approved 41st Program Year Community Development Block Grant Fund projects as may be amended and as may be necessary.

SECTION 4: That the City Manager is directed and authorized to submit the City's final list of proposed updated projects for Fiscal Year 2015-2016 to the County of Los Angeles, reflecting the funding allocations set forth herein, as indicated in Exhibit "A". Should the City's

final allocation vary from the allocated figures contained herein, the City Manager is authorized to allocate the variance in an amount not to exceed 10% of the approved project allocations.

SECTION 5: That the City Manager is directed and authorized to execute all documentation required for CDBG program and project implementation for Fiscal Year 2015-2016 as may be necessary.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be filed in the Office of the City Clerk, and said copy to be submitted to the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED this 1st day of December, 2014.

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 1st day of December, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT “A”

**CITY OF SAN FERNANDO
FORTY-FIRST PROGRAM YEAR (FY 2015-2016)
COMMUNITY DEVELOPMENT BLOCK GRANT
APPROVED PROJECTS- UPDATED**

| SUBMITTING ORGANIZATION | PROJECT TITLE | FY 2015-2016 CDBG Allocation |
|---|---|---|
| CITY OF SAN FERNANDO Community Development | Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Project | \$231,768 |
| SUBMITTING ORGANIZATION | PROJECT TITLE | Prior Fiscal Year Unexpended CDBG Funds CDBG |
| CITY OF SAN FERNANDO Community Development | Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Project | \$17,500 |
| TOTAL | | \$249,268 |

ATTACHMENT "B"

PUBLIC NOTICE
(PROOF OF PUBLICATION)

THURSDAY, NOVEMBER 13, 2014

23 K

by the following vote to wit:

AYES: Ballin, Lopez,
Gonzales, Fajardo, Avila - 5
NOES: None
ABSENT: None
ABSTAIN: None

Elena G. Chávez
City Clerk

Publish: November 13, 2014
L11204

NOTICE OF PUBLIC HEARING**THE CITY COUNCIL OF
THE CITY OF SAN FERNANDO**

NOTICE IS HEREBY GIVEN of a Public Hearing to be held before the City Council of the City of San Fernando to consider and approve funding for projects for 41st Program Year (July 1, 2015- June 30, 2016) Community Development Block Grant (CDBG) funding as part of the CDBG Consolidated Plan (Action Plan). If approved by the San Fernando City Council, the City will submit the request to use the City-allocated CDBG funds to the U. S. Department of Housing and Urban Development.

City of San Fernando
Street, Curb/Curb Ramp and
Gutter Rehabilitation and Tree
Planting Project
(FY 2015-2016)
2015 Projected HUD Annual
Funding Allocation: \$231,788
City Program Income Funding:
\$17,500
Total Project Funding: \$249,288

The project will use the anticipated 2015 HUD Allocation of CDBG Funds and unused CDBG Funds from prior programs to undertake one project that includes street, curb and gutter, ADA ramps, and tree planting work within the City's eligible low- and moderate-income neighborhoods.

Anyone wishing to comment should submit written comments by Monday, December 1, 2014. In addition, all interested parties wishing to comment are also invited to attend the Public Hearing. Public testimony regarding the proposed matter will be heard by the City Council on:

DATE: Monday, December 1, 2014

TIME: 6:00 P.M.

LOCATION: Council Chambers
117 Macneil Street
San Fernando, CA 91340-2993

If you wish to challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to, the public hearing.

For further information on programs administered by the City San Fernando, you may log on to our website at: www.sfcity.org. You can also contact the City's Community Development Director, Fred Ramirez via phone at (818) 898-1227 or send written correspondence to the City at: City of San Fernando, 117 Macneil Street, San Fernando, CA 91340. For information on programs administered by the Los Angeles County Community Development Commission, you can log on to www.lacdc.org.

BRIAN SAEKI
City Manager

DATED: November 10, 2014
PUBLISH: November 13, 20, and
27 of 2014
L11205

**READ
MORE
LOCAL
NEWS
IN THE VALLEY
ONLINE**
WWW.SANFERNANDOSUN.COM

SOLUTION TO PUZZLE THAT IS ON PAGE 16

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Approve Conceptual Design of Landscaping and Water Conservation Enhancements on Brand Boulevard Medians

RECOMMENDATION:

It is recommended that the City Council:

- a. Provide input and direction related to the proposed conceptual design for water conservation and landscaping enhancements on the Brand Boulevard medians;
- b. Authorize the City Manager to proceed with landscaping design plans for the Brand Boulevard medians (Attachment "A"); and
- c. Authorize the City Manager, or designee, to apply for turf removal rebates and other available grant funding through the Metropolitan Water District (MWD) to fund landscaping enhancements.

BACKGROUND:

1. 2013 was the driest year on record for California and the drought has continued into 2014. Many regions of the State have been severely impacted, prompting Governor Brown to ask all Californians to reduce their daily water use by 20%. While Los Angeles County has prepared for dry periods like this, water reserves throughout the State are being rapidly depleted.
2. In response to the ongoing severe drought, State Water Resources Control Board (SWRCB) emergency regulations go into effect on or about August 2014 and remain in effect for 270 days (approximately nine months), unless extended by the State Water Board. Since most Californians use 50% of water consumption of outdoor use, the regulations are intended to reduce outdoor urban water use. The regulations require all urban water suppliers to:

Consideration to Approve Conceptual Design of Landscaping and Water Conservation Enhancements on Brand Boulevard MediansPage 2 of 5

- Promote water conservation by implementing requirements and actions of the California Department of Water Resources (DWR) approved Water Shortage Contingency Plan that imposes mandatory watering restrictions on outdoor landscaping and turf.
 - Prepare and submit reports to SWRCB to monitor potable water production and estimate gallons of water used per person per day for residential customers.
3. On October 6, 2014, the City Council revised its Water Conservation Ordinance and adopted a Water Conservation Policy, declaring a local water emergency and implementing a comprehensive City water conservation plan identifying programs that will help to reduce water usage in the community, including limiting outdoor watering times and encouraging the use of drought tolerant landscaping.

ANALYSIS:

The City of San Fernando, like other cities in California, will help lead by example and promote best practices for water conservation. Some goals included in the City's Water Conservation Policy include promoting awareness of current drought conditions, reducing water usage locally, promoting water rebates and programs available for residents/businesses through the Metropolitan Water District, including www.socalwatersmart.com; www.saveourwater.org; and www.bewaterwise.com. These water conservation program goals will help to guide City conservation efforts in the coming year.

In addition to following the State's water conservation regulations and the proposed revisions to the Municipal code, several efforts will be made to educate the community about basic steps that can be used to help save water. These include such steps as:

- Checking your property for leaks and running water;
- Reducing watering times for lawns/outdoor landscaping;
- Taking shorter showers;
- Running dishwashers and clothes washers only when full; and
- Implementing water savings devices in irrigation use.

Proposed Landscaping and Water Conservation Enhancements – Brand Boulevard

In conjunction with the City's water conservation efforts, the City has begun to identify possible locations to help reduce water usage and encourage the use of drought tolerant landscaping. Several City-owned locations have been identified as strong candidates for improvements, including street medians and landscape planters near streets, City parks, and City facilities.

Consideration to Approve Conceptual Design of Landscaping and Water Conservation Enhancements on Brand Boulevard Medians

Page 3 of 5

One such location includes the landscaped street medians on Brand Boulevard, from the City's entry point south of O'Melveny Street to Truman Street. This location was selected as an ideal location to initiate landscaping improvements due to its high visibility and use as a primary entry point into the City. The existing medians are landscaped with turf and shrubs that require high water usage. Proposed improvements include the following:

- The full renovation of existing landscaped medians with drought tolerant landscaping, synthetic turf, and decomposed granite;
- The installation of new irrigation equipment, including centralized weather-based irrigation controllers, drip irrigation systems, and other low-flow watering components;
- The installation of lighting fixtures to enhance landscaping improvements and increase visibility along Brand Boulevard;
- The preservation of existing street trees, including Crape Myrtles and Palm Trees; and
- The installation of new "signature" trees in vacant planter areas (after consideration by the City's Tree Commission).

Attachment "A" includes a conceptual layout and artist's rendering of the renovated median landscaping. As proposed, the median will include several areas that would allow emergency vehicle access across medians, if necessary. The plant palette includes drought tolerant California native plant materials, synthetic turf, and decomposed granite to help create distinct planting areas and a cohesive landscape design.

Funding Resources and Expected Benefits

By enhancing the Brand Boulevard median landscaping with drought tolerant plant materials, the City can realize several funding programs and ongoing cost savings, including:

- **Metropolitan Water District (MWD) Turf Removal and Grant Programs**

Customers are eligible to receive \$2 per square foot of turf that is removed and replaced with drought tolerant landscaping. In addition MWD has several other grant programs available to modernize irrigation components and plant drought tolerant landscape materials. It is estimated that the size of the existing landscaped medians total approximately 40,000 square feet. Currently, this entire area is irrigated with overhead sprinkler components. Based on these programs, it is estimated that the City could be eligible for over \$80,000 in rebates and grants for the proposed landscaping and water conservation enhancements.

Consideration to Approve Conceptual Design of Landscaping and Water Conservation Enhancements on Brand Boulevard Medians

Page 4 of 5

- Staffing Resources

The City would realize savings in staff resources due to the reduced maintenance services (reduced mowing and trimming) required with maintaining drought tolerant plants, synthetic turf, and decomposed granite. In turn, these resources would be utilized to focus on other areas like City parks and facilities.

- Water Savings

The existing irrigation systems are antiquated, with most being over 40 years old and requiring regular maintenance and repairs of broken sprinkler lines. It is estimated that over one million gallons of water are used annually to irrigate the existing turf and shrubs planted in the medians along Brand Boulevard. It is expected that this usage would be reduced by 75% with the proposed landscaping enhancements and conversion to a drought tolerant plant palette.

Proposed Schedule and Next Steps

If acceptable to the City Council, staff would work on the following items to proceed with the proposed landscaping and water conservation enhancements on Brand Boulevard:

December 2014

- City Council approval of conceptual plans and authorization to develop construction plans.
- Tree Commission review and selection of proposed new “signature” trees.
- Application for water conservation rebates and grants through Metropolitan Water District.

January/February 2015

- Development of landscaping plans.
- Approval of funding for Metropolitan Water District programs.

February/March 2015

- City Council approval of plans and authorization to bid project.
- Begin Landscaping Improvements.

Consideration to Approve Conceptual Design of Landscaping and Water Conservation Enhancements on Brand Boulevard MediansPage 5 of 5

BUDGET IMPACT:

The proposed enhancements will be funded through a variety of sources, including funding included in the City's Capital Improvement Program budget, water operations budget, and outside grant funds. No General Fund monies are budgeted for this project.

CONCLUSION:

Based on the current water shortage conditions and benefits from installing a drought tolerant landscape, it is recommended that the City Council approve the conceptual design for enhancing the Brand Boulevard medians. If approved, staff will proceed with the development landscaping plans for these improvements. A full landscape design will be prepared and presented for the City Council's consideration in early 2015.

ATTACHMENT:

A. Conceptual Renderings

ATTACHMENT "A"**Proposed Turf Removal and Water Friendly Landscape Project
Brand Boulevard (at Kewen Street, facing north)**

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Authorize Increase in Scope of Work with MS Navarro Engineering and Increase in Project Budget for Nitrate Removal Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager, or designee, to approve a contract amendment (Attachment "A" – Contract No. 1725(a)) and necessary change orders with MS Navarro Engineering in the amount of \$96,316 for a total contract amount to \$553,146;
- b. Authorize an additional construction contract contingency of \$53,415 for unforeseen construction costs for the remainder of the project and authorize the City Manager, or designee to execute necessary change orders; and
- c. Approve a budget appropriation (Attachment "B" - Resolution No. 7657) in the amount of \$149,731 from the Water Fund to fund the increased contract costs in the amount of \$96,316 and additional construction contingency of \$53,415.

BACKGROUND:

1. The Sylmar Ground Water Basin (the Basin) is the aquifer that is the primary source of water serving the City of San Fernando. The City extracts water from the Basin via four wells located in Sylmar, California. For the most part, the City has been able to service the community from its adjudicated water rights in the Basin.
2. Water sampling test data collected between 2002 and 2008 indicated an upward trend in nitrate concentration levels in three of the four City-owned wells. Nitrate is a groundwater contaminate generally associated with historic agricultural uses such as dairies, feedlots, etc.

Consideration to Authorize Increase in Scope of Work with MS Navarro Engineering and Increase in Project Budget for Nitrate Removal ProjectPage 2 of 5

3. In May 2007, the nitrate concentration at Well 7A exceeded the Maximum Contaminate Level (MCL) and was shut down. It has been out of production since that time. In November 2009, Well 3 also had a nitrate reading in excess of the MCL and it too was shut down. The remaining two wells have been in constant production mode to meet the demand.
4. The City has been pursuing the Water Nitrate Removal project since December 2010 when a Request for Proposals was issued to purchase/lease nitrate remediation equipment and provide technical assistance. A contract was awarded in May 2011.
5. This particular Capital Improvement Project is subject to review and approval by several regulatory agencies resulting in a lengthy project process. The governmental entities include the State Department of Health (water quality technical application), the Los Angeles City Planning Department (conditional use permit), Los Angeles City Building and Safety Department (building permit), and the Los Angeles Bureau of Sanitation (waste water discharge from the nitrate system).
6. The City started the process to obtain a building permit from the City of Los Angeles in February 2012 and a conditional use permit in November 2012.
7. On October 21, 2013, the City Council awarded a construction contract in the amount of \$456,830 to MS Navarro Engineering for site preparation and electrical upgrades at the project site located at 12900 Dronfield Avenue in Sylmar, California. The Project included construction of an 895 square foot concrete pad, electrical panel upgrades, the construction of a 540 square foot building and partial sewer line - improvements related to the needed water nitrate removal system.
8. On November 18, 2013, a Notice to Proceed was issued, pending the approval of a Los Angeles City building permit. Minimal contract work was performed and the job was halted in January 2014, due to various delays in the issuance of the permit.
9. In February 2014, staff learned that the original two-year building permit application had expired and a permit extension would be necessary. This situation required the City to re-submit plans and re-start the plan review process. The plans had been prepared in 2012 and would now be reviewed under the latest 2014 building codes and other requirements.
10. On July 16, 2014, the City obtained all Los Angeles City clearances and approvals for the building permit.
11. Delays in obtaining construction permits from the City of Los Angeles have increased the Project budget as follows:

Consideration to Authorize Increase in Scope of Work with MS Navarro Engineering and Increase in Project Budget for Nitrate Removal Project

Page 3 of 5

- Initially, the Project plans were prepared and submitted in accordance with 2012 building codes. Due to the delays, the City of Los Angeles required resubmittal and plan changes in order to comply with the 2014 building code.
- In between issuing the Notice to Proceed and obtaining permits, the State Department of Industrial Relations (DIR) issued an increase in prevailing wages for certain construction trades effective July 1, 2014.
- The 11-month delay on the project start date affected the cost of materials since the time that bids were received.

12. Construction on the Nitrate Removal Project is nearing completion and is expected in early 2015. After project completion and required Department of Public Health testing, it is hoped that the system will be fully operational by March 2015.

ANALYSIS:

The City awarded a construction contract for Phase 1B of the Nitrate Removal Project in September 2013. This contract was awarded in anticipation of the receipt of a building permit from the City of Los Angeles. However, issuance of the building permit was delayed and City staff did not receive responsive service from the City of Los Angeles relative to the project. Consequently, the permit application expired in February 2014, and staff was required to reapply for a building permit. As a result, the City was required to resubmit project plans and comply with the 2014 building code, resulting in several required changes from the original project plans. These delays have resulted in cost increases above and beyond the scope of the original construction contract, including prevailing wage and material cost increases. In addition, project inspectors have made field changes to the project that have resulted in scope/cost increases above the original contract (Attachment "C"). These items are summarized below:

| Type | Cost Change |
|--|----------------------|
| Building Code Revisions/ Cost Increases | \$89,438.21 |
| Prevailing Wage and Material Cost Increases | \$15,914.28 |
| Field Inspection Revisions/ Cost Increases | \$32,493.16 |
| Total | \$ 137,845.65 |

Consideration to Authorize Increase in Scope of Work with MS Navarro Engineering and Increase in Project Budget for Nitrate Removal ProjectPage 4 of 5

Building Code Revisions

These items were required by the City of Los Angeles based on changes from the 2012 and 2014 building codes:

- Electrical panel upgrades
- Transformer relocation and new concrete pad
- Additional rebar in the equipment housing building
- Installation of an infiltration system

Based on these changes, the contractor submitted a change order request in the amount of \$89,438.21 for the project.

Prevailing Wage and Material Increases

As a result of the delay, work on the project did not commence until July 2014. In between issuing a Notice to Proceed to the project contractor and the project start date, the State Department of Industrial Relations (DIR) issued an increase in prevailing wages for certain construction trades effective July 1, 2014. This resulted in an additional \$1.75 per hour for several of the necessary construction trades, including general labor and carpentry. Based on these changes, the contractor submitted a change order request in the amount of \$15,194.28 for the project.

Also, as a result of the delay, the contractor has also requested a change order for an increase in material costs for this project and include the following items:

- Concrete
- Ductile Iron Pipe for Water

Field Inspection Revisions

These items were required by the City of Los Angeles during field inspections:

- Installation of an 8 foot block wall for grounding
- Installation of 12 foot swing gate for maintenance access of transformer
- Grounding of new transformer
- Increase in size of electrical pull box

Based on these changes, the contractor submitted a change order request in the amount of \$32,493.16 for the project.

Consideration to Authorize Increase in Scope of Work with MS Navarro Engineering and Increase in Project Budget for Nitrate Removal ProjectPage 5 of 5

BUDGET IMPACT:

The proposed contract amendment is \$96,316. In addition, it is recommended that an additional \$53,415 be appropriated as a construction contingency for unforeseen construction expenses.

CONCLUSION:

Due to project delays and changes resulting from the plan check, permitting and inspection process, the City has been required to incur additional project expenses with the Nitrate Removal Project. These delays have resulted in additional labor costs, materials costs, and changes to the original project scope. As a result, the City must amend its construction contract with MS Navarro in the amount of \$96,316 to cover these cost increases.

Pursuant to the City's Green Book Standards for Public Works Projects, an increase in contractor costs due to owner changes and/or delays are eligible, warranted change orders. Additionally, a construction contingency of \$53,415 is requested for unforeseen construction expenses for the duration of this construction project. Updates will be provided to the City Council regarding the final phases of this project and the disposition of the contingency funds.

In addition, City staff has initiated discussions with the City Attorney regarding the creation of a master agreement with the City of Los Angeles for future water operations projects at City-owned facilities in the City of Los Angeles. It is hoped that such an agreement would help prevent future project delays and ensure that the City does not realize project delays and contract change orders in future water improvement projects.

ATTACHMENTS:

- A. Contract No. 1725(a)
- B. Resolution No. 7657
- C. Project Budget Summary

ATTACHMENT "A"
CONTRACT NO. 1725(a)

**FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SAN FERNANDO AND MS NAVARRO
ENGINEERING FOR THE WATER NITRATE REMOVAL PROJECT-
SITE PREPARATION AND ELECTRICAL UPGRADES**

THIS FIRST AMENDMENT ("Amendment") to that certain October 21, 2013 "Construction Contract" (Contract No. 1725) executed by and between the **City of San Fernando**, a municipal corporation ("CITY") and **MS Navarro Engineering** ("CONTRACTOR") is made and entered into this 1st day of December 2014. For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR and the capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, the CITY and CONTRACTOR have entered into that certain Contract for Site Preparation and Electrical Upgrades dated October 21, 2013 (the "Master Contract"); and

WHEREAS, the total compensation for "Work of Improvement" in the Master Contract was initially Four Hundred Fifteen Thousand Three Hundred Dollars (\$415,300); and

WHEREAS, pursuant to City of Los Angeles plan check review, additional work and materials are necessary to complete the project; and

WHEREAS, the State of California Department of Industrial Relations has increased prevailing wage on public works project effective July 1, 2014; and

WHEREAS, the Parties desire to amend the Master Contract to increase the total amount of compensation.

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

1. Section 3. (COMPENSATION), of the Master Contract is hereby amended as follows:

CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of FIVE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS (\$553,146).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

2. Except as otherwise set forth in this Amendment, the Master Contract shall remain binding, controlling and in full force and effect. This Amendment, inclusive all Attachments to the Amendment and together with the Master Contract shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
3. The provisions of this Amendment shall be deemed a part of the Master Contract. Except as otherwise provided under this Amendment, the Master Contract and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Contract, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the provisions of the Master Contract.
4. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to CONTRACTOR following execution.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF SAN FERNANDO

MS Navarro Engineering

Brian Saeki
City Manager

By: _____
Name
Title

ATTEST:

Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez
City Attorney

ATTACHMENT "B"**RESOLUTION NO. 7657****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2014-15 ADOPTED ON JUNE 16,
2014**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2014-15, commencing July 1, 2014, and ending June 30, 2015; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City's Water Nitrate Removal Project costs have increased due to City of Los Angeles building permit plan check requirements and the State of California Department of Industrial Relations increase of prevailing wage on public works projects effective July 1, 2014; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2014 and ending June 30, 2015, a copy of which is on file in the City Clerk's Office, has been adopted on June 16, 2014.

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

Section 1. The following adjustments are made to the City Budget:

Fund 070-384-0857-4600 Water Production-Nitrate Project- Capital Projects:

| | |
|---------------------------|-----------|
| Increase in Expenditures: | \$151,630 |
| Decrease in Revenues: | \$0 |

PASSED, APPROVED, AND ADOPTED this 1st day of December, 2014.

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 1st day of December, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"

City of San Fernando
First Street Storage Site Grading and Site Preparation
Phase 1B - 12900 Dronfield Ave Site Preparation and Electrical Upgrades
Construction Summary

| Bid Item | Description | Bid Qty | Unit | Contract Unit Price | Amount | Subtotal | To Date Qty | 9/29/2014 Extended Price |
|-----------------------------------|---|---------|------|---------------------|---------------|----------|-------------|--------------------------|
| A GENERAL | | | | | | | | |
| 1 | Mobilization, Bonds, Insurance, License, Demobilization | 1 | L.S. | \$ 25,000.00 | \$ 25,000.00 | | 82% | \$20,540.00 |
| 2 | NPDES Compliance and Dust Control | 1 | L.S. | \$ 5,000.00 | \$ 5,000.00 | | 50% | \$2,500.00 |
| | Subtotal | | | | \$ 30,000.00 | | | |
| B GRADING AND CIVIL WORK | | | | | | | | |
| 3 | Earthwork | 100 | C.Y. | \$ 100.00 | \$ 10,000.00 | | 49% | \$4,900.00 |
| 4 | Construct 12" PCC Pad | 895 | S.F. | \$ 16.76 | \$ 15,000.20 | | 0% | \$0.00 |
| 5 | Construct CMU Building | 1 | L.S. | \$ 115,000.00 | \$ 115,000.00 | | 33% | \$38,160.00 |
| | Subtotal | | | | \$ 140,000.20 | | | |
| C PLUMBING WORK | | | | | | | | |
| 6 | Construct Sewer System In Place Per Plan | 1 | L.S. | \$ 48,700.00 | \$ 48,700.00 | | 70% | \$34,090.00 |
| 7 | Construct Water System In Place Per Plan | 1 | L.S. | \$ 74,300.00 | \$ 74,300.00 | | 0% | \$0.00 |
| | Subtotal | | | | \$ 123,000.00 | | | |
| D ELECTRICAL WORK | | | | | | | | |
| 9 | Electrical Upgrades at 12900 Dronfield Avenue | 1 | L.S. | \$ 60,500.00 | \$ 60,500.00 | | 54% | \$32,550.00 |
| 10 | Electrical Upgrades at 13180 Dronfield Avenue | 1 | L.S. | \$ 59,800.00 | \$ 59,800.00 | | 62% | \$37,040.00 |
| | Subtotal | | | | \$ 120,300.00 | | | |
| E MISCELLANEOUS | | | | | | | | |
| 11 | Surveying | 1 | L.S. | \$ 2,000.00 | \$ 2,000.00 | | 200% | \$4,000.00 |
| | Subtotal | | | | \$ 2,000.00 | | | |
| F CHANGE ORDERS | | | | | | | | |
| 1 | Replace Switchboard | 1 | L.S. | \$ 11,069.60 | \$ 11,069.60 | | | |
| 2 | Transfer Relocation | 1 | L.S. | \$ 18,506.60 | \$ 18,506.60 | | | |
| 3 | 4.5% Increase due to Delay (Greenbook) | 1 | L.S. | \$ 15,914.28 | \$ 15,914.28 | | | |
| 4 | Additional Rebar #6 per LADBS | 1 | L.S. | \$ 2,712.23 | \$ 2,712.23 | | | |
| 5 | Infiltration System | 1 | L.S. | \$ 57,149.78 | \$ 57,149.78 | | | |
| 6 | Large Pull Box | 1 | L.S. | \$ 3,193.16 | \$ 3,193.16 | | | |
| 7 | CMU Block Wall/Gate/Grounding Requirements | 1 | L.S. | \$ 29,300.00 | \$ 29,300.00 | | | |
| | Subtotal | | | | \$ 137,845.65 | | | |
| | Total | | | | \$553,145.85 | | | |
| | Amount Needed | | | | \$137,845.65 | | | |
| Total to Date \$173,780.00 | | | | | | | | |

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Brian Saeki, City Manager
By: Robert Parks, Police Chief
Nichole Hanchett, Police Lieutenant

Date: December 1, 2014

Subject: Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc. for Parking Citation Processing Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a three-year Professional Services Agreement (Attachment "A" – Contract No. 1774), with two optional one-year extensions, between the City of San Fernando and Turbo Data Systems, Inc. for Parking Citation Processing Services and to liaison between Department of Motor Vehicles (DMV), Franchise Tax Board and third party collections; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

1. On January 20, 2009, the City Council approved a sole source contract with Revenue Experts, Inc. aka Data Ticket, for processing of Administrative citations for Community Development.
2. Due to the realignment of Code Enforcement with the Police Department, on November 16, 2009, City Council approved a sole source contract with Data Ticket for parking citation processing which included processing, adjudication and collections. This contract took effect December 1, 2009, and expires December 1, 2014.
3. On October 24, 2014, the Police Department initiated a formal Request for Proposals (RFP) for Parking Citation Processing services.
4. On November 18, 2014, the City received five (5) proposals in response to the RFP.

Consideration to Approve a Professional Services Agreement with Turbo Data Systems, Inc. (TDS) for Parking Citation Processing ServicesPage 2 of 2

ANALYSIS:

On September 18, 2014, all five (5) proposed vendors were contacted via email and asked to schedule a teleconference. On September 19, 2014 and September 20, 2014, an Evaluation Panel (Panel) consisting of the Support Services Division Commander, Records/Systems Administrator and Parking Appeals Hearing Officer reviewed the proposals and interviewed all five (5) potential vendors.

Based on the information included in the RFP, responses obtained during the telephonic interviews, demonstrations of the products offered, and their ability to tailor services specifically for the needs of the City, the Panel is recommending City Council award contract to Turbo Data Systems Inc. to provide Parking Citation Processing Services.

Turbo Data Systems, Inc. (TDS)

TDS has been providing comprehensive parking citation processing services to a variety of municipalities and universities throughout California since their inception in 1985. Their Corporate headquarters is located in Tustin, California and their northern office is located in San Jose, California. They presently serve over 100 clients including the nearby communities of California State University, Northridge and Culver City. TDS provides wireless technology for handheld devices that transmit real time data and can integrate with other applications including the Police Department's current License Plate Readers (LPR).

TDS demonstrated extensive knowledge of parking citation processing, adjudication procedures, and aggressive solutions for capturing past debt. In addition, their approach is flexible and is driven by the needs of their clients.

BUDGET IMPACT:

The only anticipated start-up fees would consist of ticket stock and envelopes which would be offset by citation revenue. Because this professional service is a revenue generating activity, the anticipated budget impact will be increased revenue for the General Fund.

CONCLUSION:

It is recommended that the City Council approve a three-year service agreement, with two optional one-year extensions, between the City of San Fernando and Turbo Data Systems, Inc.

ATTACHMENT:

A. Contract No. 1774

**ATTACHMENT "A"**
CONTRACT NO. 1774

2014
PROFESSIONAL SERVICES AGREEMENT
(Parking Citation Processing Services)
(Turbo Data Systems, Inc.)

THIS 2014 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2nd day of December, 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Turbo Data Systems, Inc. (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 require the performance of parking citation processing services in connection with the processing, adjudication and collections of applicable fines and fees; 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 December 1, 2014, under Agenda Item [REDACTED]; 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:

I.

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 Parking Citation Processing Services Contract and dated as of November 18, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). 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 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 three (3) years commencing from December 2, 2014 (hereinafter, the "Initial Term") and expiring on December 1, 2017.
- B. Upon the expiration of the Initial Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless, prior to the expiration of the Initial Term or any subsequent extension term, either Party issues written notice to the other expressing its desire not to extend the Agreement. In the event CONSULTANT does not desire to extend the Agreement, CONSULTANT's notice of intent not to extend the Agreement shall be delivered to CITY no less than sixty (60) calendar days prior to the expiration of the Initial Term or any subsequent extension term.
- C. 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 AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under **Exhibit "B"** of the Scope of Work under the heading "Parking Citation Processing Services 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 General Manager 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.

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 Support Services Division Commander Lieutenant Nichole Hanchett and Records/Systems Administrator Sylvia Ortega (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates Roberta J. Rosen, President and Owner of Turbo Data Systems, Inc. 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 highest 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: 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. 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.
 - 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: 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.

D. 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 shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, 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 CONSULTANT'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 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 and City's engineer, 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 (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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:

Turbo Data Systems, Inc.
Roberta J. Rosen
President
18302 Irvine Blvd, Suite 200
Tustin, CA 92780-3464
Ph: 714-573-5757
Fax: 714-573-0101
www.turbodata.com

CITY:

City of San Fernando
Police Department
Attn: Lieutenant Nichole Hanchett
Support Services Division Commander
910 First Street
San Fernando, CA 91340
nhanchett@ci.san-fernando.ca.us
Tel: (818) 898-1255
Fax: (818) 365-7764

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 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 6.16, 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.

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: _____
Brian Saeki, City Manager

APPROVED AS TO FORM:

By: _____
Rick R. Olivarez, City Attorney

CONSULTANT:

Turbo Data Systems, Inc.

By: _____
Roberta J. Rosen, President

EXHIBIT "A"**SCOPE OF SERVICES****PARKING CITATION PROCESSING AND COLLECTION**

TDS shall perform the following services in processing all parking citations:

- A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Customer's database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Customer's database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay

in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

- G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.
- K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable non-judicial public inquiries by phone mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide weekly reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report
- L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of

revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.

- M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for agency processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.
- P. **Online Inquiry Access for Customers' Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS'

technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.

- Q. **Additional Notices**— TDS will mail **Other Correspondence** as required for processing.
- R. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Delinquent accounts are sent to a credit reporting agency on a weekly basis. Paid accounts are reported to the credit reporting agency weekly. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- S. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.
- T. **Bank Account Management** – TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a, monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.
- U. **Handheld Ticketwriters – ticketPRO Magic** – TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect. TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field. TDS will provide a 4G data plan with unlimited voice/text messaging for field units.
- V. **Hearing Examiner Services** – TDS will be responsible for conducting fair and impartial on-site and written hearings for the administrative adjudication process for parking citations issued in San Fernando. TDS agrees to perform hearing examiner services at a date and time mutually agreed upon by TDS and Customer and will ensure that the hearing

examiners comply with the training requirements for the position as outlined in California Vehicle Code Section 40215. TDS will ensure that the hearing examiner completes hearings in a timely manner, renders a written decision to uphold or deny each appeal, and completes all necessary paperwork. TDS agrees that all hearings will be performed in accordance with CVC 40215 requirements.


EXHIBIT "B"

PARKING CITATION PROCESSING SERVICES FEE PROPOSAL*NOTE: Failure to complete this page may result in a proposal being considered unresponsive*

In accordance with your invitation to submit proposals for Parking Citation Processing Services as described by the City of San Fernando Request for Proposal, we are pleased to offer the City of San Fernando the aforementioned for the following prices:

| ITEM NO. | DESCRIPTION | FEE PROPOSED |
|----------|---|--|
| 1 | Basic processing fee for electronic citation | \$ 0.45 |
| 2 | Basic processing fee for each manual citation | \$ 0.65 |
| 3 | Special collection processing fee per account | 30% of amount collected |
| 4 | Cost for mailing of notices, per notice | \$ 0.80 (includes postage) |
| 5 | Out-of-State processing fee, per transaction | 30% of amount collected |
| 6 | Payment processing, per transaction | \$ 0.00 |
| 7 | Hearings (A Trip fee will be added for each scheduled in-person hearing date) | \$ 40.00 per hearing |
| 8 | Other charges not listed in the RFP (describe and explain) | |
| | Other Correspondence, Review and Hearing Letters | \$ 0.80 (includes postage) |
| | Paperless Appeals- (Online and mailed initial reviews) | \$ 1.50 per appeal |
| | FTB Collections (FTB notice included) | \$ 2.50 per account plus 15% of amount collected |
| | Credit Card processing fee of \$3.95 per citation is charged to the payer for all online and phone payment. | No fee to Agency |
| | Bank Management (Optional) | \$50/month plus Bank supplies and fees |
| | Postal Rate Increase Offset | If needed |
| | CPI Increases | TBD |
| | Purchase of ticketPRO Magic System | See Page 33, Sec. 4.3 |
| | Rental/Lease of ticketPRO Magic System | See Page 34, Sec. 4.4 |

COMPANY INFORMATION

| | | | |
|---|-------------------------------|---|---------------------------|
| COMPANY NAME Turbo Data Systems, Inc. | | TELEPHONE NUMBER (714) 573 - 5757 | |
| ADDRESS 18302 IRVINE BLVD. SU-200 | | CITY TUSTIN | STATE CA |
| | | ZIP CODE 92780 | |
| NAME ROBERTA ROSEN | TITLE PRESIDENT/CEO | SIGNATURE  | DATE 11/21/2014 |

| | |
|--|--|
| Other Correspondence Review & Letters | <i>\$0.80 per notice mailed (Includes Postage)</i> |
| Includes: all forms, envelopes, printing and <u>postage</u> . NSF letters, Partial payments, Name and address changes, Initial Review Result Letters, Hearing Notification and Result Letters, etc. | |
| Online Appeals and Scanning of Mailed in Appeals | <i>\$1.50 per Appeal</i> |
| This service allows for online submitted appeals and a 100% PAPERLESS appeal system. All mailed-in appeals are scanned in to the system and are reviewable by City staff using the <u>eAppealsPRO</u> online review system. All appeals are in the same place, and the documentation is saved electronically. A complete history of all appeals and their results, who made the decisions, etc. is available online at all times for the City. | |
| Franchise Tax Board Collections | <i>*\$2.50 per account plus 15% of amount collected</i> |
| TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters, and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. <i>*This fee is subject to change each new FTB year.</i> | |
| Credit Card Payments (Internet and Phone/IVR) | <i>No Charge to Agency</i> |
| A \$3.95 fee per citation paid is charged to the customer for this service. This fee covers the cost of ongoing maintenance, support and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change). | |
| Bank Management (Optional) | <i>\$50/month plus bank supplies/fees</i> |
| <ul style="list-style-type: none"> • Process all parking deposits into a separate account setup for Agency • Handle any NSF checks • Process any required Refund checks; A \$5.00 fee per refund check will be billed to Agency • Write and send monthly surcharge check to the county based on reporting • Write a check to TDS for services rendered • Reconcile the account monthly • Provide monthly reconciliation of all activities in the account • Write a check to Agency monthly for the balance of the funds | |

Cost Increases:

Postal Rate Increase Offset - If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.

CPI Increases - Pricing may be adjusted by the CPI increase annually.

| Summary Pricing - ticketPRO Magic Purchase | |
|--|------------------------|
| ticketPRO Magic Price per Unit with strap (most common configuration) *not included: ePTT, Insurance, extended warranty | \$1,635 |
| ticketPRO Magic Monthly Fee | \$55/month/unit |

| Item Detail - Purchase of ticketPRO Magic Smartphones with Data Plan Pricing | |
|--|---|
| Item & Description | Rate |
| Smartphone: Rugby PRO // 4.0" Color touch-screen // GPS mapping // Color Photos // Multiple Chalking Options // Meter Mapping // Permit & Scofflaw Alerts // Data shared to all units // Car Charger //Includes heavy-duty case | \$470 each |
| ticketPRO Magic Software | \$350 each |
| ticketPRO Magic Software Setup/Configuration Initial setup and installation of software with Agency specific information // Includes 1 Day Training with initial purchase | \$100 each |
| ticketPRO Magic Software Maintenance and Support: TicketPRO Magic software and ticketPRO Server software // Remote servicing and updates // Fast phone and email support for Agency requests | \$25/mo./unit |
| Managed 4G Data Plan: Features made available with 4G access: Live citation transfer // License Plate Recognition (LPR) // Real-time Data Share across all units // Real-Time alerts // Plate & Permit Lookups // Live Chalk Xchange and alerts // Violator Quick Pay // Custom Live Integration // Unlimited Voice & Txt // RemoteConnect servicing & training directly to the user while in the field | \$30/mo./unit |
| Enhanced Push-to-Talk Radio (ePTT)- Optional: Phone-to-Phone or Group communication. A Desktop Dispatch interface is included with every 8 phones activated with ePTT. City may choose how many phones to activate with ePTT. | \$10/mo./unit |
| Lost/Stolen/Damaged Replacement- Optional: A fully configured smartphone with ticketPRO Magic software will be replaced within 3 full business days of reported incident with a deductible fee. Each covered phone can have two replacements in a 12 month period. | \$10/mo./unit (\$100 deductible) |
| ticketPRO Magic Printer Pricing | |
| Item & Description | Rate |
| Bluetooth Printer: Datamax MF2Te printer // Includes Lithium-Ion Battery // AC Charger // Configured to Agency's ticketPRO Magic system | \$680 Each |
| 3-Year Extended and Comprehensive Warranty (Opt.): Parts & Labor, including physical damage or abuse // TDS will provide a loaner unit while unit is in repair //excludes batteries and accessories | \$200 each |
| 5-Year Extended and Comprehensive Warranty (Opt.): Parts & Labor, including physical damage or abuse // TDS will provide a loaner unit while unit is in repair //excludes batteries and accessories | \$380 each |
| Belt Clip: Heavy Duty // Fits all utility belts // Wraps around belt with Velcro release | \$35 each |
| Shoulder Strap: Heavy Duty Nylon // Adjustable comfort-wide | \$35 each |

*Sales tax not included

Citations and Envelopes are additional

All quoted prices are valid 90 days from the date submitted

| Summary Pricing ticketPRO Magic Rental/Lease | |
|--|-------------------------|
| ticketPRO Magic Price per Unit with strap (most common configuration) *not included: ePTT, Insurance, extended warranty | |
| ticketPRO Magic Monthly Fee | \$130/month/unit |

| Item Detail - ticketPRO Magic Smartphones with Data Plan Rental/Lease | |
|--|---|
| Item & Description | Rate |
| 3-Year ticketPRO Magic Lease* : Included items and additional options listed below | \$130/mo./unit |
| Smartphone: Rugby PRO // 4.0" Color touch-screen // GPS mapping // Color Photos // Multiple Chalking Options // Meter Mapping // Permit & Scofflaw Alerts // Data shared to all units // Car Charger //Includes heavy-duty case | Included |
| ticketPRO Magic Software | Included |
| ticketPRO Magic Software Setup/Configuration: Initial setup and installation of software with Agency specific information // Includes 1 Day Training with initial purchase | Included |
| ticketPRO Magic Software Maintenance and Support: TicketPRO Magic software and ticketPRO Server software // Remote servicing and updates // Fast phone and email support for Agency requests | Included |
| Managed 4G Data Plan: Features made available with 4G access: Live citation transfer // License Plate Recognition (LPR) // Real-time Data Share across all units // Real-Time alerts // Plate & Permit Lookups // Live Chalk Xchange and alerts // Violator Quick Pay // Custom Live Integration // Unlimited Voice & Txt // RemoteConnect servicing & training directly to the user while in the field | Included |
| Enhanced Push-to-Talk Radio (ePTT) - Optional: Phone-to-Phone or Group communication. Desktop Dispatch interface is included with every 8 phones activated with ePTT. City may choose how many phones to activate with ePTT. | \$10/mo./unit |
| Lost/Stolen/Damaged Replacement- Optional A fully configured smartphone with ticketPRO Magic software will be replaced within 3 full business days of reported incident with a deductible fee. Each covered phone can have two replacements in a 12 month period. | \$10/mo./unit (\$100 deductible) |
| ticketPRO Magic Printer Pricing | |
| Item & Description | Rate |
| Bluetooth Printer: Datamax MF2Te printer // Includes Lithium-Ion Battery // AC Charger // Configured to Agency's ticketPRO Magic system | Included |
| 3-Year Extended and Comprehensive Warranty (Optional): Parts & Labor, including physical damage or abuse // TDS will provide a loaner unit while unit is in repair //excludes batteries and accessories | Included |
| 5-Year Extended and Comprehensive Warranty (Optional): Parts & Labor, including physical damage or abuse // TDS will provide a loaner unit while unit is in repair //excludes batteries and accessories | N/A |
| Belt Clip: Heavy Duty // Fits all utility belts // Wraps around belt with Velcro release Or Shoulder Strap: Heavy Duty Nylon // Adjustable comfort-wide | Included (1 per printer) |

*Sales tax not included. Ending lease before full term may result in early termination fees.

Citations and Envelopes are additional

All quoted prices are valid 90 days from the date submitted

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Approve a Professional Services Agreement with Golden Touch Cleaning Incorporated for Janitorial Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1772) between the City and Golden Touch Cleaning Incorporated in the amount of \$138,000 for janitorial services; and
- b. Authorize the City Manager to execute the Agreement.

BACKGROUND:

1. On October 23, 2014, a Request for Proposals (RFP) for Janitorial Services was published on the City's website and in the *San Fernando Valley Sun* newspaper.
2. On November 4, 2014, a mandatory job walk was held for janitorial firms interested in submitting proposals.
3. On November 13, 2014 (RFP closing date), the City received nine sealed proposals to provide janitorial services.
4. Proposals were reviewed from November 17, 2014 through November 21, 2014, to evaluate responsiveness to the City's RFP, bidder qualifications, and to determine the lowest responsive proposal.

Consideration to Approve a Professional Services Agreement with Golden Touch Cleaning Incorporated for Janitorial ServicesPage 2 of 4

ANALYSIS:

The City of San Fernando currently owns nine public buildings, facilities, and parks that require regular janitorial services. These facilities are used heavily by both the public and City staff. The locations of these facilities fall into several categories, including:

- Community Centers (Recreation Park Community Center, Las Palmas Community Center)
- City facilities (City Hall, Police Department, Public Works Operations Center, Lopez Adobe)
- Park sites (Recreation Park, Las Palmas Park, Rudy Ortega Park)

Maintenance Services Description

The current janitorial maintenance services contract expires on December 31, 2014. The scope of work in the proposed contract includes janitorial maintenance services at City-owned buildings, facilities and parks, a list of which is included as part of the attached RFP (Attachment "B").

To ensure that a high standard of service is maintained, specifications for janitorial services and schedules are detailed in the proposed agreement. The agreement allows the City to alter the frequency of maintenance when necessary. Service levels will be monitored by City staff who will also review the contractor's performance and janitorial maintenance activities. Services include management, supervision, labor, equipment, cleaning and paper products, and other supplies necessary for cleaning approximately 90,000 square feet including City Hall, Police Station, Public Works Operations Center, Park Facilities, and various other City buildings.

The term of the contract is for three years and, due to the substantial commitment of personnel and equipment required by the contract, there are two optional one-year extensions. An annual Consumer Price Index (CPI) increase is included after the third year of service, subject to increases in labor costs. Experience has proven that a multi-year contract is the most cost-effective means to have maintenance work performed for both the City and the contractor.

Existing Janitorial Service Agreement

The City's existing agreement for janitorial services with Great Cleaning Services, Inc. (GCS) is \$161,268 per year and expires on December 31, 2014. GCS provides optimal janitorial services and responds immediately to specific requests made by City staff. Funds provided for janitorial services are included in the City's adopted Fiscal Year (FY) 2014-2015 budget.

Consideration to Approve a Professional Services Agreement with Golden Touch Cleaning Incorporated for Janitorial Services

Page 3 of 4

Bid Process and Analysis

A copy of the RFP for janitorial services was mailed to known janitorial services suppliers, posted on the City's website, and advertised in the *San Fernando Valley Sun* newspaper. Sealed proposals were received by 2:00 p.m., on November 13, 2014, from the following firms and were publicly opened immediately thereafter. The proposals received are summarized below:

| REQUEST FOR PROPOSAL JANITORIAL SERVICES | | | | |
|---|---------------------------------|--|--------------|--------------|
| No. | Company Name | Address | Cost | |
| | | | Base | Alternate |
| 1. | General Building Management Co. | 3255 Wilshire Blvd. Suite 1222 Los Angeles, CA 90010 | \$189,144.00 | \$158,520.00 |
| 2. | Uniserve | 2363 S. Atlantic Blvd. Commerce, CA 90040 | \$198,027.96 | \$158,482.80 |
| 3. | Golden Touch Cleaning, Inc. | 13681 Newport Ave. Suite 8 Tustin, CA 92780 | \$168,000.00 | \$138,000.00 |
| 4. | Universal Building Maintenance | 639 Wilshire Blvd. Los Angeles, CA 90017 | \$189,116.22 | \$151,226.44 |
| 5. | Commercial Cleaning Systems | 16514 Armintha Street Van Nuys, CA 91406 | \$297,819.00 | \$148,436.00 |
| 6. | Brite Works, Inc. | 620 N. Commercial Ave. Covina, CA 91723 | \$167,518.43 | \$166,457.17 |

Proposal Evaluation

Proposal evaluations were conducted by a committee of staff members and include several criteria, including: professional qualifications and experience; the overall ability to provide and perform janitorial services as stated in scope of services; track records and recommendations provided by relevant references; and proposed total costs for service.

Based on the proposals received, it has been determined that the alternate proposal from GTC is the lowest cost responsive proposal received by the City. GTC has demonstrated and acknowledged that it can perform all the City-specified requirements. Further, GTC is the City's current janitorial services provider, eliminating any transition period between service providers.

Consideration to Approve a Professional Services Agreement with Golden Touch Cleaning Incorporated for Janitorial ServicesPage 4 of 4

The alternate proposal provided by GTC in the amount of \$138,000 is within current budget constraints and will allow janitorial services to be provided at a high level.

The term of the agreement will be for three years with a maximum of two one-year options (at the City's discretion) to renew. The annual cost during the initial term of agreement for all components of service other than direct labor will remain neutral. Any increase in direct labor costs is limited to changes in the City's established minimum "Living Wage" and/or the California Public Employees' Retirement System cost of living adjustments.

BUDGET IMPACT:

Funds to cover the annual cost of janitorial services contract were appropriated in the Fiscal Year 2014-2015 adopted budget. The proposed contract is within current budgeted amounts.

CONCLUSION:

Based on the proposals received from an open, competitive process, it is recommended that the City Council award a contract for janitorial services to Golden Touch Cleaning Incorporated.

ATTACHMENTS:

- A. Contract No. 1772
- B. RFP

**ATTACHMENT "A"**
CONTRACT NO. 1772**2014**
PROFESSIONAL SERVICES AGREEMENT

THIS 201 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1st day of December 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Golden Touch Cleaning Incorporated (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 require the performance of janitorial services in connection with the identified scope of services; 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 December 1, 2014 under Agenda Item _____; 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:

I.
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 to Provide Janitorial Services" and dated as of November 13, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). 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 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 Three (3) Years commencing on January 1, 2015 to December 31, 2017 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. 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 AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under [page/section] of the Scope of Work under the heading "_____ " (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 General Manager 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 _____ Dollars (\$_____) during the entire Initial Term of the Agreement or during any single extension term ("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 Nazri Hasbun, Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates [Name and Title of Person who will be Representing Consultant in the Performance and Administration of this Agreement] 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 highest 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:** 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. **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.
 - 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:** 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.

D. 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 shall be endorsed to include contractual liability.

- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, 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 CONSULTANT'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 and City's engineer, 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 (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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:

Golden Touch Cleaning, Inc.
13681 Newport Ave., Suite 8
Tustin, CA 92780
Attn: Luis Mejia
General Manager
Tel: (714) 936-4448
Fax: (714) 542-9998

CITY:

City of San Fernando
Department of Public Works
Attn: Nazri Hasbun
117 Macneil Street
San Fernando, CA 91340
nhasbun@sfcity.org
Tel: (818) 898-1293
Fax: (818) 898-3221

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 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 6.16, 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.

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:

[Insert Name of Consultant]

By: _____

Print: _____

Title: _____

EXHIBIT "A"
[SCOPE OF WORK]

GTC

Golden Touch Cleaning

GTC

Golden Touch Cleaning

Luis Mejia
General Manager

13681 Newport Ave., Suite 8
Tustin, CA 92780-7815

goldentouchcleaninc@gmail.com

(714) 542-9999

Cell (714) 936-4448

Fax (714) 542-9998

The
Building
Maintenance
Service Experts





REQUEST FOR PROPOSALS

To Provide Janitorial Services

Issue Date: October 23, 2014

PROPOSALS DUE

November 13, 2014, 2 p.m.

**CITY OF SAN FERNANDO
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS TO PROVIDE JANITORIAL SERVICES

Introduction

The Public Works Department is accepting proposals from qualified Firms to provide janitorial services for nine (9) public facilities. The contract will be for a term of three (3) years with an option to renew for an additional two years at the discretion of the City Manager.

Firms shall be familiar with the requirements and guidelines of all Federal, State or County entities that regulate janitorial related services.

Background

The City is seeking to enter into a new service agreement with a qualified Firm to provide consistent high quality janitorial cleaning services and other related services as described in the Scope of Services. The contract will provide cleaning services to nine (9) public facilities including: Parks, Gymnasiums, as well as special provisions for the maintenance of the Police Station including jail cells. All janitorial and related services shall be provided with the highest professional standards. It is the City's intention to select a firm with experience providing janitorial services to the types of facilities listed below.

| LOCATION | ADDRESS | SQ. FOOTAGE |
|--------------------------------|-----------------------------|--------------------|
| City Hall | 117 Macneil Street | 14,432 |
| Police Station | 910 First Street | 19,669 |
| Public Works Operations Center | 120 Macneil Street | 11,345 |
| Trailer | 501 First Street | 1,864 |
| Recreation Park Facility | 208 Park Avenue | 20,334 |
| Las Palmas Park Facility | 505 S. Huntington Street | 18,691 |
| Rudy Ortega Park Facility | 2025 4 th Street | 1,120 |
| Pioneer Park Facility | 828 Harding Avenue | 700 |
| Lopez Adobe Facility | 1100 Pico Blvd. | 1,930 |

RFP PROCESS

I. Mandatory Job Walk

A pre-proposal job walk will be conducted. Please be prompt. Proposers are required to attend and all locations will be visited.

Mandatory Job Walk:

| | |
|--------------------|--|
| Date: | Tuesday, November 4, 2014 |
| Time: | 9am |
| Starting Location: | City Hall, Community Room 117 Macneil St., San Fernando, CA 91340 |
| Department: | Public Works Department |
| Contact Number: | 818-898-1222 |

Facility floor plans for each location will be provided the day of Job Walk for referencing purposes.

The purpose of the Job Walk is to give each Firm an opportunity to visually see the condition of each facility; analyze any issues which may in any way affect the performance of the work; determine the level of work to be performed; estimate materials and equipment needed and estimate work hours and crew size.

Proposal Submission Information

The following is required information for submitting a proposal to the City of San Fernando to provide janitorial services for nine (9) public facilities. Three (3) copies of Proposal: one unbound copy and two bound copies, accompanied by a cover letter signed by the person with authorization to execute a contract between the Firm and the City. The Proposals shall be valid for sixty (60) days after date set for opening thereof. The letter should summarize the key elements of the proposal.

a. Understanding of Scope of Work

Provide a brief description of Firm's understanding of the identified Scope of Work.

b. Company Information

Please provide:

- Primary and secondary contact name and title
- Name and qualifications of project manager and key team members

- Resume for each key personnel involved with providing services
- Name and title of the individual(s) that would sign Agreement if Firm were selected
- Any other names under which Firm does business
- Business office address
- Phone and fax numbers
- E-mail addresses
- Form of ownership (sole proprietorship, partnership, corporation, etc.)
- State of organization/incorporation
- Number of years in business
- Names and addresses of principals, corporate officers, and individuals with an ownership interest of greater than 10%
- Number of employees
- Federal Tax I.D. Number
- Business License Number
- Statement of willingness to sign the form contract agreement (Attachment "C"), and if not, to specifically list any provisions they object to.

c. Key Contact Persons

Firms must designate two (2) individuals that will serve as the primary and secondary contact persons that are responsible for the day-to-day administration of providing the described janitorial services to the City.

d. Related Experience

Describe related experience of both the firm and the team members assigned to this service. Describe experience in providing the requested or similar services to other jurisdictions. Please provide recent, directly related experience assisting public agencies with janitorial specific services. For each reference, indicate the reference's name, reference's title, name of the agency, description of services provided, address and telephone number, and dates for the contract. At least five (5) references should be included. The City of San Fernando reserves the right to contact any of the organizations or individuals listed.

e. List of Tools and Equipment

A list of equipment, tools, chemicals, wax, disinfectants, stain remover and other cleaning compounds to be used in executing the janitorial services shall be submitted with this proposal for review. No City equipment shall be used by the Firm. All equipment needed to perform all tasks required in the scope of work and special provisions sections of this proposal must be supplied by the Firm.

f. Fees / Cost Information

Provide a total of two (2) **"Not to Exceed Fees" (to be billed monthly) one for "Full Service Schedule and one for a Reduced Service Schedule:"** based on the requested services identified in Scope of Services. Provide the hourly rates of all personnel assigned to work on this project. These rates will be used to negotiate any additional work the City may request.

g. Arbitration, Litigation, or Judgments

Identify any cases of Arbitration, Litigation, or Judgments that the Firm has been involved in within the past 3 years and the status.

h. Employee Clearance

The Firm will be responsible for notifying the Public Works Director or his designee of any new staff, staff changes, or reassignments of employees assigned to provide the janitorial cleaning services and other related services. During the duration of the contract term, the selected Firm must have all employees assigned to work on the premises fingerprinted and a background check completed through the live scan process by the San Fernando Police Department at the Firm's expense.

i. Living Wage Compliance

The City believes the level of service it receives from its service Firm is directly related to the compensation that such firms pay their employees. Service Firms that underpay their employees tend to experience high employee absenteeism and turnover, as well as lackluster performance. Through the enactment of the City's Living Wage Ordinance, the City expects to improve the quantity and quality of services received by the City from its service Firm.

The Firm must complete and sign a Living Wage Certification Form (Attachment A) with their proposal. The selected Firm will be required to submit monthly payroll reports, including names of all employees and wages, servicing the City to ensure compliance with the Living Wage Ordinance.

Sample Agreement and Insurance Requirements

The selected firm will be required to execute a City of San Fernando Agreement for Professional Services. A sample agreement outlining typical terms and content is attached for your information. Please list or describe any exceptions to the sample agreement that your firm cannot execute or achieve.

The firm will also be required to provide, but not limited to, the following insurance coverage:

- Workers' Compensation Insurance — Statutory
- General Liability Coverage in the amount of \$1,000,000
- Professional Liability Coverage in the amount of \$1,000,000
- Automobile Liability Coverage in the amount of \$1,000,000

Submittal of Proposals and Selection Process

Provide three (3) copies of the RFP: one unbound copy and two bound copies, in a sealed envelope clearly marked **"Proposal to Provide Janitorial Services— Do Not Open."** Envelope should also indicate the company name, address, and the name of the individual submitting the proposal. Proposals shall be addressed to:

City of San Fernando
C/o City Clerk's Office
117 N. Macneil Street
San Fernando, California 91340

Sealed proposals must be received by the Office of the City Clerk, located within San Fernando City Hall, 117 North Macneil Street, San Fernando, California 91340, **by 2:00 p.m., Thursday, November 13, 2014.** Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

Late proposals will not be accepted. Any correction or resubmission done by the Firm will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered. All responses must include all required attachments and all pages of each attachment shall be consecutively numbered.

Proposals submitted to the City of San Fernando for Professional Services associated with providing, Janitorial Services for Nine Public Facilities, must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

Proposal Evaluation Criteria

Proposal evaluation will include, but not be limited to:

1. Professional qualifications and experience of the Firm and its staff in providing janitorial services to municipalities.
2. The Firm's overall ability to provide and perform services as stated in scope of work.
3. Track record and recommendation of relevant references.
4. Fee Schedules/Total Cost.
5. Ability of Contractor to meet the City's requirements under its standard contract. Particularly insurance requirements which includes \$1,000,000 for general and professional liability; and, includes \$500,000 for each automobile, workers compensation and property damage.
6. Compliance with the City's Living Wage Ordinance (Attachment "A").
7. Proposals must be submitted on the City's Bid Sheet (Attachment "B") included in this RFP.
8. Submittals of proposals that include subcontractors are prohibited. It is the City's desire to enter into an agreement with one sole Contractor.
9. The City will receive proposals only from firms represented at the job walk to be held on Tuesday, November 4, 2014 at 9:00 a.m. (at City Hall).

All information requested must be clearly and legibly set forth in the manner requested. All proposals submitted to the City in response to the RFP shall become the property of the City. Note that the City of San Fernando reserves the right to accept or reject any proposal submitted for consideration.

Fee schedules and costs will not be the sole criteria for award of this agreement. Other criteria will be considered.

Contact Kenneth Jones by **Friday, November 7, 2014** with any questions regarding this RFP:
kjones@sfcity.org

Addenda

City may modify the Request for Proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period. The City in its discretion may respond to written questions via addendum. Written addendums to this RFP will be posted on the City's website
www.sfcity.org

City Rights and Responsibilities

- a. The City reserves the right to reject any or all proposals. A proposal may be immediately rejected if:
 - i. It contains misrepresentative or misleading information
 - ii. It is received at any time after the exact date and time set for receipt of proposals.
 - iii. It does not meet the required specifications or terms and conditions as prescribed.
 - iv. It is not prepared in the format outlined in this RFP.
 - v. It is signed by an individual not authorized to represent the Firm.
 - vi. The Firm is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.
- b. The City reserves the right to:
 - i. Issue subsequent RFP'S.
 - ii. Cancel the entire RFP.
 - iii. Remedy technical errors in the RFP process.
 - iv. Appoint evaluation committees to review proposals.
 - v. Establish a short list of Firms eligible for discussion after review of written proposals.
 - vi. Negotiate with any, or all, or none of the Firms.
 - vii. Award a contract or purchase order to one or more Firms.
 - viii. Accept other than the lowest priced proposal.
- c. The City may investigate the qualifications of any firm under consideration, may require confirmation of information furnished, and may require additional evidence of qualifications to perform the services described in the RFP.
- d. City Responsibilities:

The City intends to assist the Firm in performance of its duties rather than direct and supervise the Firm's work. The City's primary contact for this project shall be the Public Works Director.

Award of Contract

Selection of the final Firm shall be effective upon City Council award of contract. Upon award of contract or purchase order, the following documents shall be required to be provided by the Firm:

- i. Signed contract or purchase order.
- ii. Proof of Insurance – General Liability, Automobile Liability, Workers Compensation, Professional Liability
- iii. City of San Fernando Business License
- iv. Professional License (if applicable)
- v. Separate Endorsement for City of San Fernando as Additional Insured

Term and Conditions**a. Term of Agreement**

The contract term will be three (3) years for the work described in the scope of work and may be terminated at any time at by the City Council. With approval from the City Manager, the Agreement may be extended for an additional two years. Pricing is to remain firm for the initial contract term. If the option to renew is exercised, then the City Manager and selected Firm shall negotiate any and all price modifications.

The City at any time during the initial contract term can make additions and/or deletions to the janitorial services required at any and all City facilities. If the Scope of Work is amended, the City Manager may make increases or reductions to the monthly charges using the Cost Breakdown form submitted with this Request for Proposal.

b. Certification

By submitting a proposal, Firm certifies that it has fully read and understands this RFP and has full knowledge of the nature of this service, including scope and quality of work to be performed. Firm also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Firm submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Firms.

c. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Firm's qualifications and other factors which the City may consider. The City

reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected Firm, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

d. Assignment and Guarantee

No assignment by the Firm of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Firm selected for contract negotiations.

e. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the Firm in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Firm.

f. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before **Friday, November 7, 2014**. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

Firms may be asked information through written communications, or interviews.

g. Discrimination

The Firm and all sub-Firms must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

PROCUREMENT SCHEDULE

The City intends to adhere to the schedule referenced below

| ACTIVITY | DATE |
|---|--------------------------|
| Issue RFP | October 23, 2014 |
| Pre proposal job walk | November 4, 2014 |
| Last day for the City to respond to questions | November 7, 2014 |
| Proposal submission deadline | November 13, 2014 |
| City Council – Award of Contract | December 1, 2014 |
| Contract Review and Signature By: | December 8, 2014 |
| Start of Service Date | January 1, 2015 |

**This schedule may change at the City's discretion*

The Public Works Director or his designee will administer this contract to ensure proper schedule is maintained and specified scope of work is performed.

Objectives

The City's primary objectives for janitorial services are:

- Establish and adhere to a regular schedule of performance satisfactory to the City's expectations. The Firm will perform tasks and conduct his operations so as to cause the least possible obstruction and inconvenience to the public and City employees.
- Ensure that the entire scope of services is being performed on a daily, weekly, monthly, and quarterly basis, as well as special requirements for the maintenance of the Police jail cells to comply with State Health and Safety Codes.
- Maintain a professional appearance; maintenance staff shall dress uniformly.

Scope of Services

GENERAL INSTRUCTIONS – for all facilities:

1. ***All supplies, including but not limited to toilet tissue, paper towels, sanitary napkins, seat covers, trash bag liners, hand soap, chemicals, refills of waterless urinal cartridges, wax, disinfectant, stain remover and equipment are to be furnished by the Firm for the maintenance of all facilities.***
2. Janitorial closets will be provided to store tools, equipment, and inventory of supplies needed for cleaning and for restocking restrooms. The janitor's closet shall be kept clean and orderly at all times. All doorways and roof access entries in janitor's closets shall at all times be easily accessible.
3. The Firm shall clean all flooring and shampoo carpeting at each facility, which shall include spot cleaning in its biannual tasks. **A VACUUM CLEANER MUST BE KEPT AT EACH LOCATION "AT ALL TIMES."**
4. The Firm shall report maintenance problems to the Public Works Director or his designee immediately.

5. The Firm shall coordinate its employees' activities and schedule with the Public Works Director or his designee. The Firm shall provide maintenance staff that is able to communicate effectively to ensure that all tasks necessary are identified and performed. All persons performing work under this contract shall be at least 18 years of age. Under no circumstances shall any minor perform any portion of the scope of work provided for in this agreement. In addition, maintenance staff shall be dressed uniformly. The uniform shall consist of a collared shirt with the Firm's business name and employee's name clearly identified on the shirt. Any alternative uniform shall be approved in advance by the Public Works Director.
6. Furniture, carpet, draperies, and other furnishings that are damaged or stained by the Firm's staff shall be repaired, cleaned or replaced by the Firm at no cost to the City.
7. On-call extra work, when ordered and authorized by the Public Works Director or his designee shall be paid for under a written work order in accordance with the terms therein provided. On-Call work will be paid based on hours worked at an hourly rate specified in Firm's proposal. Total rate will include labor, supplies, equipment, and tools needed to complete tasks. If work order tasks require rental equipment or extra costs, Firm shall notify the City and get approval, payment will be on a reimbursable basis upon receipt of invoice from vendor used by the Firm. The City reserves the right to furnish required material or equipment and adjust the On-Call hourly rate based on labor only (including benefits). The City also reserves the right to have the on-call extra work completed by City staff.
8. Monthly and quarterly reports of the tasks completed at each location must be submitted by the Firm to the Public Works Department. The Firm may email the reports to Nazri Hasbun, Public Works Superintendent (nhasbun@sfcity.org).
9. The Firm shall lock all exterior doors and set alarms at City Hall, Public Works Operations Center & Trailer at 501 First St., Recreation Park, Las Palmas Park and Lopez Adobe.
10. The City will conduct inspections of all work performed on a regular basis and will report any discrepancies or lack of performance to the Firm. If violations are reported over a period of time and are not corrected, the Firm shall be considered noncompliant and the contract may be terminated.

HOURS OF JANITORIAL SERVICES

The Firm shall conduct all operations so as to cause the least possible obstruction and inconvenience to the public and City employees.

FULL SERVICE SCHEDULE

| Facility | Address | Frequency/Days | Hours |
|--|--------------------|-------------------------------|---------------------|
| City Hall – General Offices | 117 Macneil St | Tuesday – Saturday 4x week | Between 5am – 7am |
| City Hall – Additional Rooms (tasks listed in Special Provision Section) Council Chambers Lobby & Restrooms City Council Office Community Room | | Tuesday – Saturday 5x week | Between 5 am – 7 am |
| Police Station- General Offices | 910 First Street | Monday – Friday 5x week | Between 7am – 10am |
| Police Station – Additional Rooms (tasks listed in Special Provision Section) Jail Cells Locker Room Workout Room Communication Ctr. Property Control Lobby Kitchen Emergency Ctr Firing Range Cot Room Report Room Briefing Room | 910 First Street | Monday – Sunday 7x week | Between 7am – 9am |
| Public Works Operations Center – General Offices | 120 Macneil Street | Mon., Wed., Fri. 3x week | Between 6pm – 5am |
| Trailer | 501 First Street | Mon. Wed. Fri. 3x week | Between 6pm – 5am |
| Recreation Park – General Offices & Multipurpose Rooms | 208 Park Avenue | Monday – Sunday 7x week | Between 10pm – 7am |
| Recreation Park – Additional Rooms (tasks listed in Special Provision Section) Gymnasium Gymnasium Restrooms Lobby | 208 Park Avenue | Monday – Sunday 7x week | Between 10pm – 7am |
| Recreation Park – Exterior Restrooms | | Monday – Sunday 7x week | Between 10pm – 7am |

| Facility | Address | Frequency/Days | Hours |
|---|-----------------------------|----------------------------|-----------------------|
| Las Palmas Park - General Offices | 505 S. Huntington St. | Monday – Sunday 7x week | Between 10pm - 7am |
| Las Palmas Park – Additional Rooms (tasks listed in Special Provision Section) | 505 S. Huntington St. | Monday – Sunday 7x week | Between 10pm - 7am |
| Gymnasium Gymnasium Restrooms Kitchen Lobby Multipurpose Room | | | |
| Las Palmas Park - Exterior Restrooms | 505 S. Huntington St | Monday – Sunday 7x week | Between 10pm - 7am |
| Rudy Ortega Park | 2025 4 th Street | Monday – Sunday 3x week | Between 10pm - 7am |
| Pioneer Park – Exterior Restrooms | 828 Harding Avenue | Monday – Sunday 3x week | Between 10pm - 7am |
| Lopez Adobe (TBD building opening soon) | 1100 Pico Blvd. | Monday – Sunday 3x week | Between 5am - 8am |

Reduced Frequency at the following Locations: (locations shown are those where the frequency changed; all other locations will be cleaned at original frequency listed in the table above)

REDUCED SERVICE SCHEDULE

| Facility | Address | Frequency/Days | Hours |
|---|-----------------------------|-------------------------------|-----------------------|
| City Hall – General Offices | 117 Macneil St. | Tuesday – Saturday 3x week | Between 5am – 7am |
| City Hall – Additional Rooms (tasks listed in Special Provision Section) | | | |
| Council Chambers | | | |
| Lobby & Restrooms | | | |
| City Council Office | | | |
| Community Room | | | |
| Recreation Park – General Offices & Multipurpose Rooms | 208 Park Avenue | Monday – Sunday 5x week | Between 10pm – 7am |
| Recreation Park – Exterior Restrooms (Will be cleaned by PW Staff) | | None | — |
| Las Palmas Park - Exterior Restrooms (Will be cleaned by Public Works Staff) | 505 S. Huntington St | None | — |
| Rudy Ortega Park (Will be cleaned by Public Works Staff) | 2025 4 th Street | None | — |
| Pioneer Park – Exterior Restrooms (Will be cleaned by Public Works Staff) | 828 Harding Avenue | None | — |
| Lopez Adobe (TBD building opening soon) | 1100 Pico Blvd. | None | — |

TASKS CHECKLIST

The work to be completed under these provisions shall consist of and be accomplished in accordance with the following schedule referenced below:

CITY HALL – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots, (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Display Cases: Dust, clean glass and remove fingerprints.
- g. Damp mop all restrooms and lobby floors. Remove spots and marks; buff and polish tiles.
- h. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave, refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- i. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.

- j. Remove carpet and upholstery spot stains.
- k. Clean all glass doors and mirrors.
- l. Clean all exterior tiled areas at entrances including stairs and handicap ramps.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.
- f. Sweep and dust in basement area.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

POLICE STATION – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.

- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled areas outside entrance area.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior parking garage entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and drapes.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

PUBLIC WORKS OPERATION CENTER – GENERAL OFFICES**1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers and all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, and kitchen floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean exterior and interior granite floors at entrance.
- l. Clean mop sink, drinking fountain, mirrors and restock paper towels in mechanic's bay area.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

TRAILER**1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the trailer.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- d. Restrooms: Clean and disinfect shower, all toilets, urinals, floors, and walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also damp mop and clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- e. Kitchen area: Clean kitchen sink and sink counter, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly.
- f. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- g. Remove carpet and upholstery spot stains.
- h. Clean all mirrors.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.

- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Treat wood desks in offices and meeting rooms with polish/protectant.
- c. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

RECREATION PARK – GENERAL OFFICES**1. Daily Tasks**

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace linings with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and entrance floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and counter, heavy-duty stove, inside of microwave and industrial refrigerator and freezers. Remove trash; damp wipe and remove spills. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled wall and concrete areas at entrance.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby/entrances and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

LAS PALMAS PARK FACILITY – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge, Kitchens, and Snack bars: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled walls and concrete areas outside.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

RUDY ORTEGA PARK – TEA HOUSE

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags.
- c. Clean and disinfect drinking fountains.
- d. Tea House Meeting Room: Dust furniture; i.e., chairs, tables, desks, counters, rearrange furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning room.
- e. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop meeting room floor and restrooms. Remove spots and marks; buff and polish.
- g. Clean sink and sink counter, remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls as needed. Remove all fingerprints.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam-clean all exterior restroom entrances.
- c. Treat wood table in meeting room with polish/protectant.

5. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean windows and glass doors.

6. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. For floor surface cleaning notify Public Works Facilities Superintendent in advance to schedule date and time.

LOPEZ ADOBE FACILITY

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags.
- c. Clean and disinfect the exterior of drinking fountains.
- d. Meeting Room: Dust furniture; i.e., chairs, tables, desks, counters, rearrange furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning room.
- e. Restrooms: Clean and disinfect showers, all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop meeting room floor and restrooms. Remove spots and marks; buff and polish.
- g. Clean sink and sink counter, remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls as needed. Remove all fingerprints.
- i. Sweep and mop exterior balcony **(NO HOSING DOWN)**.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean exterior restroom entrances.
- c. Treat wood table in meeting room with polish/protectant.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean windows and glass doors.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. For floor surface cleaning notify Public Works Facilities Superintendent in advance to schedule date and time.

SPECIAL PROVISIONS

(ADDITIONAL TASKS AT SPECIFIED LOCATIONS)

In addition to the daily, weekly, monthly, and quarterly tasks, the following additional tasks shall be performed in designated areas as indicated in this special provisions section.

CITY HALL COUNCIL CHAMBERS

1. Daily Tasks

- a. Council Chambers: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains. Dust and clean counter areas around the Dias, clean and disinfect all microphones, dust, chairs, tables and furniture. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn lights off and lock doors after cleaning room.
- b. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Vacuum seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters, display case, and seating areas at entrance.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris and clean walls. Dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Clean window areas at entrance.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.

POLICE STATION/JAIL

1. Daily Tasks

- a. Jail Cells: Clean and disinfect toilets and sinks. Remove stains and build-up. Clean and disinfect showers. Remove water stains from tiles and floor. Clean fixtures. Remove all dirt and debris from drain filters and floors. Sweep and mop cells and corridors.
- b. Men and Women Locker Rooms and Restrooms: Clean and disinfect shower area including walls and shower floors, remove all stains, hard water build-up and water spots. Clean and disinfect shower fixtures. Remove all dirt and debris from drain filter and floors. Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean fixtures. Sweep and mop all floor surfaces. Vacuum carpet. Pick up debris from locker area. Empty trash receptacles and replace lining with new plastic bags. Collect used towels and place in hamper. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew.
- c. Workout Room: Sweep for loose debris. Clean and disinfect water fountain. Clean mirrors.
- d. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- e. Communications Center: Clean and disinfect restrooms. Remove stains from sink and toilet. Clean walls. Dust work area and clean walls as needed. Clean windows and vacuum.
- f. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain.
- g. Property Control: Clean sinks and counters. Sweep and mop as needed.
- h. Parking Lot: Pick-up debris in covered area. Empty ashtrays and trash cans.
- i. Emergency Communications Center: Inspect daily and clean as needed. Dust furniture; i.e., chairs, tables, desks, counters and cabinets. Clean sink, remove trash, clean walls up to ceiling. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- j. Firing Range Offices: Mop floor, dust, and remove trash.
- k. Cot Room: Inspect daily. Mop floor, dust and remove trash as needed.
- l. Report Room: Mop floor, dust, and remove trash.

- m. Briefing Room: Vacuum, dust, and remove trash.

2. Weekly Tasks

- a. Jail Cells and Cell Area: Sweep and mop all floor surfaces with hot water, soap and disinfectant. Remove build-up of dirt, dust, and stains along wall edges in cells and cell areas where floors are mopped.
- b. Inspect floors and walls for stains. Clean and remove all visible stains on floors and walls. Sweep and mop floors in drunk tank. Clean walls, sweep and mop storage room (Room # 45). Dust all high wall areas. Disinfect mats in cells and drunk tank.

3. Monthly Tasks

- a. Lobby: Clean high window areas at entrance.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

RECREATION PARK

1. Daily Tasks

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Exterior and Gymnasium Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- d. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris. Mop all floors, and clean walls. Dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Clean window areas at entrance. Complete steam wash outside restrooms.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

LAS PALMAS PARK**1. Daily Tasks**

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Gymnasium Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- d. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- e. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep and vacuum floor for loose debris, clean walls, dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Cleaning of window areas at entrance.
- b. Outside Restrooms: Complete steam cleaning.

PIONEER PARK**1. Daily Tasks**

- a. Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.

2. Weekly Tasks

- a. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Steam clean exterior restroom entrances.

LIST OF ATTACHMENTS

| | |
|--------------|---------------------------------------|
| Attachment A | Living Wage Compliance Certificate |
| Attachment B | Bid Sheet |
| Attachment C | Sample Professional Service Agreement |

ATTACHMENT "A"

CITY OF SAN FERNANDO
Living Wage Certification for Providers of Services to the
City of San Fernando
(Fiscal Year 2014-2015)

TO BE COMPLETED BY ALL FIRMS PROVIDING SERVICES TO THE CITY OF SAN
FERNANDO IN EXCESS OF \$25,000

The City of San Fernando Municipal Code Sec. 2-896 through Sec. 2-906 Living Wage Ordinance (LWO) establishes a minimum Living Wage of **\$10.64 per hour with employer provided health benefits or \$11.89 per hour without employer provided health benefits** for certain employees of Firms providing services to the City.

The LWO requires a Firm providing services to the City of San Fernando to pay at least the Living Wage to any Employee working on a contract if the contract for services exceeds \$25,000. The requirements of the LWO do not apply to government agencies, City grantees and other non-profit corporations. An Employee is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Firms with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please complete the following certification if you are a Firm engaging in a contract for services with the City of San Fernando in excess of \$25,000.

Your signature on this certification grants the City permission to review any and all payroll books and records to assure compliance with the LWO during the term of the contract. Further, your Firm is required to submit a payroll summary to the City every three (3) months.

Please direct any questions regarding applicability of the Ordinance to Nick Kimball, Finance Director, City of San Fernando Finance Department, 117 Macneil Street, San Fernando, CA 91340 or email nkimball@sfcity.org.

IF YOU ARE A SUBMITTING A PROPOSAL FOR SERVICES TO THE CITY UNDER A CONTRACT EXCEEDING \$25,000, YOU ARE REQUIRED TO CERTIFY THAT ALL EMPLOYEES THAT WILL BE WORKING ON THIS CONTRACT ARE PAID AT LEAST THE LIVING WAGE.

A signed LWO Certification form must be included with your proposal. If you are exempt for a reason noted on the form, please provide an explanation of why you are exempt, sign the certification form, and include it with the proposal.

LIVING WAGE CERTIFICATION

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

☒

THIS CONTRACT IS **NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

Contractor is exempt as a (please check one)

- (a) _____ Government agency
- (b) _____ City grantee
- (c) _____ Non-profit corporation
- (d) _____ Employees covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms (Please provide a copy of the collective bargaining agreement.)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Fernando's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the LWO, as mandated in the San Fernando Municipal Code, Sec. 2-896 through Sec. 2-906. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Firm will promptly notify **the Finance Department** in writing. Firm further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Firm as they relate to compliance with the LWO. Payroll records shall at a minimum include full name of each employee performing labor or providing services under the contract, job classification and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Company Name: Golden Touch Cleaning, Inc., GTC

Signature: Debi Tambellini Date: 11/11/2014

Printed Name: Debi Tambellini Title: President

Service Description: Janitorial Services, Carpet Cleaning & Floor Cleaning, & Window Cleaning at various City facilities.

City of San Fernando Public Works Department RFP



**NOTICE OF
ANNUAL ADJUSTMENT OF THE LIVING WAGE RATE
FOR FISCAL YEAR 2014-2015**

NOTICE IS HEREBY GIVEN that the City of San Fernando Living Wage Rate has been adjusted pursuant to San Fernando City Code Section 2-896, effective August 4, 2014, as follows:

\$10.64 per hour with employer provided health benefits

\$11.89 per hour without employer provided benefits

This rate shall apply to all services contractors that enter into a service contract with the City and involves an expenditure in excess of \$25,000 and has a term of at least six (6) months.

Brian Saeki
City Manager

Publish: August 14, 2014
San Fernando Sun

City of San Fernando Public Works Department RFP

SAN FERNANDO MUNICIPAL CODE**Sec. 2-896. Purpose and short title.**

This article is enacted for the purpose of improving the quantity and quality of services received by the city from its service contractors. It is also the purpose of this article to promote an economic environment that protects public resources devoted to social support services. This article shall be known as the "Living Wage Ordinance of the City."

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-897. Definitions.

For the purpose of this part, unless it is plainly evident from the context that a different meaning is intended, the following definitions shall apply:

Aid recipient. Any person that is awarded a grant by the city.

Contractor. Any person that enters into a service contract with the city.

Employee. Any person that both: (i) is employed by an employer or a temporary employment agency; and (ii) expends any of his or her time in the performance of work related to a service contract. "Employee" shall not include managerial, supervisory, and confidential personnel. "Employee" also shall not include persons required to possess an occupational license.

Employer. Any contractor or subcontractor. "Employer" shall not include government entities, exempt non-profit organizations or temporary employment agencies.

Exempt non-profit organization. A corporation that both: (i) is organized under 26 USCS 501(c)(3); and (ii) has a chief executive officer who earns a salary that, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation.

Grant. Any discrete financial assistance awarded by the city in connection with a program funded by the federal or state government.

Service contract. A contract that: (i) is let to a contractor by the city primarily for the furnishing of services to, or for, the city; (ii) involves an expenditure in excess of \$25,000.00 and (iii) has a term of at least six months.

Subcontractor. Any person that enters into a contract with a contractor to assist the contractor in the performance of a service contract. "Subcontractor" shall not include any person that is an employee of a contractor.

Temporary employment agency. A contractor that, on a temporary basis, provides the city with one or more employees that work under the city's direction.

(Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

Sec. 2-898. Payment of living wage and benefits.

(a) *Wages.* Employers shall pay employees a wage of no less than the living wage set pursuant to paragraph (d) of this section. Temporary employment agencies shall pay employees a wage of no less than \$10.64 per hour.

(b) *Compensated days off.* Employers shall provide at least six compensated days off per year for sick leave, vacation, or personal necessity at the employee's request.

(c) *Uncompensated days off.* Employers shall provide employees at least six uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

(d) *Living wage rate.* The initial rate of the living wage shall be: (i) \$10.64 per hour with health benefits, as described in paragraph (e) of this section; or (ii) \$11.89 per hour without health benefits, as described in paragraph (e) of this section. As necessary, the purchasing agent shall annually adjust the rate of the living wage to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System. The adjustment of the living wage rate shall be effective upon publication by the purchasing agent of a bulletin announcing such adjustment and shall apply prospectively.

(e) *Health benefits.* Health benefits required by this article shall consist of the payment of at least \$1.25 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the purchasing agent to qualify for the wage rate in paragraph (d) of this section for employees with health benefits.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-899. Federal earned income credit notification.

Employers shall inform employees making less than \$12.00 per hour of their possible right to the federal Earned Income Credit ("EIC") provided for in 26 USCS 32. Employers shall make available to employees forms describing the EIC, as well as forms required to secure advance EIC payments from the employer.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-900. Grounds for contract termination.

All service contracts shall provide that violation of this article shall entitle the city to terminate the contract and otherwise pursue legal remedies that may be available.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-901. Compliance by aid recipients.

Aid recipients who are awarded a grant in excess of \$25,000.00 shall comply with the requirements for employers that are set forth in this article.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-902. Applicability.

(a) *General.* Except as provided in this section, the provisions of this article shall apply to: (i) employers and temporary employment agencies with whom the city executes a service contract after the effective date of this article; (ii) employers and temporary employment agencies with whom the city executes an amendment to a service

City of San Fernando Public Works Department RFP

contract existing on the effective date of this article; and (iii) aid recipients to whom the city awards a grant after the effective date of this article.

(b) *Inapplicable to employers when waiver issued.* This article shall not apply to any person that has been issued a waiver pursuant to paragraph (c) of this section.

(c) *Waiver authorization.* The purchasing agent, with the consent of the city council, may issue a waiver of the requirements of this article to any person submitting a bid for a service contract upon making a finding that such waiver is necessary to allow the person to compete fairly in the bidding process.

(d) *Inapplicable to recipients of restricted grants.* This article shall not apply to aid recipients unless the city attorney either: (i) determines that application of this article is consonant with the laws governing the award of the particular grant; or (ii) receives a judgment from a court of law, or other tribunal, that indicates application of this article is consonant with the laws governing the award of the particular grant.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-903. Administration.

(a) *Implementation regulations.* The purchasing agent shall promulgate implementing regulations consistent with this article. At a minimum, such regulations shall include the following: (i) a list of contracts that shall be regarded as service contracts for purposes of section 2-897; and (ii) requirements for employer reporting of employee compensation.

(b) *Compliance monitoring.* The purchasing agent shall monitor compliance with this article. Such monitoring shall include investigation of complaints of claimed violations by employees. The purchasing agent shall annually submit to the city council a written report on compliance with this article.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-904. Notifying employees.

Employers shall give written notification to each current and new employee of his or her rights to receive the benefits set forth in this article. The notification shall be provided in English, Spanish, and other languages spoken by a significant number of employees, and shall be posted prominently in communal areas at the work site.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-905. Enforcement.

(a) Any aggrieved person may enforce the provisions of this article by means of a civil action.

(b) Any person who violates the provisions of this article or who aids in the violation of any provisions of this article shall be liable for, and the court shall award to the individual whose rights are violated, the following: actual damages; costs; attorney's fees; and not less than \$250.00 but not more than \$10,000.00 in addition thereto. In addition, the court may award punitive damages in a proper case.

(c) Actions to enforce the provisions of this article must be filed within one year of the alleged violation.

(d) Nothing in this article shall preclude any aggrieved person from seeking any other remedy provided by law.

(e) Nothing in this article shall be construed to limit any aggrieved person's right to bring legal action for violation of other minimum compensation laws. (Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

Sec. 2-906. No criminal penalty.

Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

(Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

FACILITY FLOOR PLANS

WILL BE PROVIDED AT MANDATORY
JOB WALK

City of San Fernando Public Works Department RFP

ATTACHMENT "B"

Bid Sheet

Maintenance Facilities/ Parks/ Buildings
Full Service Schedule

| | Building/ Facility/ Park | Address | Approx. Sq. Footage | Monthly Cost | Annual Cost |
|---|--|----------------------|---------------------|-----------------|------------------|
| 1 | City Hall (daily – alternating schedule 4 times/week; 5 times/week) | 117 Macneil Street | 14,432 | \$2,000 | \$24,000 |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street | 19,669 | \$4,000 | \$48,000 |
| 3 | Public Works Operations Center (daily – 3 times/week) | 120 Macneil Street | 11,345 | \$1,000 | \$12,000 |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week) | 501 First Street | 1,864 | \$250.00 | \$3,000 |
| 5 | Recreation Park (daily – 7 times/week) | 208 Park Avenue | 20,334 | \$2,800 | \$33,600 |
| 6 | Las Palmas Park (daily – 7 times/week) | 505 South Huntington | 18,691 | \$3,000 | \$36,000 |
| 7 | Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week) | 2025 Fourth Street | 1,120 | \$350.00 | \$4,200 |
| 8 | Pioneer Park Exterior Restrooms (daily – 7 times/week) | 828 Harding Avenue | 700 | \$350.00 | \$4,200 |
| 9 | Lopez Adobe Facility (daily – 3 times/week)* | 1100 Pico Street | 1,800 | \$250.00 | \$3,000 |
| | | TOTALS: | 89,955 | \$14,000 | \$168,000 |

*Not Currently Open; Start Date to be determined.

**See Tasks Checklist for detail of each facility.

City of San Fernando Public Works Department RFP

Bid Sheet

Maintenance Facilities/ Parks/ Buildings
Reduced Service Schedule

| | Building/ Facility/ Park | Address | Approx. Sq. Footage | Monthly Cost | Annual Cost |
|---|--|----------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – 3 times/week) | 117 Macneil Street | 14,432 | \$1,250 | \$15,000 |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street | 19,669 | \$4,000 | \$48,000 |
| 3 | Public Works Operations Center (daily – 3 times/week) | 120 Macneil Street | 11,345 | \$1,000 | \$12,000 |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week) | 501 First Street | 1,864 | \$ 250 | \$3,000 |
| 5 | Recreation Park (daily – 5 times/week) | 208 Park Avenue | 20,334 | \$2,000 | \$24,000 |
| 6 | Las Palmas Park (daily – 7 times/week) | 505 South Huntington | 18,691 | \$3,000 | \$36,000 |
| | | TOTALS: | 86,335 | \$11,500 | \$138,000 |

*Not Currently Open; Start Date to be determined.

**See Tasks Checklist for detail of each facility.



2013

PROFESSIONAL SERVICES AGREEMENT

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and _____ (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 require the performance of janitorial services in connection with the identified scope of services; 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 _____ 20____ under Agenda Item _____; 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:

I.

SCOPE AND PROSECUTION OF WORK; COMPENSAITON

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 to Provide Janitorial Services" and dated as of November 13, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). 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 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 Three (3) Years commencing on January 1, 2015 to December 31, 2017 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. 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 AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under [page/section] of the Scope of Work under the heading "_____ " (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 General Manager 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 _____ Dollars (\$_____) during the entire Initial Term of the Agreement or during any single extension term ("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 Nazri Hasbun, Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates [Name and Title of Person who will be Representing Consultant in the Performance and Administration of this Agreement] 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 highest 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: 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. 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.
 - 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: 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.
 - D. 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 shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, 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 CONSULTANT'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 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 and City's engineer, 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 (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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:

[Name, Address, Phone, Fax, and other relevant contact information for Consultant]

CITY:

City of San Fernando
Department of Public Works
Attn: Nazri Hasbun
117 Macneil Street
San Fernando, CA 91340
nhasbun@sfcity.org
Tel: (818) 898-1293
Fax: (818) 898-3221

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 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 6.16, 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:****[Insert Name of Consultant]**

By: _____

Print: _____

Title: _____

EXHIBIT "A"
[SCOPE OF WORK]

SAMPLE



November 11, 2014

City of San Fernando
117 N. Macneil Street
San Fernando, CA 91340

To whom it may concern:

I appreciate the opportunity to provide the City of San Fernando Request for Proposal (RFP) for professional "Janitorial Services".

Golden Touch Cleaning, Inc., GTC, is a Corporation in the State of California. We are located at 13681 Newport Ave. Ste 8, Tustin, CA 92780. Our telephone number is (714) 542-9999 and our facsimile number is (714) 542-9998. Our email address is goldentouchcleaninc@gmail.com. Debi Tambellini (President) and Luis Mejia (General Manager) are authorized to represent and bind the company in all matters regarding this proposal (RFP for Janitorial Services). In addition, Luis Mejia (General Manager) would sign the Agreement if Golden Touch Cleaning, Inc., GTC, were awarded the contract.

This letter certifies that we have read the City of San Fernando Request for Proposal, and fully understand its intent. We certify that our company is qualified and has adequate personnel and equipment to provide the City of San Fernando requested services. We understand that our ability to meet the criteria shall be judged solely by the City of San Fernando and its authorized officers.

If you have any questions regarding this Proposal, please call our office at (714) 542-9999. We look forward to continue working with the City of San Fernando.

Sincerely,

A handwritten signature in black ink that reads 'Debi Tambellini'. The signature is written in a cursive, flowing style.

Debi Tambellini
President



COMPANY PROFILE

Company Name: Golden Touch Cleaning, Inc. GTC

Other Business Name: GCS, INC.

Business Address: 13681 Newport Ave. Suite 8
Tustin, CA 92870

Primary Contact: Luis Mejia (General Manager)

Secondary Contact: Gissel Fonseca (Secretary)

Phone Number: (714) 542-9999

Facsimile Number: (714) 542-9998

Email: goldentouchcleaninc@gmail.com

State of Incorporation: California

Number of Year in Business: 12 years

Federal Tax ID: 47-1931901

Number of Employees: 49



Golden Touch Cleaning

OVERVIEW OF SERVICE OFFERINGS AND CAPABILITIES

Golden Touch Cleaning, Inc. is a full service cleaning company. We provide high quality services at an affordable price.

- Commercial/Industrial building cleaning
- Carpet cleaning
- Window cleaning (interior/exterior)
- Tile and hardwood cleaning and polish
- Restroom cleaning and disinfecting
- Stair and elevator cleaning
- Sweep and mopping floors
- Entrance, reception area and lobby cleaning
- Kitchen cleaning
- Detail cleaning
- Kitchen and lounge area cleaning including sinks, countertops, microwaves, toasters, and refrigerators
- Horizontal and high surface dusting
- Air condition vent cleaning
- Sanitizing all lavatory fixtures, sinks, partitions, walls, etc.
- Vacuuming all carpet
- Cleaning of light fixtures, baseboards, millwork, etc.

Golden Touch Cleaning, Inc. operates in a strict compliance with our Health and Environmental safety program. This program meets all the applicable federal, state, and local regulations. A critical part to our compliance with this program and our operational success as a total environmental services contractor is the training and certification of the each employee. Our employees are trained and certified in the all the areas prior to beginning work at a customer's job site.



Golden Touch Cleaning

GTC, INC CUSTOMER SATISFACTION & SAFETY
APPROACH WITH SUPERVISION & TRAINING

- **GTC, INC. HAS PROVIDED OVER 12 YEARS OF CUSTODIAL SERVICES TO LOCAL CITY AND COUNTY FACILITIES INCLUDING PARKS WITH 100% CUSTOMER SATISFACTION. THIS IS OUR ULTIMATE GOAL THAT IS ACHIVED WITH NIGHTLY, WEEKLY, AND MONTHLY SUPERVISION.**
- **THE ASSIGNED SUPERVISOR WILL INSPECT THE CITY FACILITIES NIGHTLY OR WEEKLY TO INSTRUCT JANITORIAL STAFF ON CLEANING DUTIES AND CLEANING IMPROVEMENTS NEEDED FOR CLIENT CONCERNS OR REQUESTS. THE ON-SITE SUPERVISOR WILL ALSO INSTRUCT THE JANITORIAL STAFF ON PROPER METHOD OF USING CLEANING CHEMICALS & APPLICATIONS AS WELL AS THE PROPER CLEANING & VACUUMING PROCEDURES & DANGERS OF UNAUTHORIZED USE. (ALL JANITORS ARE CERTIFIED & ARE GIVEN VERBAL & WRITTEN TESTS ON PROPER PROCEDURES FOR ALL CLEANING CHEMICAL PRIOR TO WORKING).**
- **THE GENERAL MANAGER, LUIS MEJIA, IS RESPONSIBLE FOR PLANNING, COORDINATING, SCHEDULING OF ALL GTC, INC STAFF FOR CITY FACILITIES. MR. MEJIA ALSO SCHEDULES A WEEKLY WALK-THROUGH INSPECTION OF FACILITIES WITH THE ASSIGNED FACILITY CONTACT. HE IS ALSO YOUR POINT OF CONTACT FOR ALL SPECIAL REQUESTS.**
- **GTC, INC PROVIDES ALL CUSTOMERS AT THE 1ST DAY OF EACH MONTH THE OUTLINE WORK SCHEDULED FOR EACH FACILITY SO CLIENTS HAVE A CLEAR UNDERSTANDING AS TO WHAT DATE CARPETS, FLOOR CARE, & WINDOW CLEANING JOBS ARE SCHEDULED & COMPLETED. (PLEASE REVIEW ATTACHED SAMPLE SCHEDULE)**



Golden Touch Cleaning

RESUMES OF MANAGEMENT

NAME:
DEBI TAMBELLINI
TELEPHONE NUMBER:
(714) 542-9999
EMAIL: goldentouchcleaninc@gmail.com
20 YEARS EXPERIENCE IN THE JANITORIAL SERVICES

TITLE:
PRESIDENT
FAX:
(714) 542-9998

NAME:
LUIS MARIO MEJIA
TELEPHONE NUMBER:
(714) 542-9999
EMAIL: goldentouchcleaninc@gmail.com
30 YEARS EXPERIENCE IN THE JANITORIAL SERVICES, CARPET & FLOOR CARE

TITLE:
GENERAL MANAGER/VICE PRESIDENT
FAX:
(714) 542-9998

NAME:
GISSEL FONSECA
TELEPHONE NUMBER:
(714) 542-9999
EMAIL: goldentouchcleaninc@gmail.com
6 YEARS EXPERIENCE IN THE JANITORIAL MANAGEMENT/OFFICE MANAGER

TITLE:
SECRETARY
FAX:
(714) 542-9998

NAME:
LINEY SILVA
TELEPHONE NUMBER:
(714) 542-9999
EMAIL: goldentouchcleaninc@gmail.com
3 YEARS EXPERIENCE IN THE JANITORIAL MANAGEMENT

TITLE:
OFFICE ASSISTANT
FAX:
(714) 542-9998

NAME:
MISAEL MEJIA
TELEPHONE NUMBER:
(714) 542-9999
EMAIL: goldentouchcleaninc@gmail.com
8 YEARS EXPERIENCE IN THE JANITORIAL MANAGEMENT

TITLE:
AREA SUPERVISOR
FAX:
(714) 542-9998



Golden Touch Cleaning

PROPOSAL OF RESUMES FOR STAFFING

THE FOLLOWING EMPLOYEES HAVE BEEN BACKGROUND CHECKED BY THE O.C. SHERRIFF DEPT.

NAME:

TITLE:

LUIS MEJIA

GENERAL MANAGER/VICE PRESIDENT

30 YEARS EXPERIENCE IN THE JANITORIAL SERVICES MANAGEMENT. CUSTOMER CONTACT AND NIGHTLY FOLLOW-UP. EXPERIENCE WITH ALL TYPES OF FLOOR/CARPET CARE. BILINGUAL ENGLISH/SPANISH.

NAME:

TITLE:

MISAELE MEJIA

AREA SUPERVISOR

8 YEARS EXPERIENCE IN THE JANITORIAL SERVICES MANAGEMENT. CUSTOMER CONTACT AND NIGHTLY FOLLOW-UP. EXPERIENCE WITH ALL TYPES OF FLOOR/CARPET CARE. BILINGUAL ENGLISH/SPANISH.

NAME:

TITLE:

MARIO MERCADO

ASSIGNED JANITOR/FLOOR CARE CARPET CARE

12 YEARS EXPERIENCE IN THE JANITORIAL SERVICES, CARPET & FLOOR CARE WITH GTC. BILINGUAL ENGLISH/SPANISH.

NAME:

TITLE:

JOSE IRAHETA

WINDOW CLEANING

11 YEARS EXPERIENCE IN THE JANITORIAL SERVICES WITH GTC CLEANING SERVICES. IN CHARGE OF ALL WINDOW CLEANING FOR GTC. BILINGUAL ENGLISH/SPANISH

NAME:

TITLE:

MAYNOR VELIZ

DAY PORTER

3 YEARS EXPERIENCE IN THE JANITORIAL SERVICE. BILINGUAL ENGLISH/SPANISH.



Golden Touch Cleaning

NAME:

ANA VELIZ

TITLE:

DAY PORTER

3 YEARS EXPERIENCE IN THE JANITORIAL SERVICE. BILINGUAL ENGLISH/SPANISH.

NAME:

GEORGINA LARA

TITLE:

JANITOR

5 YEARS EXPERIENCE IN THE JANITORIAL SERVICE WITH GTC. BILINGUAL ENGLISH/SPANISH.

NAME:

CAROLINA QUEZADA

TITLE:

JANITOR

5 YEARS EXPERIENCE IN THE JANITORIAL SERVICE WITH GTC. BILINGUAL ENGLISH/SPANISH.

NAME:

IZAMAR ESCALANTE

TITLE:

JANITOR

3 YEARS EXPERIENCE IN THE JANITORIAL SERVICE WITH GTC. BILINGUAL ENGLISH/SPANISH.

NAME:

JAZMINE CAMACHO

TITLE:

JANITOR

3 YEARS EXPERIENCE IN THE JANITORIAL SERVICE WITH GTC. BILINGUAL ENGLISH/SPANISH.

NAME:

LETICIA RODRIGUEZ

TITLE:

JANITOR

3 YEARS EXPERIENCE IN THE JANITORIAL SERVICE WITH GTC. BILINGUAL ENGLISH/SPANISH.



REFERENCES

| Clients/Address | Contact Name/Phone # | Annual Amount | Start/End Date |
|---|----------------------------------|-------------------|-----------------|
| City of Whittier 13230 Penn St. Whittier, CA 90602 | Bryan Petroff (562) 464-3412 | \$232,101.84 | 07/2004-current |
| City of San Fernando 117 Macneil St. San Fernando, CA 91340 | Nazri Husban (818) 898-1222 | \$197,350.44 | 01/2012-current |
| County of Orange Probation/Sheriff Dept. 909 N. Main St. Suite 1 Santa Ana, CA 92701 | Rick Tran (714) 569-2398 | \$76,800.00 | 7/2002-current |
| City of Bell 6250 Pine Ave Bell, CA 90201 | Connie Hurtado (323) 773-1596 | \$71,196.00 | 10/2013-current |
| County of Orange Various Libraries 13109 Old Myford Rd. Irvine, CA 92602 | James Eros (714) 566-3082 | Various locations | 7/2006-current |



LIST OF EQUIPMENT

List of equipment owned by GTC, Inc. that is available for use on this project.

| <u>Qty.</u> | <u>Type/Make</u> | <u>Model Year</u> | <u>Condition</u> |
|-------------|--|-------------------|------------------|
| 47 | Sanitary commercial upright vacuum #130020 SC886 | 2010 | Excellent |
| 41 | Super coach vacuum 10gt #13410 | 2010 | Excellent |
| 59 | Husky containers 44 gal #444GY | 2010 | Excellent |
| 55 | Rubbermaid 35 qt. wringer/bucket combo #301120 | 2010 | Excellent |
| 24 | Wet floor signs #410040 English/Spanish | 2005 | Excellent |
| 12 | Betco floor/deck scrubber #85011-00 | 2008 | Excellent |
| 12 | Continental janitorial cart/bag #46114 | 2008 | Excellent |
| 2 | Tennant hot water carpet extractor #1140 | 2008 | Excellent |
| 17 | Tennant 3500 wet/dry vacuum #1180 | 2008 | Excellent |
| 20 | Sanitary nightly mite (detail vacuum) #130140 | 2006 | Excellent |
| 47 | Unger window squeegee cleaning system #144726 | 2008 | Excellent |
| 107 | Plastic mop handles (Rubbermaid) #310330 | 2010 | Excellent |
| 71 | Toilet bowl bruisers (Continental) #3633-00 | 2008 | Excellent |
| 44 | Lamb wool duster (CleanSource) #120605 | 2010 | Excellent |
| 51 | Large angle brooms (CleanSource) #437100 | 2010 | Excellent |
| 2 | Pressure washer Honda GX390 13.0 HP w/ Diesel heater | 2010 | Excellent |



ARBITRATION, LITIGATION, OR JUDGMENTS

Golden Touch Cleaning, Inc. has not been involved in any Arbitration, Litigation, or Judgments in the past 3 years.

Client#: 663128

GCS1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2014

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
HUB Int'l Insurance Serv. Inc.
License #0757776
1091 North Shoreline Blvd 200
Mountain View, CA 94043

CONTACT NAME: Michelle Vargas
PHONE (A/C, No, Ext): 916 770-2918 FAX (A/C, No): 650 560-6390
E-MAIL ADDRESS: Michelle.Vargas@hubinternational.com

INSURED
GCS Inc
14252 Culver Dr #A
Irvine, CA 92604

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: Colony Insurance Company | 39993 |
| INSURER B: AmTrust Group | |
| INSURER C: American Fire and Casualty Comp | 24066 |
| INSURER D: Western Surety Company | 13188 |
| INSURER E: | |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | GL3880732 | 10/13/2013 | 10/13/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | BAA56102641 | 05/21/2014 | 05/21/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y N/A | WWC3070317 | 10/13/2013 | 10/13/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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 | Hired Auto Physical Damage | | BAA56102641 | 05/21/2014 | 05/21/2015 | Coll Ded: \$500 Comp Ded: \$500 |
| D | Crime | | 70775171 | 08/12/2013 | 08/12/2014 | \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of San Fernando is additional insured in regard to the general liability per attached endorsement U156A 0313.

CERTIFICATE HOLDER

CANCELLATION

City of San Fernando
117 Macneil St.
San Fernando, CA 91340

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



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ATTACHMENT "B"

REQUEST FOR PROPOSALS

To Provide Janitorial Services

Issue Date: October 23, 2014

PROPOSALS DUE

November 13, 2014, 2 p.m.

**CITY OF SAN FERNANDO
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS TO PROVIDE JANITORIAL SERVICES

Introduction

The Public Works Department is accepting proposals from qualified Firms to provide janitorial services for nine (9) public facilities. The contract will be for a term of three (3) years with an option to renew for an additional two years at the discretion of the City Manager.

Firms shall be familiar with the requirements and guidelines of all Federal, State or County entities that regulate janitorial related services.

Background

The City is seeking to enter into a new service agreement with a qualified Firm to provide consistent high quality janitorial cleaning services and other related services as described in the Scope of Services. The contract will provide cleaning services to nine (9) public facilities including: Parks, Gymnasiums, as well as special provisions for the maintenance of the Police Station including jail cells. All janitorial and related services shall be provided with the highest professional standards. It is the City's intention to select a firm with experience providing janitorial services to the types of facilities listed below.

| LOCATION | ADDRESS | SQ. FOOTAGE |
|--------------------------------|-----------------------------|--------------------|
| City Hall | 117 Macneil Street | 14,432 |
| Police Station | 910 First Street | 19,669 |
| Public Works Operations Center | 120 Macneil Street | 11,345 |
| Trailer | 501 First Street | 1,864 |
| Recreation Park Facility | 208 Park Avenue | 20,334 |
| Las Palmas Park Facility | 505 S. Huntington Street | 18,691 |
| Rudy Ortega Park Facility | 2025 4 th Street | 1,120 |
| Pioneer Park Facility | 828 Harding Avenue | 700 |
| Lopez Adobe Facility | 1100 Pico Blvd. | 1,930 |

RFP PROCESS

I. Mandatory Job Walk

A pre-proposal job walk will be conducted. Please be prompt. Proposers are required to attend and all locations will be visited.

Mandatory Job Walk:

Date: Tuesday, November 4, 2014
Time: 9am
Starting Location: City Hall, Community Room
117 Macneil St., San Fernando, CA 91340
Department: Public Works Department
Contact Number: 818-898-1222

Facility floor plans for each location will be provided the day of Job Walk for referencing purposes.

The purpose of the Job Walk is to give each Firm an opportunity to visually see the condition of each facility; analyze any issues which may in any way affect the performance of the work; determine the level of work to be performed; estimate materials and equipment needed and estimate work hours and crew size.

Proposal Submission Information

The following is required information for submitting a proposal to the City of San Fernando to provide janitorial services for nine (9) public facilities. Three (3) copies of Proposal: one unbound copy and two bound copies, accompanied by a cover letter signed by the person with authorization to execute a contract between the Firm and the City. The Proposals shall be valid for sixty (60) days after date set for opening thereof. The letter should summarize the key elements of the proposal.

a. Understanding of Scope of Work

Provide a brief description of Firm's understanding of the identified Scope of Work.

b. Company Information

Please provide:

- Primary and secondary contact name and title
- Name and qualifications of project manager and key team members

- Resume for each key personnel involved with providing services
- Name and title of the individual(s) that would sign Agreement if Firm were selected
- Any other names under which Firm does business
- Business office address
- Phone and fax numbers
- E-mail addresses
- Form of ownership (sole proprietorship, partnership, corporation, etc.)
- State of organization/incorporation
- Number of years in business
- Names and addresses of principals, corporate officers, and individuals with an ownership interest of greater than 10%
- Number of employees
- Federal Tax I.D. Number
- Business License Number
- Statement of willingness to sign the form contract agreement (Attachment "C"), and if not, to specifically list any provisions they object to.

c. Key Contact Persons

Firms must designate two (2) individuals that will serve as the primary and secondary contact persons that are responsible for the day-to-day administration of providing the described janitorial services to the City.

d. Related Experience

Describe related experience of both the firm and the team members assigned to this service. Describe experience in providing the requested or similar services to other jurisdictions. Please provide recent, directly related experience assisting public agencies with janitorial specific services. For each reference, indicate the reference's name, reference's title, name of the agency, description of services provided, address and telephone number, and dates for the contract. At least five (5) references should be included. The City of San Fernando reserves the right to contact any of the organizations or individuals listed.

e. List of Tools and Equipment

A list of equipment, tools, chemicals, wax, disinfectants, stain remover and other cleaning compounds to be used in executing the janitorial services shall be submitted with this proposal for review. No City equipment shall be used by the Firm. All equipment needed to perform all tasks required in the scope of work and special provisions sections of this proposal must be supplied by the Firm.

f. Fees / Cost Information

Provide a total of two (2) **"Not to Exceed Fees" (to be billed monthly) one for "Full Service Schedule and one for a Reduced Service Schedule:"** based on the requested services identified in Scope of Services. Provide the hourly rates of all personnel assigned to work on this project. These rates will be used to negotiate any additional work the City may request.

g. Arbitration, Litigation, or Judgments

Identify any cases of Arbitration, Litigation, or Judgments that the Firm has been involved in within the past 3 years and the status.

h. Employee Clearance

The Firm will be responsible for notifying the Public Works Director or his designee of any new staff, staff changes, or reassignments of employees assigned to provide the janitorial cleaning services and other related services. During the duration of the contract term, the selected Firm must have all employees assigned to work on the premises fingerprinted and a background check completed through the live scan process by the San Fernando Police Department at the Firm's expense.

i. Living Wage Compliance

The City believes the level of service it receives from its service Firm is directly related to the compensation that such firms pay their employees. Service Firms that underpay their employees tend to experience high employee absenteeism and turnover, as well as lackluster performance. Through the enactment of the City's Living Wage Ordinance, the City expects to improve the quantity and quality of services received by the City from its service Firm.

The Firm must complete and sign a Living Wage Certification Form (Attachment A) with their proposal. The selected Firm will be required to submit monthly payroll reports, including names of all employees and wages, servicing the City to ensure compliance with the Living Wage Ordinance.

Sample Agreement and Insurance Requirements

The selected firm will be required to execute a City of San Fernando Agreement for Professional Services. A sample agreement outlining typical terms and content is attached for your information. Please list or describe any exceptions to the sample agreement that your firm cannot execute or achieve.

The firm will also be required to provide, but not limited to, the following insurance coverage:

- Workers' Compensation Insurance — Statutory
- General Liability Coverage in the amount of \$1,000,000
- Professional Liability Coverage in the amount of \$1,000,000
- Automobile Liability Coverage in the amount of \$1,000,000

Submittal of Proposals and Selection Process

Provide three (3) copies of the RFP: one unbound copy and two bound copies, in a sealed envelope clearly marked **“Proposal to Provide Janitorial Services— Do Not Open.”** Envelope should also indicate the company name, address, and the name of the individual submitting the proposal. Proposals shall be addressed to:

City of San Fernando
C/o City Clerk's Office
117 N. Macneil Street
San Fernando, California 91340

Sealed proposals must be received by the Office of the City Clerk, located within San Fernando City Hall, 117 North Macneil Street, San Fernando, California 91340, **by 2:00 p.m., Thursday, November 13, 2014.** Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

Late proposals will not be accepted. Any correction or resubmission done by the Firm will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered. All responses must include all required attachments and all pages of each attachment shall be consecutively numbered.

Proposals submitted to the City of San Fernando for Professional Services associated with providing, Janitorial Services for Nine Public Facilities, must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

Proposal Evaluation Criteria

Proposal evaluation will include, but not be limited to:

1. Professional qualifications and experience of the Firm and its staff in providing janitorial services to municipalities.
2. The Firm's overall ability to provide and perform services as stated in scope of work.
3. Track record and recommendation of relevant references.
4. Fee Schedules/Total Cost.
5. Ability of Contractor to meet the City's requirements under its standard contract. Particularly insurance requirements which includes \$1,000,000 for general and professional liability; and, includes \$500,000 for each automobile, workers compensation and property damage.
6. Compliance with the City's Living Wage Ordinance (Attachment "A").
7. Proposals must be submitted on the City's Bid Sheet (Attachment "B") included in this RFP.
8. Submittals of proposals that include subcontractors are prohibited. It is the City's desire to enter into an agreement with one sole Contractor.
9. The City will receive proposals only from firms represented at the job walk to be held on Tuesday, November 4, 2014 at 9:00 a.m. (at City Hall).

All information requested must be clearly and legibly set forth in the manner requested. All proposals submitted to the City in response to the RFP shall become the property of the City. Note that the City of San Fernando reserves the right to accept or reject any proposal submitted for consideration.

Fee schedules and costs will not be the sole criteria for award of this agreement. Other criteria will be considered.

Contact Kenneth Jones by **Friday, November 7, 2014** with any questions regarding this RFP:

kjones@sfcity.org

Addenda

City may modify the Request for Proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period. The City in its discretion may respond to written questions via addendum. Written addendums to this RFP will be posted on the City's website www.sfcity.org

City Rights and Responsibilities

- a. The City reserves the right to reject any or all proposals. A proposal may be immediately rejected if:
 - i. It contains misrepresentative or misleading information
 - ii. It is received at any time after the exact date and time set for receipt of proposals.
 - iii. It does not meet the required specifications or terms and conditions as prescribed.
 - iv. It is not prepared in the format outlined in this RFP.
 - v. It is signed by an individual not authorized to represent the Firm.
 - vi. The Firm is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.
- b. The City reserves the right to:
 - i. Issue subsequent RFP'S.
 - ii. Cancel the entire RFP.
 - iii. Remedy technical errors in the RFP process.
 - iv. Appoint evaluation committees to review proposals.
 - v. Establish a short list of Firms eligible for discussion after review of written proposals.
 - vi. Negotiate with any, or all, or none of the Firms.
 - vii. Award a contract or purchase order to one or more Firms.
 - viii. Accept other than the lowest priced proposal.
- c. The City may investigate the qualifications of any firm under consideration, may require confirmation of information furnished, and may require additional evidence of qualifications to perform the services described in the RFP.
- d. City Responsibilities:

The City intends to assist the Firm in performance of its duties rather than direct and supervise the Firm's work. The City's primary contact for this project shall be the Public Works Director.

Award of Contract

Selection of the final Firm shall be effective upon City Council award of contract. Upon award of contract or purchase order, the following documents shall be required to be provided by the Firm:

- i. Signed contract or purchase order.
- ii. Proof of Insurance – General Liability, Automobile Liability, Workers Compensation, Professional Liability
- iii. City of San Fernando Business License
- iv. Professional License (if applicable)
- v. Separate Endorsement for City of San Fernando as Additional Insured

Term and Conditions

a. Term of Agreement

The contract term will be three (3) years for the work described in the scope of work and may be terminated at any time at by the City Council. With approval from the City Manager, the Agreement may be extended for an additional two years. Pricing is to remain firm for the initial contract term. If the option to renew is exercised, then the City Manager and selected Firm shall negotiate any and all price modifications.

The City at any time during the initial contract term can make additions and/or deletions to the janitorial services required at any and all City facilities. If the Scope of Work is amended, the City Manager may make increases or reductions to the monthly charges using the Cost Breakdown form submitted with this Request for Proposal.

b. Certification

By submitting a proposal, Firm certifies that it has fully read and understands this RFP and has full knowledge of the nature of this service, including scope and quality of work to be performed. Firm also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Firm submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Firms.

c. Reserving Rights

The City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Firm's qualifications and other factors which the City may consider. The City

reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected Firm, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

d. Assignment and Guarantee

No assignment by the Firm of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Firm selected for contract negotiations.

e. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the Firm in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Firm.

f. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before **Friday, November 7, 2014**. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

Firms may be asked information through written communications, or interviews.

g. Discrimination

The Firm and all sub-Firms must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

PROCUREMENT SCHEDULE

The City intends to adhere to the schedule referenced below

| ACTIVITY | DATE |
|---|--------------------------|
| Issue RFP | October 23, 2014 |
| Pre proposal job walk | November 4, 2014 |
| Last day for the City to respond to questions | November 7, 2014 |
| Proposal submission deadline | November 13, 2014 |
| City Council – Award of Contract | December 1, 2014 |
| Contract Review and Signature By: | December 8, 2014 |
| Start of Service Date | January 1, 2015 |

**This schedule may change at the City's discretion*

The Public Works Director or his designee will administer this contract to ensure proper schedule is maintained and specified scope of work is performed.

Objectives

The City's primary objectives for janitorial services are:

- Establish and adhere to a regular schedule of performance satisfactory to the City's expectations. The Firm will perform tasks and conduct his operations so as to cause the least possible obstruction and inconvenience to the public and City employees.
- Ensure that the entire scope of services is being performed on a daily, weekly, monthly, and quarterly basis, as well as special requirements for the maintenance of the Police jail cells to comply with State Health and Safety Codes.
- Maintain a professional appearance; maintenance staff shall dress uniformly.

Scope of Services

GENERAL INSTRUCTIONS – for all facilities:

1. ***All supplies, including but not limited to toilet tissue, paper towels, sanitary napkins, seat covers, trash bag liners, hand soap, chemicals, refills of waterless urinal cartridges, wax, disinfectant, stain remover and equipment are to be furnished by the Firm for the maintenance of all facilities.***
2. Janitorial closets will be provided to store tools, equipment, and inventory of supplies needed for cleaning and for restocking restrooms. The janitor's closet shall be kept clean and orderly at all times. All doorways and roof access entries in janitor's closets shall at all times be easily accessible.
3. The Firm shall clean all flooring and shampoo carpeting at each facility, which shall include spot cleaning in its biannual tasks. **A VACUUM CLEANER MUST BE KEPT AT EACH LOCATION "AT ALL TIMES."**
4. The Firm shall report maintenance problems to the Public Works Director or his designee immediately.

5. The Firm shall coordinate its employees' activities and schedule with the Public Works Director or his designee. The Firm shall provide maintenance staff that is able to communicate effectively to ensure that all tasks necessary are identified and performed. All persons performing work under this contract shall be at least 18 years of age. Under no circumstances shall any minor perform any portion of the scope of work provided for in this agreement. In addition, maintenance staff shall be dressed uniformly. The uniform shall consist of a collared shirt with the Firm's business name and employee's name clearly identified on the shirt. Any alternative uniform shall be approved in advance by the Public Works Director.
6. Furniture, carpet, draperies, and other furnishings that are damaged or stained by the Firm's staff shall be repaired, cleaned or replaced by the Firm at no cost to the City.
7. On-call extra work, when ordered and authorized by the Public Works Director or his designee shall be paid for under a written work order in accordance with the terms therein provided. On-Call work will be paid based on hours worked at an hourly rate specified in Firm's proposal. Total rate will include labor, supplies, equipment, and tools needed to complete tasks. If work order tasks require rental equipment or extra costs, Firm shall notify the City and get approval, payment will be on a reimbursable basis upon receipt of invoice from vendor used by the Firm. The City reserves the right to furnish required material or equipment and adjust the On-Call hourly rate based on labor only (including benefits). The City also reserves the right to have the on-call extra work completed by City staff.
8. Monthly and quarterly reports of the tasks completed at each location must be submitted by the Firm to the Public Works Department. The Firm may email the reports to Nazri Hasbun, Public Works Superintendent (nhasbun@sfcity.org).
9. The Firm shall lock all exterior doors and set alarms at City Hall, Public Works Operations Center & Trailer at 501 First St., Recreation Park, Las Palmas Park and Lopez Adobe.
10. The City will conduct inspections of all work performed on a regular basis and will report any discrepancies or lack of performance to the Firm. If violations are reported over a period of time and are not corrected, the Firm shall be considered noncompliant and the contract may be terminated.

HOURS OF JANITORIAL SERVICES

The Firm shall conduct all operations so as to cause the least possible obstruction and inconvenience to the public and City employees.

FULL SERVICE SCHEDULE

| Facility | Address | Frequency/Days | Hours |
|--|--------------------|-------------------------------|---------------------|
| City Hall – General Offices | 117 Macneil St | Tuesday – Saturday 4x week | Between 5am – 7am |
| City Hall – Additional Rooms (tasks listed in Special Provision Section) Council Chambers Lobby & Restrooms City Council Office Community Room | | Tuesday – Saturday 5x week | Between 5 am – 7 am |
| Police Station- General Offices | 910 First Street | Monday – Friday 5x week | Between 7am – 10am |
| Police Station – Additional Rooms (tasks listed in Special Provision Section) Jail Cells Locker Room Workout Room Communication Ctr. Property Control Lobby Kitchen Emergency Ctr Firing Range Cot Room Report Room Briefing Room | 910 First Street | Monday – Sunday 7x week | Between 7am – 9am |
| Public Works Operations Center – General Offices | 120 Macneil Street | Mon., Wed., Fri. 3x week | Between 6pm – 5am |
| Trailer | 501 First Street | Mon. Wed. Fri. 3x week | Between 6pm – 5am |
| Recreation Park – General Offices & Multipurpose Rooms | 208 Park Avenue | Monday – Sunday 7x week | Between 10pm – 7am |
| Recreation Park – Additional Rooms (tasks listed in Special Provision Section) Gymnasium Gymnasium Restrooms Lobby | 208 Park Avenue | Monday – Sunday 7x week | Between 10pm – 7am |
| Recreation Park – Exterior Restrooms | | Monday – Sunday 7x week | Between 10pm – 7am |

| Facility | Address | Frequency/Days | Hours |
|--|-----------------------------|----------------------------|-----------------------|
| Las Palmas Park - General Offices | 505 S. Huntington St. | Monday – Sunday 7x week | Between 10pm - 7am |
| Las Palmas Park – Additional Rooms (tasks listed in Special Provision Section) Gymnasium Gymnasium Restrooms Kitchen Lobby Multipurpose Room | 505 S. Huntington St. | Monday – Sunday 7x week | Between 10pm - 7am |
| | | | |
| Las Palmas Park - Exterior Restrooms | 505 S. Huntington St | Monday – Sunday 7x week | Between 10pm - 7am |
| Rudy Ortega Park | 2025 4 th Street | Monday – Sunday 3x week | Between 10pm - 7am |
| Pioneer Park – Exterior Restrooms | 828 Harding Avenue | Monday – Sunday 3x week | Between 10pm - 7am |
| Lopez Adobe (TBD building opening soon) | 1100 Pico Blvd. | Monday – Sunday 3x week | Between 5am - 8am |

Reduced Frequency at the following Locations: (locations shown are those where the frequency changed; all other locations will be cleaned at original frequency listed in the table above)

REDUCED SERVICE SCHEDULE

| Facility | Address | Frequency/Days | Hours |
|---|-----------------------------|-------------------------------|-----------------------|
| City Hall – General Offices | 117 Macneil St. | Tuesday – Saturday 3x week | Between 5am – 7am |
| City Hall – Additional Rooms (tasks listed in Special Provision Section) Council Chambers Lobby & Restrooms City Council Office Community Room | | | |
| | | | |
| | | | |
| Recreation Park – General Offices & Multipurpose Rooms | 208 Park Avenue | Monday – Sunday 5x week | Between 10pm – 7am |
| Recreation Park – Exterior Restrooms (Will be cleaned by PW Staff) | | None | — |
| Las Palmas Park - Exterior Restrooms (Will be cleaned by Public Works Staff) | 505 S. Huntington St | None | — |
| Rudy Ortega Park (Will be cleaned by Public Works Staff) | 2025 4 th Street | None | — |
| Pioneer Park – Exterior Restrooms (Will be cleaned by Public Works Staff) | 828 Harding Avenue | None | — |
| Lopez Adobe (TBD building opening soon) | 1100 Pico Blvd. | None | — |

TASKS CHECKLIST

The work to be completed under these provisions shall consist of and be accomplished in accordance with the following schedule referenced below:

CITY HALL – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots, (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Display Cases: Dust, clean glass and remove fingerprints.
- g. Damp mop all restrooms and lobby floors. Remove spots and marks; buff and polish tiles.
- h. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave, refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- i. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.

- j. Remove carpet and upholstery spot stains.
- k. Clean all glass doors and mirrors.
- l. Clean all exterior tiled areas at entrances including stairs and handicap ramps.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.
- f. Sweep and dust in basement area.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

POLICE STATION – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. All Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiled walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge and Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.

- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled areas outside entrance area.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior parking garage entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and drapes.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

PUBLIC WORKS OPERATION CENTER – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty all interior and exterior trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices & Conference Rooms: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers and all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Refill waterless urinals with its required chemicals regularly to prevent odors.
- f. Damp mop all restrooms, and kitchen floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean exterior and interior granite floors at entrance.
- l. Clean mop sink, drinking fountain, mirrors and restock paper towels in mechanic's bay area.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

TRAILER

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the trailer.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- d. Restrooms: Clean and disinfect shower, all toilets, urinals, floors, and walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also damp mop and clean all interior walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- e. Kitchen area: Clean kitchen sink and sink counter, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly.
- f. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- g. Remove carpet and upholstery spot stains.
- h. Clean all mirrors.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.

- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Treat wood desks in offices and meeting rooms with polish/protectant.
- c. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

RECREATION PARK – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace linings with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and entrance floors. Remove spots and marks; buff and polish tiles.
- g. Kitchen area: Clean kitchen sink and counter, heavy-duty stove, inside of microwave and industrial refrigerator and freezers. Remove trash; damp wipe and remove spills. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled wall and concrete areas at entrance.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean lobby/entrances and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.
- c. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

LAS PALMAS PARK FACILITY – GENERAL OFFICES

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags. Collect all office paper from recycled paper bins and transfer to central collection center designated for each facility.
- c. Clean and disinfect drinking fountains.
- d. Offices: Dust furniture; i.e., chairs, tables, desks, counters, cabinets and files. Polish chrome. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning each office.
- e. Interior and Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Also clean all interior tiles walls inside restrooms. Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop all restrooms, employee lounge, and lobby floors. Remove spots and marks; buff and polish tiles.
- g. Employee Lounge, Kitchens, and Snack bars: Clean kitchen sink and sink counter, table, stove, inside of microwave and refrigerator. Remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Spot clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls, wainscoting, partitions, and counter faces as needed. Remove all fingerprints.
- i. Remove carpet and upholstery spot stains.
- j. Clean all glass doors and mirrors.
- k. Clean all exterior tiled walls and concrete areas outside.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, dust picture frames, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.
- d. Phones: Clean and disinfect phones.
- e. Chair mats: Remove and clean underneath chair mats.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean all lobbies and exterior restroom entrances.
- c. Treat wood desks in offices and meeting rooms with polish/protectant.
- d. Wax heavy traffic areas. Use only non-slip wax and be careful not to splash wax on walls.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. Clean carpets & re-seal floor surfaces. Notify Public Works Superintendent in advance to schedule date and time.

RUDY ORTEGA PARK – TEA HOUSE

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags.
- c. Clean and disinfect drinking fountains.
- d. Tea House Meeting Room: Dust furniture; i.e., chairs, tables, desks, counters, rearrange furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning room.
- e. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop meeting room floor and restrooms. Remove spots and marks; buff and polish.
- g. Clean sink and sink counter, remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls as needed. Remove all fingerprints.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam-clean all exterior restroom entrances.
- c. Treat wood table in meeting room with polish/protectant.

5. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean windows and glass doors.

6. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. For floor surface cleaning notify Public Works Facilities Superintendent in advance to schedule date and time.

LOPEZ ADOBE FACILITY

1. Daily Tasks

- a. Remove trash from floors and vacuum or dust mop throughout the building.
- b. Empty trash receptacles and replace lining with new plastic bags.
- c. Clean and disinfect the exterior of drinking fountains.
- d. Meeting Room: Dust furniture; i.e., chairs, tables, desks, counters, rearrange furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning room.
- e. Restrooms: Clean and disinfect showers, all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms.
- f. Damp mop meeting room floor and restrooms. Remove spots and marks; buff and polish.
- g. Clean sink and sink counter, remove trash; damp wipe and wash tables and chairs; remove spills; rearrange furniture neatly. Clean walls up to ceiling.
- h. Clean doors, door knobs, door handles, light switches and receptacles, jambs, trim, walls as needed. Remove all fingerprints.
- i. Sweep and mop exterior balcony **(NO HOSING DOWN)**.

2. Weekly Tasks

- a. Dusting: Dust ledges and windowsills, dust base of chairs and tables, moldings and light fixtures.
- b. High Dusting: High dust for cobwebs. Vacuum duct vents and upholsteries.
- c. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Wash all trash cans with soap and water.
- b. Steam clean exterior restroom entrances.
- c. Treat wood table in meeting room with polish/protectant.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean windows and glass doors.

5. Biannual Tasks

- a. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.
- b. For floor surface cleaning notify Public Works Facilities Superintendent in advance to schedule date and time.

SPECIAL PROVISIONS

(ADDITIONAL TASKS AT SPECIFIED LOCATIONS)

In addition to the daily, weekly, monthly, and quarterly tasks, the following additional tasks shall be performed in designated areas as indicated in this special provisions section.

CITY HALL COUNCIL CHAMBERS

1. Daily Tasks

- a. Council Chambers: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains. Dust and clean counter areas around the Dias, clean and disinfect all microphones, dust, chairs, tables and furniture. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn lights off and lock doors after cleaning room.
- b. Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Vacuum seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters, display case, and seating areas at entrance.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris and clean walls. Dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Clean window areas at entrance.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.

POLICE STATION/JAIL**1. Daily Tasks**

- a. Jail Cells: Clean and disinfect toilets and sinks. Remove stains and build-up. Clean and disinfect showers. Remove water stains from tiles and floor. Clean fixtures. Remove all dirt and debris from drain filters and floors. Sweep and mop cells and corridors.
- b. Men and Women Locker Rooms and Restrooms: Clean and disinfect shower area including walls and shower floors, remove all stains, hard water build-up and water spots. Clean and disinfect shower fixtures. Remove all dirt and debris from drain filter and floors. Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean fixtures. Sweep and mop all floor surfaces. Vacuum carpet. Pick up debris from locker area. Empty trash receptacles and replace lining with new plastic bags. Collect used towels and place in hamper. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew.
- c. Workout Room: Sweep for loose debris. Clean and disinfect water fountain. Clean mirrors.
- d. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- e. Communications Center: Clean and disinfect restrooms. Remove stains from sink and toilet. Clean walls. Dust work area and clean walls as needed. Clean windows and vacuum.
- f. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain.
- g. Property Control: Clean sinks and counters. Sweep and mop as needed.
- h. Parking Lot: Pick-up debris in covered area. Empty ashtrays and trash cans.
- i. Emergency Communications Center: Inspect daily and clean as needed. Dust furniture; i.e., chairs, tables, desks, counters and cabinets. Clean sink, remove trash, clean walls up to ceiling. Rearrange office furniture neatly after vacuuming and dusting. Turn office lights off and lock doors after cleaning.
- j. Firing Range Offices: Mop floor, dust, and remove trash.
- k. Cot Room: Inspect daily. Mop floor, dust and remove trash as needed.
- l. Report Room: Mop floor, dust, and remove trash.

- m. Briefing Room: Vacuum, dust, and remove trash.

2. Weekly Tasks

- a. Jail Cells and Cell Area: Sweep and mop all floor surfaces with hot water, soap and disinfectant. Remove build-up of dirt, dust, and stains along wall edges in cells and cell areas where floors are mopped.
- b. Inspect floors and walls for stains. Clean and remove all visible stains on floors and walls. Sweep and mop floors in drunk tank. Clean walls, sweep and mop storage room (Room # 45). Dust all high wall areas. Disinfect mats in cells and drunk tank.

3. Monthly Tasks

- a. Lobby: Clean high window areas at entrance.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

RECREATION PARK

1. Daily Tasks

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Exterior and Gymnasium Restrooms: Clean and disinfect showers all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Vacuum vents. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- d. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep floor or loose debris. Mop all floors, and clean walls. Dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Clean window areas at entrance. Complete steam wash outside restrooms.

4. Quarterly Tasks

- a. Clean light fixtures and lenses.
- b. Clean window blinds and window shades.
- c. Wash windows inside and outside. Use only approved window-washing cleansers when cleaning windows. The Firm shall be responsible for damage to these windows caused by using improper cleansers.

LAS PALMAS PARK

1. Daily Tasks

- a. Gymnasium: Sweep floor or loose debris. Mop gym floor four times (Friday, Saturday, Monday, Wednesday) per week.
- b. Gymnasium Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and round the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.
- c. Kitchen: Sweep and mop. Clean sink. Remove stains. Clean walls up to ceiling.
- d. Lobby: Sweep and mop seven days a week. Clean and disinfect furniture. Clean glass doors. Clean and disinfect water fountain. Clean counters and seating areas at entrance.
- e. Multipurpose Rooms: Remove trash from floors. Empty trash receptacles and replace lining with new plastic bags. Remove carpet and upholstery spot stains and damp mop floor surfaces, when applicable. Dust furniture; i.e., chairs, tables, counters, rearrange furniture neatly after cleaning and dusting. Clean doors, door knobs, door handles, and light switches. Remove all fingerprints. Turn office lights off and lock doors after cleaning room.

2. Weekly Tasks

- a. Inspect floors and walls for stains. Sweep and vacuum floor for loose debris, clean walls, dust all high wall areas.

3. Monthly Tasks

- a. Lobby: Cleaning of window areas at entrance.
- b. Outside Restrooms: Complete steam cleaning.

PIONEER PARK

1. Daily Tasks

- a. Exterior Restrooms: Clean and disinfect all toilets, urinals, floors, walls in the stalls and around the toilets and urinals, remove all stains, hard water build-up and water spots (using separate cleaning towels from the towels used for the other rooms in the facility). Clean all sinks and sink counters, clean and polish metal connections, chrome fixtures and piping. Restock supplies as needed: toilet tissue, towels, soap, and deodorants in restrooms. Remove all dirt and debris from drain filter and floors. Sweep and mop floors. Empty trash receptacles and replace lining with new plastic bags. Clean walls with damp cloth up to ceiling to remove dust, dirt, and mildew. Remove graffiti as needed.

2. Weekly Tasks

- a. Restroom Floor Drains: Pour hot water in each floor drain and disinfect in all restrooms.

3. Monthly Tasks

- a. Steam clean exterior restroom entrances.

LIST OF ATTACHMENTS

| | |
|--------------|---------------------------------------|
| Attachment A | Living Wage Compliance Certificate |
| Attachment B | Bid Sheet |
| Attachment C | Sample Professional Service Agreement |

CITY OF SAN FERNANDO
Living Wage Certification for Providers of Services to the
City of San Fernando
(Fiscal Year 2014-2015)

TO BE COMPLETED BY ALL FIRMS PROVIDING SERVICES TO THE CITY OF SAN FERNANDO IN EXCESS OF \$25,000

The City of San Fernando Municipal Code Sec. 2-896 through Sec. 2-906 Living Wage Ordinance (LWO) establishes a minimum Living Wage of **\$10.64 per hour with employer provided health benefits or \$11.89 per hour without employer provided health benefits** for certain employees of Firms providing services to the City.

The LWO requires a Firm providing services to the City of San Fernando to pay at least the Living Wage to any Employee working on a contract if the contract for services exceeds \$25,000. The requirements of the LWO do not apply to government agencies, City grantees and other non-profit corporations. An Employee is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Firms with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please complete the following certification if you are a Firm engaging in a contract for services with the City of San Fernando in excess of \$25,000.

Your signature on this certification grants the City permission to review any and all payroll books and records to assure compliance with the LWO during the term of the contract. Further, your Firm is required to submit a payroll summary to the City every three (3) months.

Please direct any questions regarding applicability of the Ordinance to Nick Kimball, Finance Director, City of San Fernando Finance Department, 117 Macneil Street, San Fernando, CA 91340 or email nkimball@sfcity.org.

IF YOU ARE A SUBMITTING A PROPOSAL FOR SERVICES TO THE CITY UNDER A CONTRACT EXCEEDING \$25,000, YOU ARE REQUIRED TO CERTIFY THAT ALL EMPLOYEES THAT WILL BE WORKING ON THIS CONTRACT ARE PAID AT LEAST THE LIVING WAGE.

A signed LWO Certification form must be included with your proposal. If you are exempt for a reason noted on the form, please provide an explanation of why you are exempt, sign the certification form, and include it with the proposal.

LIVING WAGE CERTIFICATION

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

☐

Contractor is exempt as a (please check one)

- (a) _____ Government agency
- (b) _____ City grantee
- (c) _____ Non-profit corporation
- (d) _____ Employees covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms (Please provide a copy of the collective bargaining agreement.)

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Fernando's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the LWO, as mandated in the San Fernando Municipal Code, Sec. 2-896 through Sec. 2-906. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Firm will promptly notify **the Finance Department** in writing. Firm further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Firm as they relate to compliance with the LWO. Payroll records shall at a minimum include full name of each employee performing labor or providing services under the contract, job classification and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Company Name: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Service Description: _____

City of San Fernando Public Works Department RFP



**NOTICE OF
ANNUAL ADJUSTMENT OF THE LIVING WAGE RATE
FOR FISCAL YEAR 2014-2015**

NOTICE IS HEREBY GIVEN that the City of San Fernando Living Wage Rate has been adjusted pursuant to San Fernando City Code Section 2-896, effective August 4, 2014, as follows:

\$10.64 per hour with employer provided health benefits

\$11.89 per hour without employer provided benefits

This rate shall apply to all services contractors that enter into a service contract with the City and involves an expenditure in excess of \$25,000 and has a term of at least six (6) months.

Brian Saeki
City Manager

Publish: August 14, 2014
San Fernando Sun

City of San Fernando Public Works Department RFP

SAN FERNANDO MUNICIPAL CODE**Sec. 2-896. Purpose and short title.**

This article is enacted for the purpose of improving the quantity and quality of services received by the city from its service contractors. It is also the purpose of this article to promote an economic environment that protects public resources devoted to social support services. This article shall be known as the "Living Wage Ordinance of the City."

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-897. Definitions.

For the purpose of this part, unless it is plainly evident from the context that a different meaning is intended, the following definitions shall apply:

Aid recipient. Any person that is awarded a grant by the city.

Contractor. Any person that enters into a service contract with the city.

Employee. Any person that both: (i) is employed by an employer or a temporary employment agency; and (ii) expends any of his or her time in the performance of work related to a service contract. "Employee" shall not include managerial, supervisory, and confidential personnel. "Employee" also shall not include persons required to possess an occupational license.

Employer. Any contractor or subcontractor. "Employer" shall not include government entities, exempt non-profit organizations or temporary employment agencies.

Exempt non-profit organization. A corporation that both: (i) is organized under 26 USCS 501(c)(3); and (ii) has a chief executive officer who earns a salary that, when calculated on an hourly basis, is less than eight times the lowest wage paid by the corporation.

Grant. Any discrete financial assistance awarded by the city in connection with a program funded by the federal or state government.

Service contract. A contract that: (i) is let to a contractor by the city primarily for the furnishing of services to, or for, the city; (ii) involves an expenditure in excess of \$25,000.00 and (iii) has a term of at least six months.

Subcontractor. Any person that enters into a contract with a contractor to assist the contractor in the performance of a service contract. "Subcontractor" shall not include any person that is an employee of a contractor.

Temporary employment agency. A contractor that, on a temporary basis, provides the city with one or more employees that work under the city's direction.

(Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

Sec. 2-898. Payment of living wage and benefits.

(a) *Wages.* Employers shall pay employees a wage of no less than the living wage set pursuant to paragraph (d) of this section. Temporary employment agencies shall pay employees a wage of no less than \$10.64 per hour.

(b) *Compensated days off.* Employers shall provide at least six compensated days off per year for sick leave, vacation, or personal necessity at the employee's request.

(c) *Uncompensated days off.* Employers shall provide employees at least six uncompensated days off per year for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

(d) *Living wage rate.* The initial rate of the living wage shall be: (i) \$10.64 per hour with health benefits, as described in paragraph (e) of this section; or (ii) \$11.89 per hour without health benefits, as described in paragraph (e) of this section. As necessary, the purchasing agent shall annually adjust the rate of the living wage to correspond with any adjustments to retirement benefits paid to members of the California Public Employment Retirement System. The adjustment of the living wage rate shall be effective upon publication by the purchasing agent of a bulletin announcing such adjustment and shall apply prospectively.

(e) *Health benefits.* Health benefits required by this article shall consist of the payment of at least \$1.25 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the purchasing agent to qualify for the wage rate in paragraph (d) of this section for employees with health benefits.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-899. Federal earned income credit notification.

Employers shall inform employees making less than \$12.00 per hour of their possible right to the federal Earned Income Credit ("EIC") provided for in 26 USCS 32. Employers shall make available to employees forms describing the EIC, as well as forms required to secure advance EIC payments from the employer.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-900. Grounds for contract termination.

All service contracts shall provide that violation of this article shall entitle the city to terminate the contract and otherwise pursue legal remedies that may be available.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-901. Compliance by aid recipients.

Aid recipients who are awarded a grant in excess of \$25,000.00 shall comply with the requirements for employers that are set forth in this article.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-902. Applicability.

(a) *General.* Except as provided in this section, the provisions of this article shall apply to: (i) employers and temporary employment agencies with whom the city executes a service contract after the effective date of this article; (ii) employers and temporary employment agencies with whom the city executes an amendment to a service

City of San Fernando Public Works Department RFP

contract existing on the effective date of this article; and (iii) aid recipients to whom the city awards a grant after the effective date of this article.

(b) *Inapplicable to employers when waiver issued.* This article shall not apply to any person that has been issued a waiver pursuant to paragraph (c) of this section.

(c) *Waiver authorization.* The purchasing agent, with the consent of the city council, may issue a waiver of the requirements of this article to any person submitting a bid for a service contract upon making a finding that such waiver is necessary to allow the person to compete fairly in the bidding process.

(d) *Inapplicable to recipients of restricted grants.* This article shall not apply to aid recipients unless the city attorney either: (i) determines that application of this article is consonant with the laws governing the award of the particular grant; or (ii) receives a judgment from a court of law, or other tribunal, that indicates application of this article is consonant with the laws governing the award of the particular grant.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-903. Administration.

(a) *Implementation regulations.* The purchasing agent shall promulgate implementing regulations consistent with this article. At a minimum, such regulations shall include the following: (i) a list of contracts that shall be regarded as service contracts for purposes of section 2-897; and (ii) requirements for employer reporting of employee compensation.

(b) *Compliance monitoring.* The purchasing agent shall monitor compliance with this article. Such monitoring shall include investigation of complaints of claimed violations by employees. The purchasing agent shall annually submit to the city council a written report on compliance with this article.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-904. Notifying employees.

Employers shall give written notification to each current and new employee of his or her rights to receive the benefits set forth in this article. The notification shall be provided in English, Spanish, and other languages spoken by a significant number of employees, and shall be posted prominently in communal areas at the work site.

(Ord. No. 1514, § 2, 4-3-2000)

Sec. 2-905. Enforcement.

(a) Any aggrieved person may enforce the provisions of this article by means of a civil action.

(b) Any person who violates the provisions of this article or who aids in the violation of any provisions of this article shall be liable for, and the court shall award to the individual whose rights are violated, the following: actual damages; costs; attorney's fees; and not less than \$250.00 but not more than \$10,000.00 in addition thereto. In addition, the court may award punitive damages in a proper case.

(c) Actions to enforce the provisions of this article must be filed within one year of the alleged violation.

(d) Nothing in this article shall preclude any aggrieved person from seeking any other remedy provided by law.

(e) Nothing in this article shall be construed to limit any aggrieved person's right to bring legal action for violation of other minimum compensation laws. (Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

Sec. 2-906. No criminal penalty.

Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

(Ord. No. 1514, § 2, 4-3-2000)

City of San Fernando Public Works Department RFP

FACILITY FLOOR PLANS

WILL BE PROVIDED AT MANDATORY
JOB WALK

City of San Fernando Public Works Department RFP

Bid Sheet

Maintenance Facilities/ Parks/ Buildings
Full Service Schedule

| | Building/ Facility/ Park | Address | Approx. Sq. Footage | Monthly Cost | Annual Cost |
|---|--|----------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – alternating schedule 4 times/week; 5 times/week) | 117 Macneil Street | 14,432 | | |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street | 19,669 | | |
| 3 | Public Works Operations Center (daily – 3 times/week) | 120 Macneil Street | 11,345 | | |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week) | 501 First Street | 1,864 | | |
| 5 | Recreation Park (daily – 7 times/week) | 208 Park Avenue | 20,334 | | |
| 6 | Las Palmas Park (daily – 7 times/week) | 505 South Huntington | 18,691 | | |
| 7 | Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week) | 2025 Fourth Street | 1,120 | | |
| 8 | Pioneer Park Exterior Restrooms (daily – 7 times/week) | 828 Harding Avenue | 700 | | |
| 9 | Lopez Adobe Facility (daily – 3 times/week)* | 1100 Pico Street | 1,800 | | |
| | | TOTALS: | 89,955 | | |

*Not Currently Open; Start Date to be determined.

**See Tasks Checklist for detail of each facility.

City of San Fernando Public Works Department RFP

Bid Sheet

Maintenance Facilities/ Parks/ Buildings
Reduced Service Schedule

| | Building/ Facility/ Park | Address | Approx. Sq. Footage | Monthly Cost | Annual Cost |
|---|--|----------------------|----------------------------|---------------------|--------------------|
| 1 | City Hall (daily – 3 times/week) | 117 Macneil Street | 14,432 | | |
| 2 | Police Department (daily – 7 times/week); General Offices (daily – 5 times/week) | 910 First Street | 19,669 | | |
| 3 | Public Works Operations Center (daily – 3 times/week) | 120 Macneil Street | 11,345 | | |
| 4 | Public Works Equipment Yard Trailer (daily – 3 times/week) | 501 First Street | 1,864 | | |
| 5 | Recreation Park (daily – 5 times/week) | 208 Park Avenue | 20,334 | | |
| 6 | Las Palmas Park (daily – 7 times/week) | 505 South Huntington | 18,691 | | |
| | | TOTALS: | 86,335 | | |

*Not Currently Open; Start Date to be determined.

**See Tasks Checklist for detail of each facility.



2013

PROFESSIONAL SERVICES AGREEMENT

THIS 2013 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and _____ (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 require the performance of janitorial services in connection with the identified scope of services; 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 _____ 20____ under Agenda Item _____; 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:

I.

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 to Provide Janitorial Services" and dated as of November 13, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). 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 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 Three (3) Years commencing on January 1, 2015 to December 31, 2017 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of Two (2) years, at the sole and absolute discretion of CITY MANAGER, provided CITY MANAGER issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. 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 AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under [page/section] of the Scope of Work under the heading "_____ " (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 General Manager 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 _____ Dollars (\$_____) during the entire Initial Term of the Agreement or during any single extension term ("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 Nazri Hasbun, Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates [Name and Title of Person who will be Representing Consultant in the Performance and Administration of this Agreement] 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 highest 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: 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. 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.
 - 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: 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.
 - D. 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 shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, 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 CONSULTANT'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 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 and City's engineer, 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 (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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:

[Name, Address, Phone, Fax, and other relevant contact information for Consultant]

CITY:

City of San Fernando
Department of Public Works
Attn: Nazri Hasbun
117 Macneil Street
San Fernando, CA 91340
nhasbun@sfcity.org
Tel: (818) 898-1293
Fax: (818) 898-3221

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 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 6.16, 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:
[Insert Name of Consultant]

By: _____

Print: _____

Title: _____

SAMPLE

EXHIBIT "A"
[SCOPE OF WORK]

SAMPLE

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: December 1, 2014

Subject: Consideration to Approve a Professional Services Agreement with Knight Communications for Information Technology Management Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a three-year Professional Services Agreement (Attachment "A" – Contract No. 1773), with two optional one-year extensions, between the City of San Fernando and Knight Communications, for an amount not-to-exceed \$120,000 per year plus up to 10% (\$12,000) per year for additional work requested by the City; and
- b. Authorize the City Manager to prepare and execute the contract.

BACKGROUND:

1. Since 1989, Aegis Computers, Inc. has been the City's in-house Information Technology (IT) consultant overseeing the City's computer and network infrastructure.
2. On September 16, 1996, the City Council awarded Aegis Computers, Inc. a new contract to provide City computer and network services, which included the establishment of an hourly rate of \$65 per hour for IT services.
3. On May 23, 2012, the City initiated a Request for Proposals (RFP) for Professional IT Services.
4. On June 14, 2012, the City received three proposals from prospective IT consultants to provide the City with computer and network services. The former City Administrator initiated an interview process with the two lowest responsive bidders, which included Aegis Computers, Inc.

Consideration to Approve a Professional Services Agreement with Knight Communications for Information Technology Management Services

Page 2 of 3

5. On January 11, 2013, the City notified all respondents that the City was rejecting all proposals. The City then initiated discussions with the incumbent, Aegis Computers, Inc., to discuss possible cost saving measures to assist the City in addressing the General Fund deficit.
6. On March 18, 2013, the City Council approved a Professional Services Agreement (Contract No. 1703) with Aegis Computers, Inc. for City computer and network services at a reduced cost for a not-to-exceed fixed-rate billing of \$10,630 per month, including \$630 per month for website services, which saved the City approximately \$24,000 on computer and network services in FY 2013-2014.
7. On June 16, 2014, the City Council approved a six-month extension with Aegis Computers, Inc. to continue to provide IT services through December 2014 while the City conducted a formal Request for Proposal process.
8. On August 19, 2014, the Finance Department released a formal Request for Proposal. An optional job walk was conducted on September 9, 2014 and nine (9) firms submitted responses by the due date on September 25, 2014.

ANALYSIS:

The City received nine (9) proposals in response to the RFP for Information Technology Management Services. An Evaluation Panel (Panel) consisting of the City Manager, Deputy City Manager/Public Works Director, Community Development Director, Finance Director, and Recreation and Community Services Operations Manager reviewed the proposals. After an initial review, the Panel selected six respondents whose proposals best fit the City's needs to interview.

The initial round of interviews focused on each firm's experience with other governmental entities, customer service philosophy, staff level dedicated to San Fernando, and basis for their cost proposal. After the initial round of the interviews, the Panel selected the top three firms for a final interview. The top three firms, in alphabetical order, were:

1. Aegis Computers, Inc.;
2. Knight Communications; and
3. Vision Technology.

The final interview focused on specific issues facing the City and how each firm would move the Information Technology function forward assuming very limited available resources. Based on the responses included in the RFP, performance in multiple oral interviews, and a check of references, the Panel is recommending City Council award contract to Knight Communications to provide Information Technology Management Services.

Consideration to Approve a Professional Services Agreement with Knight Communications for Information Technology Management Services

Page 3 of 3

Knight Communications

Knight Communications (Knight) has over 20 years of experience providing Information Technology services exclusively to local government entities. Knight demonstrated extensive knowledge of the systems, applications, hardware and software being used by the City and has provided IT support services to a number of local law enforcement agencies.

Knight currently employs approximately 25 full time staff and has the resources to meet many of the City's needs. Their staff has experience with a wide variety of software packages that are frequently used by cities. If the on-site staff member assigned to San Fernando does not have experience with a particular software package, it is likely that another staff member does and is available as a resource.

Knight's references all confirmed their high level of customer service and responsiveness to requests. They also noted that Knight is willing to work with clients on services that may fall outside of the scope of the contract without a lot of "nickel and diming."

Knight's cost proposal and scope of service are included as Exhibit "A" of Attachment "A".

BUDGET IMPACT:

The Fiscal Year 2014-2015 Adopted Budget includes \$127,560 for Information Technology Management Services. The recommended firm has proposed \$120,000 per year, which represents a savings of \$7,650 per year. Consequently, there are sufficient funds already included in the Adopted Budget to cover the cost of the proposed contract.

CONCLUSION:

Information Technology Services are a critical component to creating an efficient and effective business environment. In recognition of the importance of IT services, staff went through a very comprehensive process to ensure the City receives the best service at a competitive price. Throughout the evaluation and vetting process, Knight Communications demonstrated the ability to provide a high level of service at an extremely competitive price point.

ATTACHMENT:

A. Contract No. 1773



ATTACHMENT "A"
CONTRACT NO. 1733

2014
PROFESSIONAL SERVICES AGREEMENT
 (Information Technology Management Services)
 (Knight Communications, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this [REDACTED] day of December 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Knight Communications, Inc. (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 require the performance of professional information technology management services in connection with the daily management of the City's computing and networking resources; 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 December 1, 2014 under Agenda Item [REDACTED]; 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:

I.

SCOPE AND PROSECUTION OF WORK; COMPENSAITON

- 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 "**Response to City of San Fernando RFP for Information Technology Management Servaes**" and dated as of September 25, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). 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 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 three (3) years commencing on January 1, 2015 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one-year extension terms, in the sole and absolute discretion of CITY, provided CITY issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. 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 AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the
In consideration for the performance of the Work, CONSULTANT shall be paid a flat monthly fee of Ten Thousand Dollars (\$10,000) per month during the Initial Term of this Agreement or any subsequent extension term.
- B. 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 approved annual contingency of up to ten percent (10%) of the contract amount, Not-to-Exceed \$12,000 annually.

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.
- 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 as identified in Attachment A.

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 Nick Kimball, Finance Director, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. 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'S REPRESENTATIVE: CONSULTANT hereby designates Paul Ramakrishnan, Chief Executive Officer 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 highest 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: 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. 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.
 - 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: 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.
 - D. 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 shall be endorsed to include contractual liability.
- 3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, 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 CONSULTANT'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 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 and City's engineer, 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 (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

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:

Paul Ramakrishnan, CEO
Knight Communications
427 North Yale Ave., Suite #201
Claremont, CA 91711
paul@knightcommunications.com
Tel: (909) 621-3559

CITY:

City of San Fernando
Finance Department
Attn: Nick Kimball
117 Macneil Street
San Fernando, CA 91340
nkimball@sfcity.org
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 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 6.16, 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:**

Knight Communications, Inc.

By: _____

Print: _____

Title: _____

EXHIBIT "A"
[SCOPE OF WORK]



EXHIBIT "A"

**Response to
City of San Fernando
RFP for
Information Technology Management Services**



Date Submitted: 25th September, 2014



Submitted by:

Knight Communications

Primary Contact:

Paul Ramakrishnan
Chief Executive Officer (CEO)
Knight Communications
427 North Yale Ave. Suite: 201
Claremont, CA 91711
Office: (909) 621-3559
Mobile : (909) 821-2799
paul@knightcommunications.com

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Table of Contents**

| | |
|-------------------------------------|----|
| Letter of Transmittal | 3 |
| Summary | 4 |
| Company Profile | 5 |
| Qualifications and Experience | 7 |
| Methodolgy And Work Plan | 11 |
| Project Staffing | 19 |
| Proposed Innovations | 22 |
| Cost | 25 |
| Scope of Work | 26 |

Attachments:
Summary Sheet



Letter of Transmittal

September 22, 2014

Nick Kimball
Finance Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Kimball:

On behalf Knight Communications, I am pleased to present our proposal to provide Information Technology Management Services to the City of San Fernando. Our firm is a proven IT professional service and consulting firm with a strong background providing IT services and consulting to local governments in California, for over 30 years.

We truly appreciate this opportunity to present our services to City of San Fernando. I look forward to assisting the City of San Fernando with its needs and will be diligent in ensuring our relationship is a rewarding experience.

Knight agrees to provide all the required insurance certificates and the licenses required for this contract.

Knight does not have any conflict of interests relative to the proposed services.

Our offer is a firm, irrevocable offer for 90 days from September 25, 2014.

We state that nothing in this proposal is proprietary.

We acknowledge the receipt of Addendum 1 (Job walk) and the Responses to Questions

Sincerely,

Paul Ramakrishnan
CEO
Knight Communications
427 Yale Avenue Suite: 201
Claremont, CA 91711
paul@knightcommunications.com

909-621-3559

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Summary

Stability: Knight Communications Inc. has been an information technology solutions provider for over 30 years and in particular to the local governments for over 20 years. Knight Communications is well known in California for our IT expertise with various local government agencies and their strong background providing IT outsourcing to cities and their public safety organizations

Knowledge: Knight has a thorough and complete understanding and working knowledge of all the requirements, and of all the Systems & Applications and all of the Public Safety Systems & Applications being used at the City of San Fernando.

We possess all the required skills and qualifications (both general and specific) as outlined in the RFP.

Reliability: All of our users are extremely happy with Knight's services. We have received nothing but accolades from various users over the years.

Cost: Our **cost** is an economically conscious one. Our prices are realistic for the California market and to help ensure high quality staff

References: Knight has excellent references from other City clients.

Personnel: We have always provided qualified people for the Cities' IT operations.

Resources: We can provide additional resources to the staff placed at San Fernando, when and if needed, without any additional charges to the City.

Services: We have proposed to provide **all** IT related services, and we do not charge anything additionally for any IT projects down the road.

Approach: Our approach and methodologies are solid and we believe in strong customer oriented service.

Our fundamental business principle of commitment to quality, responsiveness, professionalism and honesty provides City of San Fernando with the security of dealing with a professional services firm that is honest, fair, flexible and accountable to you. These principles and values guide us in developing our strategic goals and implementing the policies that drive success.

Contacts: All of our personnel mentioned in the Project Staffing section can be contacted via a toll-free 24/7 number and as well via their mobile phones.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

Company Profile

Knight Communications Inc. is an information technology solutions provider for Local Government Agencies and Businesses for 30 years.

Company Name: Knight Communications Incorporated

Address: 427 Yale Avenue, Suite: 201, Claremont, CA 91711

Years in existence: 15 as part of Continental Computer and 15 years as an independent Knight Communications.

Federal Tax id: 33-0876593

Contact Name: Paul Ramakrishnan

Contact Title: CEO

Telephone Number: 909-621-3559

E-mail Addresses: paul@knightcommunications.com

Website: www.knightcommunications.com

Other info: Not owned by any other organization or individual
No failures or refusals to complete a contract
No lawsuits or litigations regarding projects, contracts or services
No financial interests in other lines of business

Knight Communications Inc. is a Minority Business Entity certified by the City of Los Angeles.

Our Company Goals:

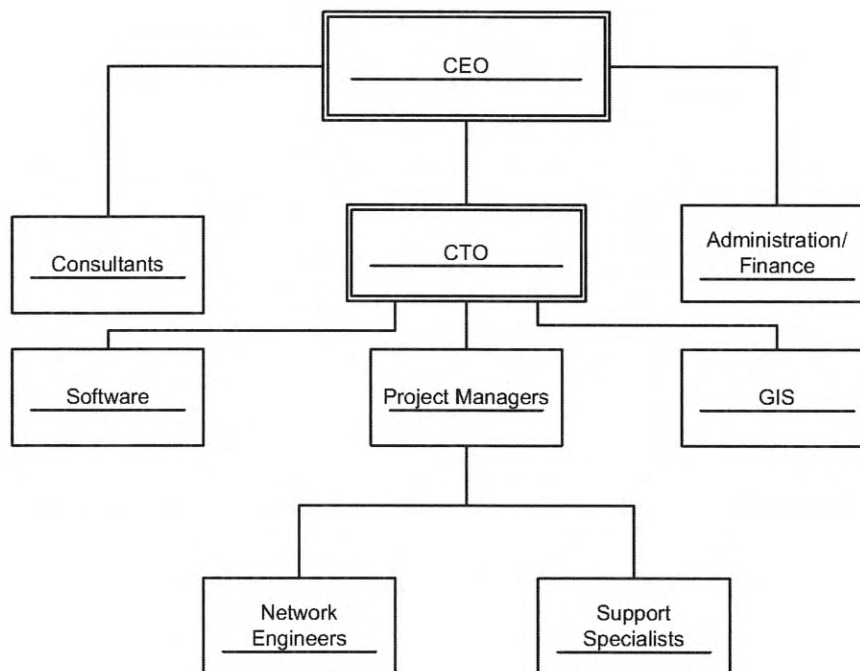
- To provide strategic, high quality, innovative IT services and serve as an enabler to improve the delivery of client services and improve the efficiency, productivity, and financial performance.
- To recruit and retain highly qualified, educated, extremely motivated and empathetic personnel
- To provide long-term customer commitment and satisfaction

Our services include but not restricted to the following:

- Information Systems Management
- Network Installation and Administration
- Helpdesk, Desktop and Peripheral support
- GIS services
- Data Analysis & Analytics
- Strategic Planning and Oversight
- Master Plan Development and Deployment
- IT infrastructure Design
- Systems Integration
- Project Management
- Custom Programming
- Consulting Services
- Computer Facilities Management
- Data Recovery Services

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Knight
Organizational
Structure

Total Number of employees = 25

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

Qualifications and Expereince

Knight Communications has been providing Information Technology (IT) services for over 30 years and particularly to the governments for over 20 years. We now provide IT services *only* to local government entities.

We are deeply experienced and knowledgeable in all aspects of Information Technology pertaining to local governments and public safety organizations. We have provided and continue to provide the same type of services, to various agencies which are similar to San Fernando. Our recent government client list is provided below.

We possess extensive knowledge of all of the systems, applications (including all of the Police and Fire technologies and systems), hardware, software and technologies that are being used at San Fernando.

Knight's personnel assigned to San Fernando are well qualified and experienced in the local government technology arena.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

- **List of Government Clients we have served during past 10 years**

City of Arcadia, California - Complete IT Support Services

City of Lawndale, California - Complete IT Support Services

City of Montebello, California - Complete IT Support Services

City of Monterey Park, California - Complete IT Support Services

City of Norwalk, California - Complete IT Support Services

City of Pacific Grove, California - Complete IT Support Services

City of Rialto, California - Complete IT Support Services

City of Upland, California - Complete IT Support Services

Arcadia Police Department - Complete IT Support Services

Baldwin Park Police Department - Complete IT Support Services

Claremont Police Department, California - Custom Software

La Verne Police Department, California - Consulting Services

Montebello Police Department, California - Complete IT Support Services

Monterey Park Police Department, California - Complete IT Support Services

Ontario Police Department, California - Complete IT Support Services

Upland Police Department, California - Complete IT Support Services

Arcadia Fire Department - Complete IT Support Services

Montclair Fire Department, Montclair, California – Network Management

Monterey Park Fire Department, California - Complete IT Support Services

Ontario Fire Department, California - Complete IT Support Services

Rancho Cucamonga Fire Department, California – Network Management

Upland Fire Department, California - Complete IT Support Services

Port of Los Angeles, California – Network Support and Consulting Services

San Diego Geographical Information Source (SanGIS) - Complete IT Support Services

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Performance History (past 5 years):

Percentage of work Knight was responsible for = 100%

| Entity Name | Purpose of Contract |
|-------------|---------------------|
|-------------|---------------------|

- | | |
|--------------------------|---|
| 1. City of Monterey Park | Entire IT Services including Network, PC/Helpdesk, and Applications support |
|--------------------------|---|

| | | |
|-------------------|-------------------|-----------------|
| Total Cost | Start Date | End Date |
| \$240,000/yr | 7/1/1992 | Current |

- | | |
|------------------------|--|
| 2. Baldwin Park Police | Entire IT Services including Police applications support |
|------------------------|--|

| | | |
|-------------------|-------------------|-----------------|
| Total Cost | Start Date | End Date |
| \$96,000/yr | 7/1/2002 | Current |

- | | |
|--------------------|--|
| 3. City of Norwalk | Entire IT Services including Network, PC/Helpdesk and Applications support |
|--------------------|--|

| | | |
|-------------------|-------------------|-----------------|
| Total Cost | Start Date | End Date |
| 186,000/yr | 7/1/2009 | Current |

- | | |
|--------------------|--|
| 4. City of Arcadia | Entire IT Services including Network, PC/Helpdesk and Applications support |
|--------------------|--|

| | | |
|-------------------|-------------------|-----------------|
| Total Cost | Start Date | End Date |
| \$340,000/yr | 7/1/1999 | Current |

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

References

| Reference 1 | |
|--------------------------------|--|
| Name of Reference | Annie Yaung |
| Title | Financial Services Manager |
| Contact Information | Phone : (626)307-1349 E-mail : ayaung@montereypark.ca.gov |
| Agency Name | City of Monterey Park |
| Type of work performed: | Complete IT support services |

| Reference 2 | |
|-------------------------------|---|
| Name of Reference | Mike Taylor |
| Title | Chief of Police and City Manager, City of Baldwin Park |
| Contact Information | Phone: (626) 960-1955 x 406 E-mail: mtaylor@baldwinpark.com |
| Agency Name | Baldwin Park Police Department |
| Type of Work Performed | Complete IT Support Services |

| Reference 3 | |
|-------------------------------|--|
| Name of Reference | Theresa Devoy |
| Title | City Clerk |
| Contact Information | Phone: (562)929-5715 E-mail: tdevoy@ci.norwalk.ca.us |
| Agency Name | City of Norwalk |
| Type of Work Performed | Complete IT support services |

| Reference 4 | |
|-------------------------------|--|
| Name of Reference | Hue Quach |
| Title | Director of Administrative Services |
| Contact Information | Phone: (626)574-5425 E-mail: hquach@ci.arcadia.ca.us |
| Agency Name | City of Arcadia |
| Type of Work Performed | Complete IT support services |

Methodology and Work Plan

In order to provide better service delivery and establish a rapport with the Knight team, we approach each new engagement by establishing shared expectations and a clear understanding of roles and responsibilities at the start of each project. We believe this background is critical to the overall success of working together as a team. If appropriate, Knight will hold an entrance conference to meet with the City of San Fernando staff. The primary objective of this meeting is to confirm both parties' understanding of issues, expectations, scope, deliverables, and to discuss the communication protocols that will be used for the engagement.

We recommend that specific agenda items for this meeting include the following:

1. Review and discussion of the job order or project, deliverables, schedules, critical success factors, and communication strategy.
2. Review and discussion of any data that we or the City of San Fernando will need.
3. Establishment of agreement on temporary employee and/or project progress reporting frequency and format.

We will carefully review the information you provide to us and ask questions to make sure we fully understand the expected outcomes. Our ability to talk with our clients, listen carefully, and use that information effectively helps our work product result in a high degree of success.

The general methodology and work plan principles used for the required operation at City are the following:

1. Orientation Phase (1 week)
 - Information Gathering
 - Physical Inventory
2. Transition Phase
 - Work with the current IT team for smooth transition (**2 weeks**)
 - Layout the tasks and activities that need to take place to efficiently move the services team from one vendor to another while minimizing operational risks to the infrastructure, operations, and support.
3. Systems Analysis
 - Analysis of Requirements
 - Risk Analysis
 - Work with City staff to identify needs
 - Utilization of Resources
4. Operations
 - Operations Policies and Procedures
 - End-User Support Policies and Procedures
 - Standards
 - Security and Safety Policies
 - Support Operations
 - Asset Management and Audit
5. Management
 - Management Objectives
 - Reports

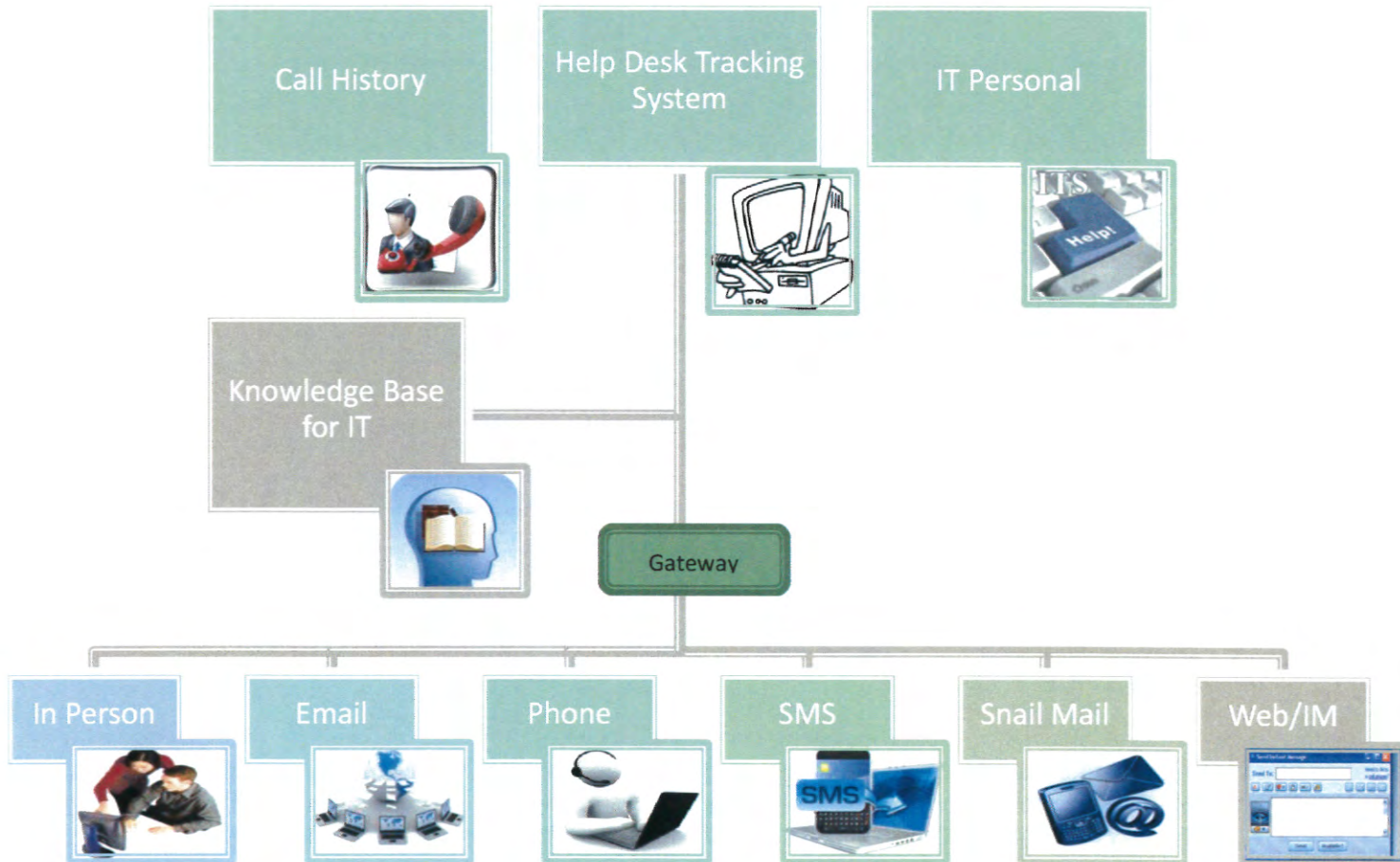
INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

6. Training
 - IT Training Policies
 - User Training
7. Acquisition
 - Acquisition Policies
 - Needs Analysis
 - Budgeting
 - Procurement process
8. Security and Control
 - Risk Management
 - IT Contingency Planning
 - IT Systems Security
 - Logical Access Control
 - Data Protection
 - Facilities Security
 - Personnel Security
 - Threat Management
 - IT Asset Management
9. Software
 - Implementation
 - Training
 - Maintenance
10. Project Management
 - Project Management Planning - Startup, Execution and Closeout

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

• Service/ Support Process



INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Organizational Unit Functions

Knight follows these guidelines regarding functions and responsibilities

| IT Organizational Unit Charter and Key Responsibilities | | |
|---|---|---|
| Unit | Charter | Key Responsibilities |
| IT Management | Provide leadership to the City in technology matters | <ul style="list-style-type: none"> Technology Strategy Communications Security Vendor Management Purchasing Process Budgetary Control |
| Planning | Proactively engage the City departments in visioning the use of technology | <ul style="list-style-type: none"> Project Management Business Analysis Strategic Planning |
| City Applications | Lead the acquisition, implementation and maintenance of software | <ul style="list-style-type: none"> Application Systems Support Geographic Information Systems (GIS) Web Services System Functional Evaluation Standards Definition |
| Infrastructure Management | Establish and maintain a network that is reliable and transparent to the end users. | <ul style="list-style-type: none"> Systems Administration Network Systems Support Hardware/Software Standards Definition. Security Standards Definition |
| Customer Service | Support end users. | <ul style="list-style-type: none"> Help Desk Communication Follow-up |

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Approach and Philosophy**

We have always considered ourselves employees of the entity we work for, opposed to outside consultants. This homogenous attitude provides a closer personal relationship with our end users, thereby providing a smooth and healthy work environment. We feel that this attitude is the best way to render our services and also it provides a great morale for our employees.

The personnel assigned to the City of San Fernando will be well qualified with extensive knowledge and experience with local government IT systems.

We consider the following to be keys in our relationship to the City of San Fernando staff.



INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Service Level

Knight's assigned personnel will be on-site, at least, 40 hours per week and remote support will be available whenever needed. We will definitely be able to meet a 2-hour response time or better.

- a. Server Down Response
 - i. When a server, network switch or other critical infrastructure is down, Knight Staff will be responsive to the need within half (1/2) hour and be onsite within one (1) hour, if required
- b. Workstation Down Response
 - i. When a workstation is unresponsive and unusable to an end-user, Knight will assist to fix the problem within two (2) hours.

Monitoring Services

- a. Knight will enable tools to monitor the health of servers and workstations to provide proactive response to maintenance and support matters that arise, including 24-7 alerting on those monitors to ensure after hour response to problems detected by the monitoring tools.
- b. Client will also have access to view this monitoring portal and will receive concurrent email alerts to a designated email address.

Performance Standards

Knight will adhere to the following minimum performance standards. If the City changes any of the standards set forth below, Knight will adhere to the new standards.

| <u>Description</u> | <u>Performance Standard</u> |
|---|-----------------------------|
| <u>A. Operating System</u> | |
| 1. Operating system upgrades and patches implemented on mutually agreed-upon date. | 100% |
| 2. Perform operating system and database tuning and capacity planning for supported application services quarterly. | 100% |
| 3. Respond to all equipment and software specification requests within the same day. | 100% |
| <u>B. Network</u> | |
| 1. Network availability | 99.9% |
| 2. Respond to outages within 30 minutes | 100% |
| 3. Respond to all other networks calls within 2 hours | 100% |
| 4. Maintain back up schedule and restoration capabilities | 100% |
| <u>C. User moves and Recovery</u> | |
| 1. Move single user (no cabling) | 1 days |
| 2. Move single user (cabling) | 2 days |
| 3. Pre-move notification (multiple users) | 10 days |
| 4. Recovery from data stored | 1 day |

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Resolution times:**

| Urgency Level | Definition | Resolution Time |
|----------------------|---|--|
| Show Stopper | Server or major application outage or bug, causing the user not be able to perform critical business process. Significant Agency business or user impact | Less than 1 hour or required deadline |
| High | Significant application outage impacting productivity or user not to be able to perform semi-critical business process. Major Agency business process or user impact | Less than 2 hours or required deadline |
| Normal | Application outage that is a significant concern to the user/Agency. Does not significantly interfere with the Agency business process | Within 1 day or required by user |
| Low | Application bug that is a minor concern to the user/Agency. Does not significantly interfere with the Agency business process | Within 2 days or by required by users |
| Information Request | Request for documentation or informational requests. issues that do not have a business process impact | Within 1 week |

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Problem Escalation Procedure:

For problems that are not solvable by the first tier, there will be a predictable escalation to other tiers based on the problems difficulty and severity. Help desk technicians are trained to triage problem's by quickly diagnosing severity and difficulty and determining how quickly to involve other tiers. Our IT management will predefine severity conditions and their corresponding escalation. A matrix of severity conditions ensures that big problems are quickly escalated and communicated to effect the most rapid resolution, and, equally importantly, to facilitate rapid communication of major problems to senior management.

The Level 1 Technician:

Receives call.

Creates an Incident ticket in the Help Desk System.

Note: In the event the help Desk system is not available, Level 1 Technicians will utilize manual logs to facilitate the process. All information that is logged manually will be entered into the Help Desk System upon its return to availability.

Determines if the call is classified as a Severity 1 and needs to be escalated.

If yes, notify the Site Manager, via cell phone, of the Severity 1 Incident.

If the Site Manager is not available, contact Backup Manager.

If Backup Manager is not available, contact the Account Manager.

If no, continue resolving the issue.

The Manager (or backup) will determine the appropriate personnel (either himself or from the corporate office) in restoring service, and provide the contact information to the Level 1 Technician.

The Level 1 Technician will contact the personnel (level 2), if needed, provided by the Manager, and notify them of the Severity 1 Incident. The Level 1 Technician will provide the Level 2 group with the Contact number, Incident ticket number, and instruct them to call the number ASAP, and or work to resolve the issue.

The Site Manager will notify the City Management, via email and or phone on updates and resolutions.

The Level 1 Technician will close ticket when problem is resolved and contact the customer to perform Customer Satisfaction Survey.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Project Staffing

Jason Sam

Role on Engagement: Jason will provide oversight and project management for the contract

| | | | |
|------------|--|-----------------------------|---------------|
| Experience | 2006–Present | Knight Communications, Inc. | Claremont, CA |
| | Senior Technology Manager | | |
| | <ul style="list-style-type: none"> Technology Project Management, Strategy Management, Technology Assessment, Master Plan Development, Disaster Recovery Plan development, Systems Management at government client sites. | | |
| | 1996–2006 | Knight Communications, Inc. | Claremont, CA |
| | Systems Manager | | |
| | <ul style="list-style-type: none"> Responsible for the entire IT systems infrastructure and applications from design, implementation and management at government client sites. Manage and maintain network applications such as CAD, RMS, MDS, ArcGIS, Sierra Permits, TMS, FireHouse, Telestaff, and Video Surveillance Systems. | | |
| | 1994–1995 | Knight Communications, Inc. | Claremont, CA |
| | Network Administrator | | |
| | <ul style="list-style-type: none"> Network Management at government client sites. | | |
| | 1992–1994 | Knight Communications, Inc. | Claremont, CA |
| | Support Engineer | | |
| | <ul style="list-style-type: none"> Installation and configure workstations and servers Troubleshoot PC problems Setup LAT and TCP/IP protocol connections. | | |

Education

1989–1994 California Polytechnic University, Pomona
B.S., Engineering Technology

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Gary Bagdasaryan

Role on Engagement: Gary will be the Network/Systems Administrator, and Desktop support

Email: Kbagdasaryan@knightcommunications.com

Education:

DeVry University of Sherman Oaks

Bachelor of Science in Computer Information Systems

Graduation Date: June 2007

Summary of Skills

- Network Administration
- Desktop Support
- Programming
- Web Application Development
- Structured Analysis and Design
- Object-Oriented Analysis and Design
- Project Management
- Database Administration
- Detailed documentation
- Hardware Repairs
- Router Management
- Windows, VMS, Linux and Unix Administration

Work Experience**Knight Communications**

Claremont, California

05/2008 - current

Systems Manager

Provide Systems/Network support to City of Monterey Park, Monterey Park Police Department & Monterey Park Fire Department.

- Install and manage operating systems and application software
- Manage and Maintain the entire Network infrastructure including wireless
- Server Management
- Network Administration including switches and routers
- Firewall Administration

LibeTech, Inc.

Glendale, California

09/2003 – 10/2005

IT Technician

Worked in a group environment. Trouble shooting computer issues in relation to hardware and software. Providing upgrades in terms of hardware and software. Provided user backups and provided custom software installations.

- LAN installation & maintenance using Microsoft Windows Server 2000

Herbert Hoover High School

Glendale, California

09/2000 – 06/2001

Network Administrator

Helped to maintain the schools network and provided support to the teachers and students. Installed packaged software through scripts, and worked with Ghost software to clone PC's.

- Aided students and teachers in use of computers.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Luis Rojas

Role on Engagement: Luis will provide Network Support, Desktop Support and Maintenance

Qualifications and Background

Technical Skills:

- Intrusion detection and prevention
- Attentive to detail
- Troubleshooting software/hardware
- PC System Building
- DHCP/DNS
- WAN/LAN/Wireless
- Hard Drive Imaging
- Microsoft Office
- Norton Ghost PC
- Symantec Partition Magic
- Symantec Backup Exec.

Windows 2000/XP/Vista/ 7/2K3 Server

Education:

- U.E.I., Los Angeles, CA-June 2005-Mar. 2006
A+ and MSCE labs, networking and software/hardware classes
- DeVry University, Long Beach, CA-Dec. 2004-Mar. 2005-Network Communications Management classes

Related Experience

Knight Communications Computer/Network Tech.

June 2006-Current

Maintain/Upgrade hardware and software for 320+ user's workstations as well as 25+ servers. Maintain printer and computer peripherals for user workstations. As Backup Admin, run weekly backups for client (Fire Station, Police Station) Servers. Upgrade old servers with up to date model servers and software. Add additional data lines for new machines/Servers to connect to the network. Digitized inventory lists for easier use and tracking. Monitor internet usage and server storage to optimize network performance/security.

TAC World Wide, Torrance, CA 2006

April 2006-May

PC Inventory Team

Identify computer hardware & peripherals and insert data into mobile asset device to transfer into global database. Update computer software and anti-virus programs to be up to date with manufactures current versions.

Best Buy, Culver City, CA Computer Tech

Oct 2005-Jan 2006

Geek Squad computer service, repair/troubleshoot computer systems. Remove spyware, viruses, and backup customer's data. Consult with customers for software and hardware upgrades. Consult with customers for new system builds to suite user's needs.

Net Tong, Santa Monica, CA Manager –

Jan 2005-Mar 2005

I cared for the customers' needs as well as computers/server. Kept hardware and server operational. Used desktop roll back software to prevent users from damaging computer programs/OS file system.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

Proposed Innovations

We are proposing the following innovations which could be used at the City.

E-Gov

Make public data more accessible. Expand the current city offering to the public, such as the ability to View and Pay bills, parking tickets etc. on line

Green IT

Implement standards and regulations that encourage green computing.

The City's carbon foot print can be reduced in three areas:

- Asset Management

- Energy Efficiency

- Green Practices

Desktop Virtualization

It is used to optimize the delivery of desktops, applications and data to users. The operating system, apps and data are decoupled from the underlying PC hardware and moved to the datacenter, where they can be centrally managed and secured. Instead of juggling thousands of static desktop images, IT can manage and update the OS and apps once, from one location, then deliver desktops and apps that are customized to meet the performance, security and mobility requirements of each individual user.

It also reduces the energy consumption.

Cloud Computing

Cloud computing offers governments a clear and compelling value proposition: All the technological firepower you need without any of the headaches of ownership and maintenance.

The qualities that define cloud computing -- on-demand service, elastic capacity and variable consumption -- represent a powerful new way to deliver IT services.

The cost saving potential is huge

Hosted Solutions

Hosting of Email, Data storage, Data Backup & Retrieval, Server Colocation, Database, and Disaster Recovery should be considered in order to reduce costs & maintenance, and better flexibility.

Mobile Applications

There are quite a few mobile applications designed for local governments which should be considered.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Workplace Social Network**

This type of social network fosters collaboration among city employees.

Users within an organization can automatically be connected based on "inferred expertise," providing a resource that staff can tap into for answers to questions.

This makes knowledge instantly accessible, rather than being a laborious process of discovery and input.

Neighborhood Initiative/Network

There are few applications available today for creating such a network.

The goal is to promote a return to the core values of neighborliness and community feeling, where neighbors know and help each other and can rely on one another.

Free private social networks for each neighborhood in your city so that neighbors can connect with each other to build stronger, safer places to call home.

Cities can use such networks to broadcast important updates to all members across the city or to specific neighborhoods. Share crime updates, organize disaster plans, and coordinate events.

Effectively share crime prevention and safety information, such as alerts of property crimes in their area or suspicious activity. This will help create a stronger and safer community that citizens call home.

Cost Cutting Initiatives

Consolidate IT infrastructure

Strategic sourcing by pooling (with other cities) for purchasing leverage

Reduce Energy use

Shared services for mission support activities

Advanced Business Analytics to reduce improper payments

Reduce Field Operations footprint and move to Electronic self service.

Litigation Readiness

It involves assessment of retention policies; mapping of the city data landscape; identification of data sources with potential litigation impact. This can greatly improve the City's cause in case of a law suit.

GPS

GPS enabled devices should be implemented at various departments including Police, Public works etc., which can improve the efficiency of city staff.

VOIP

Evaluate the current phone system and determine if new technologies such as Voice Over IP or Voice Mail to Exchange Communications should be considered in the near future for the City.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****GIS**

GIS should be available and integrated with various applications within the City. Having a GIS interface for **EOC** is extremely useful during disasters.

Also, the City can create GIS mapping system which included maps from neighboring cities and can become a portal and then provide GIS services to those cities which do not have their own GIS system.

Biometric Authentic tools

Implement biometric authentic tools to increase the level of computer access security and minimize the impact on end users by consolidating multiple passwords into a single biometric authentication.

Innovative source of revenue

SAAS – Software as a service
Monthly fee to access service instead of purchasing it

Public-private partnerships
Wireless networks – privately funded
Free access to citizens and additional fee based services

Cross-boundary collaboration
Sharing fiber optic cable infrastructure
Provide police/dispatch services to neighboring cities

Smart City solutions

Smart city solutions, with the help of instrumentation and interconnection of mobile devices, sensors and actuators allowing real-world urban data to be collected and analyzed, will improve the ability to forecast and manage urban flows and push the collective intelligence of cities forward.

Attendance System

A mobile application can be implemented for attendance systems, which would use GPS coordinates from the mobile device.

Process Improvement

Over time, any process gets dragged down by inertia and that process can be improved by applying various techniques.

Predictive Analysis

The City can benefit from using predictive analysis tools.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Cost**

We charge a flat fee of **\$ 10,000 a month** for all the services mentioned in the Scope of Services section, and for a **2 person onsite team**.

Additional Support from Knight, when and if our onsite staff needs

| | |
|---|--------------------|
| After hours, off-business hours support | No additional cost |
| Additional Network Engineers | No Additional Cost |
| Additional Support Technicians | No Additional Cost |

Total Annual Cost = \$ 120,000

We do not charge anything for travel.

Hourly rates for serices not covered under the contract

Project Management = \$75/hour

GIS Serices/Crime Analysis = \$50/hour

Custom Software Development = \$75/hour

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

Scope of Work

The scope of the technical services, both on-site and remote, to be provided will encompass that shall include, but not be limited to the following:

Provide timely, professional and effective services, work harmoniously with City staff and other city contractors, conduct regular status and information meetings, provide regular and timely reports on outstanding issues, work accomplished, and general network health, and make recommendations on improving City processes.

Provide enforcement of all City policies relating to the use of information technology resources.

Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

- . Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 am to 5:30 pm Monday through Friday.
- . Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
- . Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
- . Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
- . Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
- . Desktop Support Technicians will give Client opportunity to test system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
- . Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
- . Knight will provide their own transportation between City sites during their support activities.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Computer Operations**

Knight understands and agrees that the City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:30 am and 5:30 pm. Execution of scheduled batch runs and processes include:

- . Review of all process logs for normal execution and performance.
- . Preparation of reports and outputs for distribution on next regular work day.
- . Review of security logs and for unusual activity.
- . Performing backups, backup rotations and restores of all systems, servers, network equipment.
- . Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
- . Monitoring and reporting status of servers (disk allocations, etc.).
- . Monitoring and reporting on status of network.
- . Logging activity event entries into Operations Activity Log.
- . Cleaning and organizing Computer Room.
- . Checking on versions of software that require updates.
- . Maintaining process and operational documentation for Operations and Network Groups.
- . Maintaining inventory of supplies.
- . Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.
- . Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc.
- . Preparing and maintaining a Disruption Plan.

Network and Systems Support

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 am to 5:30 pm Monday through Friday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

- . Network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
- . Maintenance and installation of network cabling outside of the computer room is NOT part of this proposal. Separate proposals will be solicited for network cable installation services.
- . Network and network device performance monitoring, diagnostics, and tuning.
- . Network and network device configuration and version updates to keep within two versions of current.
- . Network and network device configuration management and record keeping.
- . Network, network device and server capacity monitoring and planning.
- . Network, network device and systems security administration and record keeping consistent with City policies.
- . Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- . Firewall configuration and version updates.
- . Server OS configuration and version updates to keep within two versions of current.
- . Network intrusion and Virus software management (keeping current updates and versions).
- . Coordination and cooperation with other City service providers.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Communication and Analysis**

Knight agrees to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. We agree to provide proficient writing skills, and our analysis will be thorough.

Additional Services. (No additional Cost)

- . Engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems, including major server upgrades, storage system upgrades, and software upgrades.
- . Evaluate Information Systems needs and recommend, develop, coordinate, and implement appropriate technological enhancements, processes, and standards including Information Technology Master Plan for various aspects of City business and activities.
- . Provide comprehensive management support for software and system enhancements.
- . Recommend, coordinate, and track budgetary items involving new, upgrades, and enhancements to computer technology, infrastructure needs, and office automation.
- . Meet, coordinate and participate with City staff covering any necessary meetings, demonstrations, and correspondence.
- . Provide technical leadership concerning technology issues.
- . Make recommendations for future purchasing, technology needs and trainings.
- . Investigate and evaluate technologies that have the potential to improve business, facility and system operations, addressing the viability of the technologies' application and anticipated timeline for operational use.
- . Determine potential compatibility and/or interoperability issues with existing systems and effect of new systems on current architecture.
- . Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, E-mail, Internet use, data collection and dissemination, and confidential information.
- . Support City staff in developing security policies for the organization that are carried into all aspects of the system design or security solution.
- . Conduct computer system security studies, risk analysis and recommend system security enhancements.
- . Manage and monitor user authorization rights to provide remote access.
- . Develop, monitor, and maintain system security protocols for the computer operations
- . Coordinate repair and maintenance work as necessary with contracted repair vendors and ensure repairs are conducted in a timely fashion.
- . Assist with disaster recovery, continuity of operations, and contingency planning.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014****Project Work**

Knight understands that Project work is not part of this standard support agreement, and that project work will be proposed under separate contracts. We also agree that project work refers to activities that fall outside normal course of daily help desk support, systems administration, and maintenance activities.

Knight agrees to provide Project Work which consists but is not restricted to the following tasks:

- . Server builds, rebuilds, installations, upgrades, and migrations
- . System, software, security, and procedural audits that are beyond the scope of normal daily/weekly/monthly auditing
- . Major Local Area Network upgrades, expansions or enhancements
- . Major Wide Area Network upgrades, expansions or enhancements
- . Large-scale equipment deployments, relocation or upgrades
- . Extensive database migrations
- . Design, testing, evaluation, or implementation of new systems or applications

Knight agrees to provide the following as part of Project Work;

- . Provide a detailed and complete project schedule including milestones and deliverables.
- . Ensure that both City staff and any outside vendors meet project deadlines.
- . Provide project data in a computerized format as well as hard copy.
- . Provide constructive recommendations and opinions to staff during the process based on prior experiences and expertise.
- . Management of project schedule through all phases of the project including milestones and deliverables.

Miscellaneous

Knight agrees to submit service reports on a monthly basis, summarizing service and IT policy issues. This will include a current network map for all locations and an updated administrator level access list of accounts and devices. Knight's personnel will be available to meet with the Information Services Director to review reports and discuss issues.

Knight can also provide additional services such as GIS services, Crime Analysis services, Custom Software services and Mobile Applications Development services, if required, at additional cost.

Provide 24 hour emergency assistance within a 2-hour timeframe to trouble-shoot and resolve unexpected network, system, and software issues.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES**2014**

The City can use our web-based help desk system, free of cost, which enables support services to be seamless and accountable. The system provides call-tracking and statistical reports both for management and the end users. It also keeps the users updated via e-mail, on the status/progress of their service call.

We will perform these following tasks as part of our services.

- Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.
- Resolve user generated trouble calls in a professional and efficient manner.
- Respond (call acknowledging assignment of call) to user, and diagnose/resolve according to prioritization. This will be done through our automated 'help-desk' system.
- User will be apprised of problem status during the entire problem resolution cycle in a timely manner, both by our automated 'help-desk' system and by phone call.
- Will give the user opportunity to test system during our presence once the problem is resolved. For long term problems, the user will be notified daily or weekly of progress until the problem is resolved.
- Monitor and alert notifications to vendors for failure or potential failure of critical equipment.
- Alert notifications to designated City personnel in the event of failure.
- Manage and store network configuration information
- Maintain documentation, including policies and procedures.

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

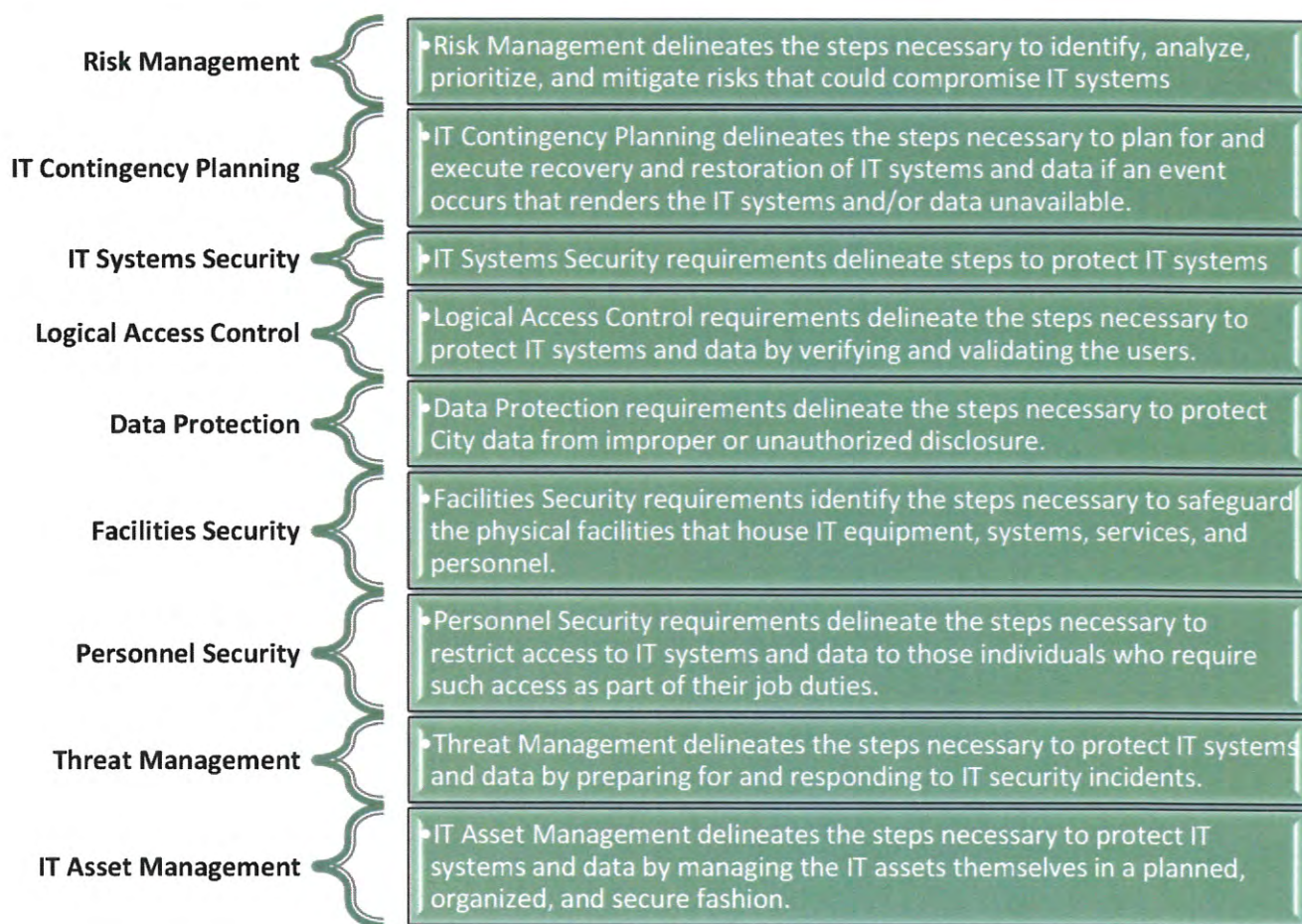
Network Security

Knight agrees to provide the following services in regards to Network Security.

- Maintain virus detection, spam & spyware filtering on City systems.
- Maintain remote access in a secure environment and provide remote access as requested by the City.
- Provide secure internet access, internet content filtering and reporting, backups and disaster recovery.
- Identify security risks, recommend procedures to minimize or eliminate them, including user training and awareness of security issues.
- Provide up-to-date information on all Add/Remove/Changes and all network configurations to the City.
- Manage group policy setup/configurations, user profiles, maintain/monitor user Internet activity.

Security Standard Program

The Security standard program we follow, consists of the following components:



INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

Reporting

Knight will provide the following to effectively monitor the status of the proposed services, management level status reports will be prepared and monthly meetings with the Port will be held to review work performed, network availability, help desk ticket summary, security issues and concerns, and planning.

We agree to participate in meetings which may be held to discuss service delivery and planning to ensure the IT needs of the Port are being met.

| Reports | |
|-------------------|--|
| Help Desk Tickets | Report of completed and in-progress help desk tickets –weekly. |
| Operating system | Report of resource management and usage with recommendations for improvements – monthly |
| Hardware/Software | Current list of all hardware and Software inventories - quarterly. |
| Network | Network availability – monthly or weekly if required |
| | Network projects – monthly or weekly if required |
| Security | Complete electronic systems audit, intrusions, internet usage, policy violations, any requested audit - weekly |