



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
JANUARY 22, 2019 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Student of the Month Samantha Casas

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATE OF RECOGNITION – STUDENT OF THE MONTH
 - Samantha Casas – San Fernando Institute for Applied Media
Education Commissioner Olivia Robledo
- b) SAN FERNANDO AS A GREEN CITY AND REVISITING THE 2018 EXPANDED POLYSTYRENE (EPS) FOOD WARE STUDY
California State University, Northridge Professor Dr. Rosa Furumoto
- c) ALAS MEDIA HELP PORTRAIT EVENT RECOGNITION
Director of Recreation and Community Services Julian J. Venegas

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – January 22, 2019**Page 2 of 4

- d) PRESENTATION BY REPUBLIC SERVICES
Municipal Relationship Manager Francella Aguilar
- e) REPORT REGARDING CITY'S PAVEMENT MANAGEMENT
Director of Public Works/City Engineer Yazdan (Yaz) Emrani

DECORUM AND ORDER

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

PUBLIC STATEMENTS – 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.

CITY COUNCIL - LIAISON UPDATES**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE THE MINUTES OF JANUARY 7, 2019 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-012 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – January 22, 2019**

Page 3 of 4

3) CONSIDERATION TO APPROVE PARTICIPATION IN THE CALIFORNIA OFFICE OF EMERGENCY SERVICES LAW ENFORCEMENT SUPPORT OFFICE PROGRAM AND RECEIVE SURPLUS EQUIPMENT

Recommend that the City Council:

- a. Approve Participation in the California Office of Emergency Services Law Enforcement Support Office; and
- b. Authorize the City Manager and the Police Chief to receive approved surplus equipment.

4) CONSIDERATION TO APPROVE A CONTRACT WITH UNITED MAINTENANCE SYSTEMS FOR JANITORIAL SERVICES

Recommend that the City Council:

- a. Approve a contract between the City and United Maintenance Systems in the amount of \$214,200 per contract year (Contract No. 1901) for janitorial services;
- b. Authorize the City Manager to approve any non-substantial revisions to contract language;
- c. Authorize the City Manager to execute contract; and
- d. Adopt Resolution No. 7902 amending the Fiscal Year 2018-2019 adopted budget appropriating the additional Facility Maintenance Fund expenditures for the Janitorial Services agreement.

ADMINISTRATIVE REPORT**5) REVIEW OF CITY COUNCIL PRIORITIES**

Recommend that the City Council review and discuss current City Council priorities.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS**

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – January 22, 2019**Page 4 of 4

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, CMC

City Clerk

Signed and Posted: January 17, 2019 (4:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website 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 Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JANUARY 7, 2019 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 5:01 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales and Hector A. Pacheco

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Antonio Lopez (notified staff that he was ill and would not make the meeting)

APPROVAL OF AGENDA

Mayor Fajardo reported that Item E was removed from the agenda.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

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

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

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – January 7, 2019**

Page 2

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Manager

C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Clerk

D) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: City Attorney

E) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

G.C. §54957

Item removed under Approval of Agenda.

RECONVENE /REPORT OUT FROM CLOSED SESSION (6:19 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – A general update was provided by Deputy City Manager/Director of Finance Nick Kimball and special Legal Counsel Liebert Cassidy. General feedback was given by the City Council but no final action was taken.

Item B – The City Council engaged in pre-evaluation, planning, and strategizing in anticipation of the March 1, 2019 tentative date for the commencement of the annual performance evaluation but no final action taken.

Items C & D – Continued to a future meeting date (either later this month or perhaps in February).

Item E – Was pulled under Approval of Agenda.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – January 7, 2019
Page 3**

ADJOURNMENT (6:21 P.M.)

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 7, 2019, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: January 22, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-012 (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 special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance 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 Deputy City Manager/Director of Finance 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. 19-012

ATTACHMENT “A”**RESOLUTION NO. 19-012****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-012****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January, 2019, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

vchlist		Voucher List				Page: 1	
01/15/2019 4:31:14PM		CITY OF SAN FERNANDO					
Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
213046	1/22/2019	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-1218	11720	SEVEN (7) ADS D-SITE OVERFLOW MO		
					072-360-0000-4260	903.00	
					Total :	903.00	
213047	1/22/2019	888356 ADVANCED AUTO REPAIR	1316	11838	VEHICLE MAINT., REPAIRS AND BODY '		
			1318		072-360-0000-4400	200.45	
				11838	VEHICLE MAINT., REPAIRS AND BODY '	990.50	
			1320		041-320-0152-4400		
				11838	VEHICLE MAINT., REPAIRS AND BODY '	135.00	
			1321		041-320-0225-4400		
				11838	VEHICLE MAINT., REPAIRS AND BODY '	185.45	
					Total :	1,511.40	
213048	1/22/2019	100130 ALMANZA, LAURA	REIMB.		SENIOR CLUB REIMB FOR ITEMS PUR		
					004-2380	521.42	
					Total :	521.42	
213049	1/22/2019	100143 ALONSO, SERGIO	DEC 2018		MMAPI INSTRUCTOR		
					108-424-3647-4260	330.00	
					109-424-3614-4260	330.00	
					Total :	660.00	
213050	1/22/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-DEC 2018		
					001-222-0000-4220	235.09	
					Total :	235.09	
213051	1/22/2019	893079 BARRERA, GLENDA	2000392.001		YOUTH BASKETBALL REFUND		
					017-3770-1328	80.00	
					Total :	80.00	
213052	1/22/2019	891301 BERNARDEZ, RENATE Z.	496		INTERPRETATION SERVICES-CC MTG		
					001-101-0000-4270	250.00	
					Total :	250.00	
213053	1/22/2019	892389 BRITE STAR LIGHTING	2707		INSTALL 42 EA. SNOWFLAKES (ORIGIN		

Page: 1

Page: 1

vchlist

01/15/2019

4:31:14PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213053	1/22/2019	892389 BRITE STAR LIGHTING	(Continued)	11913	001-190-0000-4267	4,440.00
					001-190-0000-4267	10.00
					Total :	4,450.00
213054	1/22/2019	100462 BYRD INDUSTRIAL ELECTRONICS	1030-18	11914	SCADA SECURITY ALARM MAINTENAN	
					070-384-0000-4260	896.64
					Total :	896.64
213055	1/22/2019	100464 C.A.P.E.	06700		RGSTR-2019 ANNUAL CAPE CONF IN S	
					001-222-0000-4380	225.00
					Total :	225.00
213056	1/22/2019	100466 CACEO	300009511		ANNUAL MEMBERSHIP	
					001-152-0000-4380	95.00
					Total :	95.00
213057	1/22/2019	892464 CANON FINANCIAL SERVICES, INC	19440708	11827	CANON COPIERS LEASE PAYMENT-NC	
			19551316		001-135-0000-4260	649.93
				11827	CANON COPIERS LEASE PAYMENT-DE	649.93
					Total :	1,299.86
213058	1/22/2019	892465 CANON SOLUTIONS AMERICA, INC.	4028008190	11828	COPIER MONTHLY RATES AND OVERA	
					001-135-0000-4260	1,256.42
					Total :	1,256.42
213059	1/22/2019	103619 CARL WARREN & CO.	1862910		LEGAL SERVICES	
			1862911		006-190-0000-4800	375.00
					LEGAL SERVICES	
					006-190-0000-4800	375.00
					Total :	750.00
213060	1/22/2019	893035 CHAVEZ, VICTOR	50-1715-06		WATER REFUND-1228 EIGHTH	
					070-2010	76.37
					Total :	76.37
213061	1/22/2019	100731 CITY OF LOS ANGELES	74wp190000026		FY 18-19 ASSSC OPERATION & MAINT	

Page:

2

Page: 2

Vchlist

01/15/2019 4:31:14PM

Voucher List

CITY OF SAN FERNANDO

Page:

5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213075	1/22/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0422807	11899	070-384-0000-4260	164.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0423518	11899	070-384-0000-4260	24.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0424255	11899	070-384-0000-4260	449.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0424483	11899	070-384-0000-4260	164.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0424756	11899	070-384-0000-4260	164.00
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0424757	11899	070-384-0000-4260	258.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0425239	11899	070-384-0000-4260	389.10
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0425775	11899	070-384-0000-4260	433.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
			L0425780	11899	070-384-0000-4260	433.60
				11899	PROFESSIONAL SERVICES - LAB DRIN	
					Total :	164.00
						6,537.10
213076	1/22/2019	890897 EVAN BROOKS ASSOCIATES, INC	18011-11		GRANT WRITING SERVS FOR SCAG SI	
				11916	001-190-0000-4267	9,950.00
					Total :	9,950.00
213077	1/22/2019	101147 FEDEX	6-420-22306		COURIER SERVICES	
					001-190-0000-4280	60.44
					Total :	60.44
213078	1/22/2019	890333 FLORES, MARIA ELENA	2000190.003		SENIOR DANCE TICKET REFUND	
					004-2383	30.00
					Total :	30.00
213079	1/22/2019	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598-		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220	559.22
					RADIO REPEATER-PD	

Page:

5

vchlist

01/15/2019 4:31:14PM

Voucher List

CITY OF SAN FERNANDO

Page:

6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213079	1/22/2019	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-150-5251-040172-		001-222-0000-4220	45.82
					MWD METER-PW	
			209-151-4939-102990		070-384-0000-4220	45.82
					MUSIC CHANNEL	
			209-151-4941-02990		001-190-0000-4220	41.70
					POLICE PAGING	
			209-151-4943-081292		001-222-0000-4220	41.70
					RADIO REPEATER-PD	
			209-188-4361-031792		001-222-0000-4220	45.82
					RCS PHONE LINES	
			209-188-4362-031792		001-420-0000-4220	105.02
					POLICE MAJOR PHONE LINES	
			209-188-4363-031892		001-222-0000-4220	574.21
					VARIOUS PHONE LINES	
					001-190-0000-4220	73.92
					070-384-0000-4220	219.82
					001-420-0000-4220	251.71
			818-361-0901-051499		SEWER FLOW MONITORING-PW	
					072-360-0000-4220	50.21
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	47.53
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	33.70
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	24.58
			818-838-1841-112596		ENGINEERING FAX LINE	
					001-310-0000-4220	25.39
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	107.06
					Total :	2,293.23
213080	1/22/2019	892660 G2 CONSTRUCTION, INC.	181212	11832	CITYWIDE CATCH BASIN MAINTENANC	
					001-311-0000-4260	13,464.00
					Total :	13,464.00
213081	1/22/2019	887932 GALLS/LONG BEACH UNIFORM CO.	011554165		BALLISTIC SHIELDS	

Page:

6

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 7

7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213081	1/22/2019	887932 GALLS/LONG BEACH UNIFORM CO.	(Continued)	11905	010-220-3622-4500 010-220-3622-4500	16,826.40 1,682.64
					Total :	18,509.04
213082	1/22/2019	891664 GOLDEN TOUCH CLEANING, INC	65843	11811	DEC-JANITORIAL SERVICES CONTRAC 043-390-0000-4260	13,345.50
					Total :	13,345.50
213083	1/22/2019	889352 GOMEZ, ADRIANA	JAN 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					Total :	50.00
213084	1/22/2019	101279 GOMEZ-GARCIA, SONIA	TRAVEL		CSMFO ANNUAL CONFERENCE 001-130-0000-4370	780.46
					Total :	780.46
213085	1/22/2019	888647 HDL SOFTWARE, LLC	0013544-IN	11822	BUSINESS LICENSE ADMINISTRATION- 001-130-0000-4260	2,605.98
					Total :	2,605.98
213086	1/22/2019	890594 HEALTH AND HUMAN RESOURCE	E0195100		EAP-JAN 2019 001-133-0000-4260	243.10
					Total :	243.10
213087	1/22/2019	890360 HERRERA, NINAMARIE JULIA	JAN 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					Total :	50.00
213088	1/22/2019	888309 HI 2 LO VOLTAGE WIRING CO, INC	18614		MONITORING SERVICES-01/01/19-03/3/ 001-222-0000-4260	75.00
					Total :	75.00
213089	1/22/2019	889028 HILTON SANTA BARBARA	TRAVEL		LODGING-2019 ANNUAL CAPE CONF IN 001-222-0000-4380	1,097.15
					Total :	1,097.15
213090	1/22/2019	101599 IMAGE 2000 CORPORATION	256715		VARIOUS COPIER MAINT CONTRACT 1	

Page: 7

7

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 8

8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213090	1/22/2019	101599 IMAGE 2000 CORPORATION	(Continued)		001-135-0000-4260	459.60
					072-360-0000-4450	39.81
					001-135-0000-4260	26.35
					Total :	525.76
213091	1/22/2019	887740 INDUSTRIAL SHOE COMPANY	I100-1164300		WORK BOOTS	
			I100-1164739		001-152-0000-4325	100.00
					WORK BOOTS	
					001-152-0000-4325	96.80
					Total :	196.80
213092	1/22/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2458		TELEPHONE EQUIPMENT MAINT-FEB 2	
					001-190-0000-4260	395.00
					Total :	395.00
213093	1/22/2019	891777 IRRIGATION EXPRESS	15136096-00	11879	IRRIGATION SUPPLIES FOR REPAIRS &	
			15136704-00	11879	043-390-0000-4300	81.89
				11879	IRRIGATION SUPPLIES FOR REPAIRS &	
					043-390-0000-4300	286.36
					Total :	368.25
213094	1/22/2019	101688 J & R AUDIO	3495	11835	SOUND/STAGE RENTAL FOR SPECIAL	
					001-424-0000-4260	3,300.00
					Total :	3,300.00
213095	1/22/2019	887952 J. Z. LAWMOWER SHOP	21524	11873	SMALL EQUIPMENT REPAIR AND MATE	
			21525	11873	001-346-0000-4320	472.27
			21526	11873	SMALL EQUIPMENT REPAIR AND MATE	
				11873	043-390-0000-4300	137.97
			21527	11873	SMALL EQUIPMENT REPAIR AND MATE	
					043-390-0000-4300	16.80
					SMALL EQUIPMENT REPAIR AND MATE	
					043-390-0000-4300	16.37
					Total :	643.41
213096	1/22/2019	101768 KIMBALL-MIDWEST	6809441		MISC SUPPLIES	

Page: 8

8

Voucher List

Page: 9

01/15/2019

4:31:14PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213096	1/22/2019	101768 KIMBALL-MIDWEST	(Continued)		041-1215	348.02
					Total :	348.02
213097	1/22/2019	891738 KNIGHT COMMUNICATIONS INC	20101049	11823	IT MANAGEMENT SERVICES-JAN 2019	10,000.00
					001-135-0000-4270	10,000.00
					Total :	10,000.00
213098	1/22/2019	101795 KOSMONT & ASSOCIATES	18-0099-003	11893	REAL ESTATE ADVISORY SERVICES-N	6,354.40
					001-190-0000-4267	6,354.40
					Total :	6,354.40
213099	1/22/2019	889332 LA DAILY NEWS	900233735		1 YEAR SUBSCRIPTION	99.42
					001-225-0000-4350	99.42
					Total :	99.42
213100	1/22/2019	101848 LANGUAGE LINE SERVICES	4462560		TRANSLATION SERVICES	32.77
					001-222-0000-4260	32.77
					Total :	32.77
213101	1/22/2019	101852 LARRY & JOE'S PLUMBING	2078880-0001-02		MATL'S FOR PLUMBING REPAIRS	29.75
					043-390-0000-4300	29.75
					Total :	29.75
213102	1/22/2019	101920 LIEBERT CASSIDY WHITMORE	1470684		LEGAL SERVICES	145.00
			1470686		001-112-0000-4270	145.00
			1470686		LEGAL SERVICES	98.00
			1470687		001-112-0000-4270	98.00
			1470687		LEGAL SERVICES	1,258.00
			1470688		001-112-0000-4270	1,258.00
			1470688		LEGAL SERVICES	1,295.00
			1470689		001-112-0000-4270	1,295.00
			1470689		LEGAL SERVICES	49.00
			1471012		001-112-0000-4270	49.00
					LEGAL SERVICES	111.00
					Total :	2,956.00

Page: 9

vchlist

01/15/2019

4:31:14PM

Voucher List

CITY OF SAN FERNANDO

Page:

10

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213103	1/22/2019	892202 LOPEZ, ANNA M.	JAN 209		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00 Total : 50.00
213104	1/22/2019	893077 LOPEZ, INGRID	33-3070-03		WATER ACCT REFUND-1112 CORONEL 070-2010	12.02 Total : 12.02
213105	1/22/2019	892477 LOWES	1029		BACKPACK SPRAYER & SEALANT FOR 043-390-0000-4300	139.28
			15749		BACKPACK SPRAY RETURNED 043-390-0000-4300	-85.27
			1868		LIGHTS-PIONEER PARK RESTROOMS 043-390-0000-4300	45.74
			8446		PRESSURE GUAGES FOR ALL FAC 043-390-0000-4300	19.91 Total : 119.66
213106	1/22/2019	892773 MAILFINANCE	N7505108	11814	QRTRLY LEASE RENTAL PYMNTS POS' 001-190-0000-4280	1,446.85 Total : 1,446.85
213107	1/22/2019	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	33.99 Total : 33.99
213108	1/22/2019	892140 MICHAEL BAKER	1036796	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	1,350.00 Total : 1,350.00
213109	1/22/2019	102226 MISSION LINEN SUPPLY	508895044		LAUNDRY 001-225-0000-4350	119.87
			508922128		LAUNDRY 001-225-0000-4350	122.98
			508941693		LAUNDRY 001-225-0000-4350	151.38
			508965976		LAUDRY	

Page:

10

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 13

13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213119	1/22/2019	892958 PADILLA'S AUTO CENTER	(Continued)		070-383-0000-4400	600.00
					Total :	600.00
213120	1/22/2019	890324 PEREZ, JUAN	11218	11809	REFEREE & SCORE KEEPER SVS-SUM 017-420-1328-4260	1,416.00
					Total :	1,416.00
213121	1/22/2019	890994 PONCE, JOE	JAN 2019		COMMISSIONER'S STIPEND 001-420-0000-4111	50.00
					Total :	50.00
213122	1/22/2019	102697 PROVIDENCE HOLY CROSS	72000077476200		PROFESSIONAL SERVICES 001-225-0000-4350	35.00
					Total :	35.00
213123	1/22/2019	889602 RESPOND SYSTEMS	381298		FIRST AID KIT-CITY HALL 001-310-0000-4300	272.56
					Total :	272.56
213124	1/22/2019	892489 RIOS, CHRIS	TRAVEL		PER DIEM-2019 ANNUAL CAPE CONF II 001-222-0000-4380	160.00
					Total :	160.00
213125	1/22/2019	893076 ROSAS, ENRIQUE	37-0465-03		WATER ACCT REFUND-613 KEWEN 070-2010	69.49
					Total :	69.49
213126	1/22/2019	103057 SAN FERNANDO VALLEY SUN	10366		PUBLICATION-CANNABIS ORD. 001-150-0000-4230	581.25
			10367		PUBLICATION OF ORD 1678 001-116-0000-4230	800.00
			10372		CUP PUBLICATIONS 001-2205	300.00
					Total :	1,681.25
213127	1/22/2019	102967 SCOTT FAZEKAS & ASSOCIATES INC	20460		PLAN CHECK SERVICES-510 PARK AVE 001-2698	24,379.24

Page: 13

13

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 14

14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213127	1/22/2019	102967	102967 SCOTT FAZEKAS & ASSOCIATES INC	(Continued)		
					Total :	24,379.24
213128	1/22/2019	893078	SHUPE, ROCHELLE MARIE		54-0792-01	
					WATER ACCT REFUND-1414 SEVENTH 070-2010	59.36
					Total :	59.36
213129	1/22/2019	891064	SIEMENS INDUSTRY INC		5620023435	
				11850	ON-CALL TRAFFIC SIGNAL MAINTENANCE 001-371-0301-4300	310.00
					Total :	310.00
213130	1/22/2019	103172	SKAUG TRUCK BODY WORKS		39564	
					VEHICLE MAINT-WA4416 070-381-0000-4400	193.35
					Total :	193.35
213131	1/22/2019	103184	SMART & FINAL		30915	
					REFRESHMENTS-SENIOR DANCE 004-2380	91.17
					40051	
					ICE FOR SENIOR DANCE 004-2380	21.96
					55251	
					ENP SUPPLIES 004-2346	117.59
					55626	
					REFRESHMENTS-SENIOR BREAKFAST 004-2346	25.14
					Total :	255.86
213132	1/22/2019	892367	SOLIS, MARGARITA		43 & 47	
					L P SENIOR PETTY CASH REIMB. 004-2380	95.73
					Total :	95.73
213133	1/22/2019	103202	SOUTHERN CALIFORNIA EDISON CO.		2-02-682-6982	
					ELECTRIC-910 FIRST 043-390-0000-4210	3,554.94
					2-02-682-7675	
					ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	4,000.18
					2-21-082-3241	
					ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	29,930.52
					029-335-0000-4210	1,544.44
					070-384-0000-4210	1,118.53
					043-390-0000-4210	17,207.27
					2-33-746-5215	
					ELECTRIC-190 PARK	

Page: 14

14

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213133	1/22/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			2-39-084-2581		027-344-0000-4210 ELECTRIC-1117 SECOND	590.29
			2-39-717-6769		043-390-0000-4210 ELECTRIC-8TH STREET	30.77
					043-390-0000-4210	29.74
					Total :	58,006.68
213134	1/22/2019	890834 SPARKLING IMAGE CORP	83952		CAR WASH - NOV 2018	
					001-222-0000-4320	82.00
					Total :	82.00
213135	1/22/2019	103251 STANLEY PEST CONTROL	104674		PEST EXTERMINATIONFOR THE INTER	
			104749	11880	043-390-0000-4260	94.00
			104750	11880	PEST EXTERMINATIONFOR THE INTER	
			104751	11880	043-390-0000-4260	55.00
			108665	11880	PEST EXTERMINATIONFOR THE INTER	
				11880	043-390-0000-4260	85.00
					PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	85.00
					Total :	414.00
213136	1/22/2019	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	341266		DOJ LIVESCAN FINGERPRINTING-NOV	
			343300		004-2386	2,829.00
			347121		FINGERPRINTING-NOV 2018	
					001-133-0000-4260	32.00
					DOJ LIVESCAN FINGERPRINTING-DEC	
					004-2386	2,435.00
					Total :	5,296.00
213137	1/22/2019	103305 TAB PRODUCTS CO.	2419609		EXTRA DR FOLDERS-GLOSSEY LABEL	
			2420002		001-222-0000-4300	161.00
					DR FOLDERS FOR 2019	
				11917	001-222-0000-4300	85.00
					001-222-0000-4300	3,235.79

Page: 15

vchlist

01/15/2019

4:31:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213137	1/22/2019	103305 TAB PRODUCTS CO.	(Continued)			
					001-222-0000-4300	305.50
					Total :	3,787.29
213138	1/22/2019	103318 TAG/AMS, INC.	2743257		RANDOM DRUG TEST	
					001-133-0000-4260	28.95
					Total :	28.95
213139	1/22/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	4062598		SMALL TOOLS	
			4072330		043-390-0000-4300	43.33
			4082794		HEAVY DUTY TAPE-NOTICE POSTINGS	
			5082793		001-152-0000-4300	29.62
			6065276		SMALL TOOLS	
			6065277		043-390-0000-4300	244.39
			8070062		SMALL TOOLS	
			9270389		043-390-0000-4300	103.92
					MATL'S FOR RESTROOM REPAIRS	
					043-390-0000-4300	30.72
					MATL'S FOR LEAK REPAIR-REC PARK	
					043-390-0000-4300	109.51
					CHAIN SAWS-TREE TRIMMING	
					043-390-0000-4300	771.19
					GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	1,421.66
					Total :	2,754.34
213140	1/22/2019	103903 TIME WARNER CABLE	0010518122118		CABLE- REC PARK 12/29-1/28	
			10328122718		001-420-0000-4260	221.93
			222204122018		CABLE - 01/05/19-02/04/19	
					001-190-0000-4220	132.56
					CABLE-PW 11/29/18-12/28/18	
					043-390-0000-4260	105.20
					Total :	459.69
213141	1/22/2019	103375 TIMEMARK INCORPORATED	116853		VIA 2 ANALYSIS SOFTWARE UPDATE	
					001-370-0000-4310	995.00

Page: 16

Voucher List		Page: 17	
01/15/2019 4:31:14PM		CITY OF SAN FERNANDO	
Bank code : bank3			
Voucher	Date	Vendor	Amount
213141	1/22/2019	103375 TIMEMARK INCORPORATED	995.00
213142	1/22/2019	892525 T-MOBILE	79.69
213143	1/22/2019	103413 TRANS UNION LLC	194.35
213144	1/22/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE	1,500.00
213145	1/22/2019	103463 U.S. POSTMASTER	112.50
213146	1/22/2019	888241 UNITED SITE SERVICES OF CA INC	1,815.42
213147	1/22/2019	103439 UPS	183.90
213148	1/22/2019	103534 VALLEY LOCKSMITH	55.00

vchlist

01/15/2019 4:31:14PM

Voucher List

CITY OF SAN FERNANDO

Page:

18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213148	1/22/2019	103534 VALLEY LOCKSMITH	(Continued)	11865	043-390-0000-4330	65.00
Total :						120.00
213149	1/22/2019	892081 VERIZON BUSINESS SERVICES	71003427		MPLS PORT ACCESS & ROUTER FOR F	1,050.60
001-222-0000-4220						1,050.60
Total :						1,050.60
213150	1/22/2019	889627 VERIZON CONFERENCING	Z6501513		CONFERENCE CALLS-NOV	16.78
001-190-0000-4220						5.28
Z6522256						5.28
CONFERENCE CALLS-DEC						5.28
001-190-0000-4220						5.28
Total :						22.06
213151	1/22/2019	100101 VERIZON WIRELESS-LA	9820467201		MDT MODEMS-PD UNITS	1,185.21
001-222-0000-4220						1,185.21
9820735987						5.36
BULIDING & SAFTEY SUPERVISOR CEI						5.36
001-140-0000-4220						5.36
9820787014						279.30
PD CELL PHONE PLANS						279.30
001-222-0000-4220						152.04
001-152-0000-4220						152.04
9821041778						157.54
PD CELL PHONE PLANS						157.54
001-222-0000-4220						113.82
9821052220						21.56
CITY YARD CELL PHONE PLANS						21.56
070-384-0000-4220						21.56
043-390-0000-4220						33.00
041-320-0000-4220						33.00
072-360-0000-4220						33.00
9821062636						58.06
VARIOUS CELL PHONE PLANS						58.06
001-133-0000-4220						48.88
070-384-0000-4220						48.88
001-310-0000-4220						33.49
Total :						2,109.82
213152	1/22/2019	887212 VILLAFANA, REBEKAH	DEC 2018		GRANT ASSISTANT	350.00
109-424-3614-4260						350.00

Page:

18

vchlist Voucher List Page: 19
01/15/2019 4:31:14PM CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213152	1/22/2019	887212 887212 VILLAFANA, REBEKAH	(Continued)			Total : 350.00
213153	1/22/2019	888390 WEST COAST ARBORISTS, INC.	142891	11836	ANNUAL TREE TRIMMING SERVICES	1,968.00
			143403	11836	ANNUAL TREE TRIMMING SERVICES	2,412.50
					011-311-0000-4260	Total : 4,380.50
213154	1/22/2019	890970 WEX BANK	57215803		FUEL FOR FLEET	
					041-320-0152-4402	396.07
					041-320-0221-4402	181.11
					041-320-0222-4402	108.97
					041-320-0224-4402	439.35
					041-320-0225-4402	3,369.64
					041-320-0226-4402	2.00
					041-320-0228-4402	569.36
					041-320-0311-4402	574.65
					041-320-0312-4402	2.00
					041-320-0320-4402	305.64
					041-320-0346-4402	55.60
					041-320-0370-4402	669.07
					041-320-0390-4402	1,062.05
					041-320-0420-4402	52.01
					007-313-3630-4402	4.00
					029-335-0000-4402	120.92
					070-381-0000-4402	18.57
					070-382-0000-4402	128.08
					070-383-0000-4402	876.83
					070-384-0000-4402	383.37
					072-360-0000-4402	398.37
						Total : 9,717.66
213155	1/22/2019	889138 WIEDER, CAROL	010719		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	375.00
						Total : 375.00
213156	1/22/2019	889491 WILLDAN FINANCIAL SERVICES	010-40229		DEVELOPMENT OF AN IMPACT FEE ST	

Page: 19

Page: 19

vchlist Voucher List Page: 20
01/15/2019 4:31:14PM CITY OF SAN FERNANDO

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213156	1/22/2019	889491 WILLDAN FINANCIAL SERVICES	(Continued)			
				11325	001-222-0000-4270	250.00
				11325	072-360-0000-4270	250.00
				11325	070-381-0000-4270	250.00
					Total :	750.00
213157	1/22/2019	103752 ZUMAR INDUSTRIES, INC.	81257		SIGNS AND MATERIALS	
				11888	001-371-0301-4300	146.53
					Total :	146.53
112 Vouchers for bank code :		bank3			Bank total :	652,391.71
112 Vouchers in this report					Total vouchers :	652,391.71

Voucher Registers are not final until approved by Council.

Page: 20

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

01/11/2019 11:57:58AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212837	12/27/2018	103648 CITY OF SAN FERNANDO	PR 12-28-18		REIMB FOR PAYROLL W/E 12-21-18	
					001-1003	344,760.60
					007-1003	799.53
					008-1003	2,061.12
					017-1003	2,824.79
					018-1003	67,141.89
					027-1003	3,185.72
					029-1003	2,541.19
					041-1003	9,334.86
					043-1003	20,103.86
					070-1003	35,601.72
					072-1003	23,495.50
					119-1003	1,554.82
					Total :	513,405.60
212934	12/28/2018	103648 CITY OF SAN FERNANDO	SPR 12/28/18		REIMB FOR SPECIAL PAYROLL W/E 12/	
					001-1003	10,139.17
					119-1003	147.00
					Total :	10,286.17
2 Vouchers for bank code : bank3					Bank total :	523,691.77
2 Vouchers in this report					Total vouchers :	523,691.77

Voucher Registers are not final until approved by Council.

Page: 1

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Anthony Vairo, Police Chief

Date: January 22, 2019

Subject: Consideration to Approve Participation in the California Office of Emergency Services Law Enforcement Support Office Program and Receive Surplus Equipment

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Participation in the California Office of Emergency Services (CAL OES) Law Enforcement Support Office (LESO) (Attachment "A") and;
- b. Authorize the City Manager and the Police Chief to receive approved surplus equipment.

BACKGROUND:

1. The National Defense Authorization Act authorized the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to federal, state and local law enforcement agencies (LEA) with special emphasis given to counter drug and counter terrorism.
2. The LESO Program (formerly known as the 1033 and/or 1208 Program) allows LEAs to receive DoD excess property.
3. Since 1991, California's Law Enforcement Agencies have participated in the LESO Program when it was known as the 1208 Program, the nexus was focused on Counter Drug and Counter Terrorism activities only.
4. In 1996, the program expanded to include all law enforcement activities.
5. As of 2012, over 400 agencies in California have taken advantage of the LESO Program, obtaining over four million items, valued at more than \$450 million.

Consideration to Approve Participation in the California Office of Emergency Services Law Enforcement Support Office Program and Receive Surplus EquipmentPage 2 of 2

ANALYSIS:

The LESO Program is an excellent resource for the City to obtain surplus federal and military equipment. The following list includes examples of available equipment:

- Storage Containers in various sizes;
- Vehicles, such as half-ton to one-ton pickup trucks, and two or four seat utility/recreation type vehicles;
- Tools in various types for construction and mechanical projects, including emergency generators;
- Firing range equipment;
- Robots: Tactical robots to check in a building for suspects or trapped people in a natural or other types of disasters;
- Aircraft: All types of aircrafts, excluding military fighter jets and assault type helicopters (includes drones in various sizes for city use only);
- Weapons: Handguns and rifles;, and
- Tactical vehicles: High Mobility Multipurpose Wheeled Vehicles (HMMWV) and other tactical type vehicles.

This is a sample of the type of equipment is available through the LESO Program that the City may receive at no cost. The Police Department, along with other City Departments, may utilize the available usable and good condition surplus equipment as a way to supplement the departments' needs, without utilizing General Fund money.

BUDGET IMPACT:

There may be a minimal amount of budget impact depending on maintenance cost, but is far less than purchasing the items out of the General Fund. Staff will only pursue equipment that is in good working order to minimize maintenance and operation costs.

CONCLUSION:

Staff is requesting the City approve participating CAL OES LESO Program and receive surplus equipment that meets the City's standard (usable and good working condition).

ATTACHMENT:

- A. CAL OES LESO and DoD Agreement

California Public Safety Procurement Program (CPSPP) LESO Program Certification Package

Introduction

California Law Enforcement Agencies (LEAs) that wish to acquire and/or retain property acquired through the LESO Program (previously known as 1033 and/or 1208 Federal Excess Property Program) must be certified and currently authorized, through the State Coordinator's Office and the Federal Law Enforcement Support Office (LESO), to use the LESO Program.

Note 1: Required program training can be found at the LESO Learning Center page: <http://www.dla.mil/DispositionServices/LawEnforcement.aspx>

Note 2: LESO requires that each application include the requesting agency's ORI Number and that their Agency Name and Address information match what is listed in NCIC. The 9 digit ORI and naming convention is used by LESO in the vetting process to ensure that each requesting LEA is a bona fide Law Enforcement Agency.

We have designed this certification package to ease the paperwork process, reduce duplication of effort, and to reduce common errors. Following this introduction, you will find the following elements of the Certification Package, in order:

A. Data Sheet – Enter agency specific information in the fields provided. As you enter data into this input mask, each certification form requiring that piece of information will populate automatically.

B. Certification Forms – Populated from the Input Mask.

1. The LESO Law Enforcement Agency Application for Participation.
2. The CPSPP State Plan of Operation (SPO).

Program approval allows specified personnel of the LEA (authorized screeners) to access, request, and acquire excess property through the LESO Excess Property Program.

Authorization to use the LESO Excess Property Program is valid for one year unless the Chief Executive Official of the LEA changes.

Electronic signature is authorized but not required.

When making personnel or other administrative data changes, please contact us to determine which document(s) your agency will need to submit.

California Public Safety Procurement Program (CPSPP) LESO Program Certification Package

DATA SHEET

*** Please do not include personal cell phone numbers as documents may be made available to the public.***

AGENCY INFORMATION

ORI Number	CA0196100
DoDAAC:	
Agency Name:	San Fernando Police Department
Agency Phone numbers:	MAIN: (818) 898-1267 FAX: (818) 365-7764
Physical Address:	910 First Street
City:	San Fernando
County:	Los Angeles
Sate:	CA
Zip:	91340
Number of Full-Time Compensated Officers:	26
Number of Part-Time Compensated Officers:	20

AGENCY PERSONNEL

Chief Law Enforcement Official

The Chief Law Enforcement Official is the Sheriff, Chief of Police, District Attorney, etc.

Title:	Chief Of Police
First Name:	Anthony
Last Name:	Vairo
Office Phone Number:	(818) 898-1250
Work Cell Number:	(818) 389-4260
E-mail Address:	avairo@sfcity.org

Property Accountability Officer (PAO) / Screener #1

The Property Accountability Officer position was created in California to be the main point of contact between your agency and State Coordinator's Office. This will also be screener #1. The LEA Employee assigned to this position must: 1 - be very familiar with the State Plan of Operation (SPO), 2 - be registered, able to access, and utilize the Federal Excess Property Management System (FEPMS) as needed, and 3 - provide administrative oversight of your agency's program use and LESO Program files. This person may also actively screen property.

Title:	Police Lieutenant
First Name:	Chris
Last Name:	Colelli
Office Phone Number:	(818) 898-1255
Work Cell Number:	(818) 918-8899
E-mail Address:	ccolelli@sfcity.org

Additional Screeners

Additional Screeners must be paid employees of the LEA. Screeners are selected by the agency's Chief Law Enforcement Official to search for and acquire federal excess property. In California, a minimum of two (2) screeners is required. Individual registration in the following web based applications is required by each screener in order to access and request available property.

AMPS: <https://amps.dla.mil> and RTD: <https://business.dla.mil/landing/ds.jsp>

Commodity Points of Contact (Optional*)

Each Commodity Point of Contact must be a paid employee of the LEA and listed as a screener. It is recommended that the commodity POC have comprehensive knowledge regarding the specific commodity and their LEA's use of that commodity. Individual(s) assigned to these positions must: 1 - be familiar with the State Plan of Operation (SPO) and 2 - assist the PAO as needed regarding property accountability, registration paperwork, and program compliance concerning their commodity.

California Public Safety Procurement Program (CPSPP)

LESO Program Certification Package

Please do not include personal cell phone numbers as documents may be made available to the public	
Screener #2:	Aircraft POC <input type="checkbox"/> Weapons POC <input checked="" type="checkbox"/> Vehicle POC <input checked="" type="checkbox"/>
Title:	Police Lieutenant
First Name:	Nichole
Last Name:	Hanchett
Office Phone Number:	(818) 898-1258
Work Cell Number:	(818) 403-0165
E-mail Address:	nhanchett@sfcity.org
Screener #3:	Aircraft POC <input type="checkbox"/> Weapons POC <input type="checkbox"/> Vehicle POC <input type="checkbox"/>
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	
Screener #4:	Aircraft POC <input type="checkbox"/> Weapons POC <input type="checkbox"/> Vehicle POC <input type="checkbox"/>
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	
Screener #5:	
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	
Screener #6:	
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	
Screener #7:	
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	
Screener #8:	
Title:	
First Name:	
Last Name:	
Office Phone Number:	
Work Cell Number:	
E-mail Address:	



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

**Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter**

(This form is for State/Local Law Enforcement Agencies only)

FOR LESO USE ONLY

☐ New Application

☐ Updated Application

* Indicates Required Fields

Originating Agency Identifier (ORI) Number **CA0196100**

SECTION 1:

*Agency Name: **San Fernando Police Department** Agency DODAAC (If Known) **2YTKOZ**

*Agency Physical Address: **910 First Street** *City: **San Fernando**

*State: **CA** *Zip Code: **91340** Email: **ccolelli@sfcity.org** *Phone #: **(818) 898-1255** Fax #: **(818) 365-7764**

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority:

*Full-time: **31** *Part-time: **0**

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST have at least 1 RTD Screener.**

*#1	Chief	Anthony	Vairo
	*Official Title / Rank	*First Name	*Last Name
	avairo@sfcity.org	(818) 898-1250	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#2	Lieutenant	Christian	Colelli
	*Official Title / Rank	*First Name	*Last Name
	ccolelli@sfcity.org	(818) 898-1255	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#3			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#4			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#5			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#6			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#7			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#8			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.


- *(Check only one):
- ☒ I am signing this document as the CLEO of this law enforcement agency.
- ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

BY INITIALING THE BOX BELOW, LEA's CERTIFY THEY WILL COMPLY WITH 10 U.S. CODE 2576a FOR ALL CONTROLLED EQUIPMENT.

*  Initial Here

I certify with the authorization of the relevant local governing body or authority, that my agency has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

**By signing this application, I certify under penalty of perjury that the foregoing is true and correct.
Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.**

Chief Of Police	Anthony Vairo	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
avairo@sfcity.org		07-24-2018
*EMAIL		*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: 

*LESO Authorized Signatory:



*SIGNATURE

*Screener letter is valid one year from this date



LESO Notes:



STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

CALIFORNIA

AND THE

San Fernando Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of California and the San Fernando Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State and local Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of California has designated in writing with an effective date of June 20 2016 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by a Federal Homeland Security Grant.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs for Program Compliance Reviews and to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of California is as follows:

State Coordinator (SC): Mr. Greg Schumaker

State Point of Contact (SPOC): MSG Janice Barnes

State Point of Contact (SPOC): Mr. Barret Benson

State Point of Contact (SPOC): SSG Jenny Beutler

State Point of Contact (SPOC): SSG Tyler Jacobs

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 3650 Schriever Ave. Mather, CA 95655

EMAIL / Contact Phone Numbers:

Greg.Schumaker@CalOES.ca.gov (916) 845-8710

Janice.Barnes@CALOES.CA.GOV (916) 845-8699

Jenny.Beutler@CALOES.CA.GOV (916) 845-8708

Barret.Benson@CALOES.CA.GOV (916) 845-8668

Tyler.Jacobs@CALOES.CA.GOV (916) 845-8707

Fax Number: 916-845-8314

Hours of Operation: M – F 0800 - 1500

- B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the San Fernando Police Department.
- C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.
- D. The San Fernando Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must

be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

- E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus
- 9) Riot Batons – new requests will not be authorized in California
- 10) Riot Helmets – new requests will not be authorized in California
- 11) Riot Shields – new requests will not be authorized in California

For a more information on Executive Order 13688 and the Working Group Report that outlines the rationale behind the recommendations and restrictions, the full documents can be read at <https://www.gpo.gov/fdsys/pkg/FR-2015-01-22/pdf/2015-01255.pdf> and https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf.

- F. LEAs that request items in Paragraph E 1 through 11 above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:
- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
 - 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
 - 3) The LEA's policies and protocols on deployment of this type of property;
 - 4) Certifications on required training for use of this type of property; and
 - 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

- G. The San Fernando Police Department must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.
- H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.
- I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis. Prior to preparing a cannibalization request contact your Cal OES LESO Program representative for guidance.
- J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.
- K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.
- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
 - 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State

or local law may constitute grounds to deny future participation in the LESO Program.

- L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

- A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.
- B. LEAs must request enrollment in the program by submitting a completed certification package to Cal OES. The certification package must include:
 - 1) A current copy of the SPO signed by the agency's Chief Executive Officer,
 - 2) A current copy DLA LESO application for participation that is signed by the agency's Chief Executive Officer,
 - 3) A CPSPP Law Enforcement Data Sheet.
 - 4) And any addendum to the SPO that may be required.
 - 5) LEAs must recertify in the 1033 program whenever the Chief Executive Officer changes or as required by the State.
- C. The State shall:
 - 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
 - 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
 - 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State.

LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

D. The LEA shall:

- 1) Submit a completed certification package for program enrollment and/or renewal to Cal OES for approval.
- 2) Comply with the terms, conditions, and limitations applicable to property transferred pursuant to this plan/program and comply with all other local, state, and federal laws and procedures.
- 3) LEA Screener Criteria:
 - a. Screeners must be paid employees of the agency. Screeners may be full and/or part time, sworn and/or non-sworn personnel assigned by the LEA to perform these duties. California LEAs are required to have a minimum of two (2) screeners per agency. Only two (2) authorized screeners may physically screen at any DLA Disposition Services site at one time.
 - b. The LEA must have screeners that have gained and maintain access to the federal sites and inventory systems such as DLA External Business Portal at <https://business.dla.mil/landing/ds.jsp> and the Federal Excess Property Information System (FEPMIS) at <https://fam.nwcg.gov/fam-web/> Please contact your LESO program specialist for assistance.
 - c. Volunteers or contracted employees do not qualify and cannot be assigned screeners for the LEA.
- 4) Property Accountability Officer (PAO) Criteria:
 - a. The PAO must be a paid employee of the agency. The PAO is responsible for maintaining all accountability records for property received and providing required documents and information to Cal OES for all LESO property held by the LEA.
 - b. The PAO must establish and maintain a FEPMIS account.

5) Weapons Point of Contact (WPOC) Criteria:

- a. The WPOC must be a paid employee of the LEA. Responsibilities include: ensuring
- b. 1033 weapons accountability and inventory, providing required documentation, and supplying reports and inventory information of LESO weapons as determined by Cal OES or LESO.

6) Aircraft Point of Contact (APOC) Criteria:

- a. The APOC must be a paid employee of the LEA. It is recommended that this individual has comprehensive knowledge of the agency's air operations mission, and responsibilities. This individual should be familiar with the Federal Aviation Administration (FAA) rules pertaining to the use of government aircraft. Responsibilities include providing required documentation, reports or inventories of all 1033 aviation property held by the LEA.

7) Tactical Vehicle Point of Contact (VPOC) Criteria:

- a. The TVPOC must be a paid employee of the LEA. Responsibilities includes: ensuring 1033 tactical vehicle accountability and inventory, providing required documentation, and supplying reports and inventory information of 1033 tactical vehicles as determined by Cal OES or LESO.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year. **LEAs in California must submit certified inventories by 1 December of each year.**

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E 1 through 11, small arms and other unique items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.**
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E 1 through 11, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.**
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying in FEPMIS the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.**
 - a. The State and the LESO requires each LEA to submit certified inventories for their Agency by January 31 of each year. LEAs in California must submit certified inventories by 1 December of each year. This provides the LEA two months to physically inventory LESO Program property in their possession and certify inventories in FEPMIS. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.**
 - 1. The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.**
 - 2. The LESO requires serial number photos for each small arm received through the LESO Program.**
 - 3. Photos of other general property may be required as needed.**
 - b. The LEAs failure to submit the certified annual inventory by January 31 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.**
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.**

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - 1) A review of each selected LEAs LESO Program files.
 - 2) A review of the signed State Plan of Operation (SPO).
 - 3) A review of the LEA application and screener's letter.

- 4) A physical inventory of the LESO Program property at each selected LEA.
- 5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.
- 6) A review of property accountability procedures to include the following criteria;
 - a. The proper security and storage of assets. (Secure controlled area with limited access).
 - b. Asset tracking and sign out procedures in place for LESO assets.
 - c. Prior approval of any transfer of high visibility assets.
 - d. Reporting of all lost, missing or stolen assets.
 - e. Identification of all unused property
- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site. In California, the LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

- c. The State Coordinator will verify that an LEA requesting to participate in the LESO Program is a governmental Law Enforcement Agency and not a private or contracted agency..
- 3) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 4) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

- A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.
 - 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E 1 through 11.
 - 2) The LEA must:
 - a. Enter any missing weapon information in the National Crime information Center (NCIC).
 - b. Prepare a police report.
 - c. Conduct an internal investigation to determine cause.
 - d. Submit all requested documentation to Cal OES.
 - 3) Cal OES will:
 - a. Notify LESO.
 - b. Notify LEA of suspension.
 - c. Conduct an investigation.
 - d. Prepare and submit a report to LESO.
 - 4) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
 - 5) All reports are subject to review by the DLA Office of the Inspector General (OIG).

LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

- A) All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.
- B) LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.
- C) Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two calendar years from ship date, and then may be destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years or for the life span of the property, whichever is longer.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

- A. The State Shall:
 - 1) Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
 - 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
 - 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
 - d. General Property: If an agency request more than one of any item of general property per officer, their RTD justification must be clear and convincing as to why a larger quantity is needed.
 - 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

- a. Allocation and equitable distribution will be determined on a daily basis by reviewing all requisitions submitted through the DLA External Business Portal. The current property book and number of sworn personnel in a LEA will be reviewed to ensure excessive quantities are not being requested.
- b. Accountability and responsibility concerning excess DOD personal property and inventory requirements will be verified during the annual inventory certification process.
- c. Training and education will be provided via telephone contact, e-mail conversations, webinars, and personal site visits either one on one or on a regional basis.
- d. Procedures for turn-in's and transfers are discussed on LESO's web site at <http://www.dla.mil/DispositionServices/Offers/Reutilization/LawEnforcement/TurnInTransfers.aspx>. Scheduling turn-ins is accomplished online at <http://www.dispositionservices.dla.mil> on the Schedule Property Turn In tab or from any DLA DS Site contact page "Schedule a Turn In" hyper link.
- e. California LEA's are not authorized to dispose of controlled property in any other way other than transferring to another eligible LEA or turning in to a DLA Disposition Services Site. Transfers and turn-ins of property will not be executed without the expressed approval of the State Coordinator and LESO.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security, officer support, or law enforcement mission support activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained,

to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.
- 6) DLA typically allows 14 days for allocated property to be picked up or for shipping arrangements to be made. If an LEA can't meet this timeframe, direct coordination with the Disposition Service Site must be made before the end of the 14 day period.
- 7) Once the property has been received, the LEA has 30 days to accept the receipt in FEPMIS.
- 8) Once the property is in an Active status in FEPMIS, the LEA must upload the signed DD Form 1348-1A as a document via the Modify module in FEPMIS.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an

authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

- b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the State and/or LEA. In California the LEA will bear all expenses related to the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to LESO Program property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or

amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law. The LEA must submit the notice of termination, signed by the CEO, prior to the turn in of equipment. All LESO property must then be returned. The LEA will bear all expenses related to the transportation, turn-in, transfer, disposal, repossession or other expenses related to LESO Program property.
- B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Chief Of Police Anthony Vairo

Type / Print Chief Law Enforcement Official Name



Chief Law Enforcement Official Signature

07/24/2018

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Alexander P. Meyerhoff, City Manager
Yazdan T. Emrani, P.E., Director of Public Works /City Engineer

Date: January 22, 2019

Subject: Consideration to Approve a Contract with United Maintenance Systems for Janitorial Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a contract between the City and United Maintenance Systems in the amount of \$214,200 per contract year (Attachment "A" – Contract No. 1901) for janitorial services;
- b. Authorize the City Manager to approve any non-substantial revisions to contract language;
- c. Authorize the City Manager to execute contract; and
- d. Adopt Resolution No. 7902 (Attachment "B") amending the Fiscal Year (FY) 2018-2019 adopted budget appropriating the additional Facility Maintenance Fund expenditures for the Janitorial Services agreement.

BACKGROUND:

1. On November 13, 2018, a Request for Proposals (RFP) (Attachment "C") for Janitorial Services was published on the City's website and a link to the RFP announcement was emailed to nine prospective janitorial firms.
2. On November 20, 2018 a mandatory job walk was held for janitorial firms interested in submitting proposals.
3. On December 6, 2018 (Revised RFP closing date), the City received three sealed proposals to provide janitorial services.

Consideration to Approve a Contract with United Maintenance Systems for Janitorial ServicesPage 2 of 4

4. Proposals were reviewed from December 10, 2018 through January 10, 2019, to evaluate responsiveness to the City's RFP, bidder qualifications, and to determine the lowest responsive proposal.
5. On January 10, 2019, staff concluded that United Maintenance Systems had submitted the most responsive proposal (Attachment "D") for providing janitorial services.

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, Public Works Equipment Yard Trailer)
- Park sites (Recreation Park, Las Palmas Park, Rudy Ortega Park, Pioneer Park Exterior Restrooms)

Janitorial Services Description.

The current janitorial services contract expires on January 31, 2019; the contract was extended through the end of February 2019 to provide staff additional time to complete the RFP process for a new janitorial firm, as well as provide ample time for the Police Department to conduct its background investigation for the selected firm's proposed staff. 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.

To ensure that a high standard of service is maintained, specifications for janitorial services being requested, detailed services schedules, and penalties for not meeting agreed upon scope of services are detailed in the proposed agreement. The agreement allows the City the flexibility to alter the frequency of services if ever deemed necessary. To ensure janitorial firm is meeting its contractual responsibilities, service levels will be constantly monitored by a Public Works Superintendent.

Janitorial Services that will be provided under the new agreement 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. Experience has proven that a multi-year contract is the most cost-effective means to have

Consideration to Approve a Contract with United Maintenance Systems for Janitorial Services

Page 3 of 4

janitorial services performed for both the City and the contractor.

Bid Process and Analysis.

An RFP for janitorial services was posted on the City's website and a link to RFP announcement was emailed directly to known janitorial services providers. Sealed proposals were received by 4:00 p.m. on December 6, 2018 from the three firms. The current firm declined to submit a proposal. The proposals received are summarized below:

REQUEST FOR PROPOSAL JANITORIAL SERVICES				
No.	Company Name	Address	Cost	
			Base	Alternate
1.	Commercial Cleaning Systems	840 Apollo Street., Suite 307 El Segundo, CA 90245	\$248,784.82	\$118,134.43
2.	United Maintenance Systems	3807 Wilshire Blvd., #800 Los Angeles, CA 90010	\$214,000.00	\$135,600.00
3.	ABM	1150 S. Olive Street, 19 th Floor Los Angeles, CA 90015	\$212,094.48	\$111,443.40

Proposal Evaluation.

Proposal evaluations were conducted by a committee of City staff members. Evaluation criteria included: 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 staff's initial review of the three proposals received, ABM submitted the lowest responsive proposal for both "base" and "alternate" service levels. But after further review, and follow-up with ABM, it was discovered that ABM's proposal did not include the monthly cost for providing cleaning and paper supplies. Adding the monthly cost to ABM's base cost, increased their annual fees to over \$236,000. Due to the increase to ABM's base cost for services, it has been determined that the "Base" proposal from United Maintenance Systems is the lowest responsive proposal received by the City.

Additionally, United Maintenance Systems provided the most detailed approach to how they would meet the janitorial service level being requested by the City. Reference checks conducted by City staff confirmed that United Maintenance Systems has a positive track record and has demonstrated the ability to meet all janitorial service related to current and past contractual obligations. The three references contacted by City staff were the Cities of Cypress, West Covina and Temple City.

Consideration to Approve a Contract with United Maintenance Systems for Janitorial ServicesPage 4 of 4

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 will remain neutral. Any increase related to changes in the City's established minimum "Living Wage" and/or the California Public Employees' Retirement System cost of living adjustments have already been built into United Maintenance System's fee proposal.

BUDGET IMPACT:

The City's current janitorial services agreement for janitorial services is for \$13,345 per month, totaling \$160,146 per year. The new agreement is for \$17,850 per month, totaling \$214,200 per year. This represents an annual increase of approximately \$4,505 per month, totaling \$54,060 per year. In order to fund the additional cost of services for the remaining four months of the fiscal year, a budget amendment to appropriate the additional \$18,020 is needed (Attachment "B"). The additional cost in the current year will be funded from unassigned fund balance in the Facility Maintenance Fund.

In order to fund the increased costs in future fiscal years, there will need to be an increase to the facility maintenance charges to each department, which will increase operating costs.

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 United Maintenance Services and authorize the City Manager to execute the contract for services.

ATTACHMENTS:

- A. Contract No. 1901
- B. Resolution No. 7902
- C. Request for Proposals
- D. United Maintenance System's Proposal



2019

CONTRACT SERVICES AGREEMENT
(Janitorial Services at City Owned Buildings)
United Maintenance Systems

THIS 2019 CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 22nd day of January 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and UNITED MAINTENANCE SYSTEMS (hereinafter, "CONTRACTOR"). The capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" shall refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY requires the performance of janitorial services within the meaning of Title 8 California Code of Regulations Section 16000 for various CITY facilities; and

WHEREAS, CITY issued a request for written proposals for such services dated November 18, 2018 ("RFP"); and

WHEREAS, CONTRACTOR submitted a written proposal in response to the RFP along with other proposals from other interested vendors; and

WHEREAS, CITY has determined CONTRACTOR has the requisite experience, skill and capacity to competently and responsibly performance the services contemplated herein; 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 January 22, 2019 under Agenda Item FIVE; and

WHEREAS, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal & Services Agreement for Janitorial Services at: City of San Fernando" and dated as of December 6, 2018 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of 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 CONTRACTOR nor anyone acting on CONTRACTOR'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 as of the date the Agreement has been executed by all of the Parties hereto, (hereinafter, the "Initial Term"). CITY shall have the option to extend the Agreement for a maximum of two (2), one-year extension terms subject to the same terms and conditions set forth herein. CITY shall exercise each such extension option by providing a written notice to CONTRACTOR of its desire to extend the term of the Agreement, provided such notice is delivered prior to the expiration of the Initial Term, in the case of the first extension option and prior to the expiration of the first extension term, in the case of the second option.
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONTRACTOR shall perform and complete all of the services and tasks set forth under "Exhibit A", the Scope of Work at the rates of compensation set forth in that certain compensation schedule within "Exhibit A".
- B. Subsection (A) of this Section notwithstanding, CONTRACTOR's total aggregate compensation shall not exceed the sum of TWO HUNDRED FOURTEEN THOUSAND – TWO HUNDRED (\$214,200) ("Annual Not-to-Exceed Sum") during any single calendar year during the Initial Term or any extension term without the prior consent and approval of the San Fernando City Council as evidenced by the execution of a written amendment to this Agreement.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR 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 CONTRACTOR's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONTRACTOR 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. CONTRACTOR shall not undertake nor shall CONTRACTOR 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 CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONTRACTOR 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 CONTRACTOR:** In the event CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Yazdan Emrani, Director of Public Works/City Engineer, and Rodrigo Mora, 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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR'S REPRESENTATIVE: CONTRACTOR hereby designates Jae Kim, Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR'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 CONTRACTOR's Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR's employees and agents 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 CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the

foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement 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 CONTRACTOR and under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's officers, employees, agents, contractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR 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: CONTRACTOR shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the supervision of its employees, agents, contractors and for the negligent acts and/or omissions of the same. All persons retained or employed by CONTRACTOR 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 CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.
- 2.12 FINGERPRINTING AND BACKGROUND CHECKS: All employees hired by CONTRACTOR to perform the work specified in this Agreement must satisfactorily submit to and pass a fingerprinting and background check performed by the San Fernando Police Department or such other entity designated by the CITY in its sole and absolute discretion. CONTRACTOR shall be solely responsible for the cost of all such fingerprinting and background checks,

including any and all fees and other similar charges. These results must be submitted to the CITY prior to an employee commencing work under this Agreement at city facilities. CONTRACTOR shall not assign personnel to perform under this Agreement who have not submitted to fingerprinting and the background check; whose background check results disclose information which, in the sole and absolute judgment and discretion of the CITY, make such personnel unsuitable or undesirable to have access to CITY facilities.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** As more specifically set forth below under this Article, CONTRACTOR 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 CONTRACTOR's performance of this Agreement. CONTRACTOR 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 CONTRACTOR has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 **REQUIRED COVERAGES:** CONTRACTOR 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:** CONTRACTOR 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:** CONTRACTOR 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:** CONTRACTOR 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, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONTRACTOR to stop any and all work under this Agreement or withhold any payment, which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR 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 CONTRACTOR's to failure to comply with the insurance requirements set forth under this Article.
- 3.9 **SUBCONTRACTORS INSURANCE COVERAGE:** CONTRACTOR 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 CONTRACTOR under this Article.
- 3.10 **NO LIMITATION ON LIABILITY:** CONTRACTOR's procurement of insurance shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's indemnification duties set forth under Article V of this Agreement.

FIDELITY BOND: Throughout the entire Initial Term of this Agreement and any extension term, CONTRACTOR shall obtain a fidelity bond from a surety approved by the CITY in its sole and absolute discretion and in a form approved by the CITY in its sole and absolute discretion for all employees performing work under this Agreement against theft of personal property. The fidelity bond shall be in an amount no less than Fifty Thousand Dollars (\$50,000). CONTRACTOR shall provide CITY with a copy of the bond endorsement affecting such coverage. Such bond shall either name the CITY as an insured obligee or include an endorsement naming the CITY as an additional obligee and providing for customary coverage in favor of the CITY. If the CONTRACTOR does business as an individual, such fidelity bond shall cover himself or herself also as an individual as a protection to the CITY.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY will not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article, or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONTRACTOR specifying the effective date of such termination for convenience. Upon termination for convenience, CONTRACTOR shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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 CONTRACTOR 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. If an Event of Default remains

uncured for a period of time that exceeds the following timeframes, such failure to timely cure shall constitute a breach of this Agreement:

- A. The failure of CONTRACTOR to perform janitorial services or dispatch janitorial staff at or on the dates, times and locations called for in the Scope of Work (hereinafter, the "Work Schedule") within twenty-four (24) hours of CITY's issuance of a written notice of default (hereinafter, a "Default Notice"); or
- B. The failure of CONTRACTOR to cure any other Event of Default within seven (7) calendar days of CITY's issuance of a Default Notice.

If CONTRACTOR is in breach of this Agreement, CITY may pursue any and all remedies available to it at law or in equity, including the assessment of liquidated damages as set forth under Section 5.5, below. If CONTRACTOR is in breach (whether or not such breach is caused by CONTRACTOR or CONTRACTOR's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), also 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. The issuance of a Default Notice or Breach-Termination Notice by CITY shall not operate to prohibit CITY from terminating this Agreement in the manner provided under Section 5.1, above.

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.

5.5

LIQUIDATED DAMAGE FOR FAILURE OF PERFORMANCE: CONTRACTOR shall perform all services and tasks set forth in the Scope of Work in accordance with the Performance Schedule. CONTRACTOR shall perform all such services and tasks in strict accordance with the Performance Schedule. CONTRACTOR agrees that if CONTRACTOR shall fail to perform such services and tasks in accordance with the Performance Schedule, it is understood, acknowledged and agreed that the CITY will suffer damage which may be difficult to quantify. In addition to seeking specific performance or any other remedy available to CITY in the event of an uncured Event of Default pursuant to Government Code Section 53069.85, CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars and Zero Cents (\$200.00)** per day for each and every calendar day of delay beyond the date CITY issues a Default Notice. CONTRACTOR shall also satisfy all other duties and obligations set forth in this Agreement and the Scope of Services. CONTRACTOR agrees that if CONTRACTOR shall cease to be in compliance with any other requirements of this Agreement, including the Scope of Work, it is understood, acknowledged and agreed that the CITY will suffer damage which may be difficult to quantify. In addition to seeking specific performance or any other remedy available to CITY in the event of an uncured Event of Default pursuant to Government Code Section 53069.85, CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred and Fifty Dollars and Zero Cents (\$250.00)** per day for each and every calendar day of delay beyond the date CITY issues a Default Notice for all other Events of Default. The imposition of liquidated damages by CITY shall not prohibit CITY from pursuing specific performance or any other injunctive relief nor shall it prohibit CITY from recovering reasonable attorneys fees in connection with the CITY's prosecution of the same.

5.6 DEFAULT BY CITY: If CITY shall fail to comply with any duty or obligation set forth under this Agreement, such Event of Default on the part of CITY shall be cured within thirty (30) calendar days of CONTRACTOR's issuance of a notice of default ("Contractor Default Notice"), except that any event of default arising out of CITY's failure to timely pay any undisputed sums owed to CONTRACTOR for the satisfactory performance of any services and tasks contemplated under this Agreement shall be cured within seven (7) calendar days from CONTRACTOR's issuance of a Contractor Default Notice. If CITY fails to time cure an Event of Default, CITY shall be in breach of tis Agreement. CONTRACTOR shall only be entitled to recover of sums owed to CONTRACTOR for the satisfactory performance of any services or tasks contemplated under this Agreement and reasonable attorneys fees as provided under Section 6.11 below. CONTRACTOR shall not be entitled to consequential damages.

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 CONTRACTOR 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. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in connection with the performance of this Agreement shall be held confidentially by CONTRACTOR. Such materials shall not, without the prior written consent of CITY, be used by CONTRACTOR 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 CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, photographs, 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:
- | | |
|----------------------------|-----------------------------|
| CONTRACTOR: | CITY: |
| United Maintenance Systems | City of San Fernando |
| Attn: Jae Kim | Department of Public Works |
| 3807 Wilshire Blvd. #800 | Attn: Rodrigo Mora |
| Los Angeles, CA 90010 | 117 Macneil Street |
| jkim@umsla.com | San Fernando, CA 91340 |
| Tel: (213) 739-1405 | rmora@ci.san-fernando.ca.us |
| Fax: (213) 739-1407 | 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 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:** CONTRACTOR 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 subcontractors), 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 CONTRACTORS:** CITY reserves the right to employ other CONTRACTORS in connection with the various projects worked upon by CONTRACTOR.
- 6.7 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the 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 CONTRACTOR 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 CONTRACTOR 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]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the date upon which all of the Parties have executed this Agreement.

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney**CONTRACTOR:**

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"
[SCOPE OF WORK]

ATTACHMENT “B”**RESOLUTION NO. 7902****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2018-2019 ADOPTED ON JUNE 18, 2018**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-2019, commencing July 1, 2018, and ending June 30, 2019; and

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

WHEREAS, the City’s requires additional funding for the citywide Janitorial Services Agreement; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019, a copy of which is on file in the City Clerk’s Office, was adopted on June 18, 2018.

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:

Internal Service Funds: Facility Maintenance Fund (043)

Increase in Expenditures from Fund Balance:	\$18,020
043-390-0000-4260	

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



**REQUEST FOR PROPOSALS
FOR
JANITORIAL SERVICES**

NOVEMBER 2018

**CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS
117 MACNEIL STREET
SAN FERNANDO, CA 91340-2993**

**ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE AND RECEIVED AT
SAN FERNANDO CITY HALL ON OR BEFORE MONDAY, DECEMBER 3, 2018 AT
4:00 PM WITH THE FOLLOWING NOTATION:**

**PROPOSAL FOR
JANITORIAL SERVICES
CITY OF SAN FERNANDO**

**CITY OF SAN FERNANDO
SCOPE OF SERVICES FOR PROVIDING JANITORIAL SERVICES**

Introduction

The Public Works Department is accepting proposals from qualified Firms to provide janitorial services for eight (8) 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 eight (8) 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

RFP PROCESS

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 20, 2018
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 eight (8) public facilities. Four (4) copies of Proposal: one unbound copy, two bound copies and one copy on a disc, 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 Superintendent 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"**) and submit 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 (**Attachment “C”**) outlining typical terms and content is attached to this RFP 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
- Janitorial Services Bond in the amount of \$10,000

Submittal of Proposals and Selection Process

Provide four (4) copies of the RFP: one unbound copy, two bound copies and one copy on a disk 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 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 4:00 p.m., Monday, December 3, 2018.** 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 Eight (8) 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 Firm 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 \$1,000,000 for automobile, workers compensation and property damage insurances.
6. Ability of Firm to obtain and maintain during the term of a service agreement a Janitorial Service Bond in the amount of \$10,000. Concurrently with execution of the contract, the Firm shall furnish the Janitorial Service Bond executed by a corporate surety authorized to issue surety bonds in the state and acceptable to the City. Firm shall furnish the original bond showing a commencement date no later than the effective date of the executed agreement for services and an expiration date no earlier than six (6) months after the expiration date of the agreement.
7. Compliance with the City's Living Wage Ordinance (**Attachment "A"**).
8. Proposals must be submitted on the City's Bid Sheet (**Attachment "B"**) included in this RFP.
9. Submittals of proposals that include subcontractors are prohibited. It is the City's desire to enter into an agreement with one sole Contractor.
10. **The City will receive proposals only from firms represented at the job walk to be held on Tuesday, November 20, 2018 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 Rodrigo Mora via email by **Monday, November 26, 2018** with any questions regarding this RFP:

rmora@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 Superintendent.

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, Janitorial Services Bond
- 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 to **Rodrigo Mora, Public Works Superintendent (rmora@sfcity.org)** no later than **Monday, November 26, 2018**. 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 for additional information through written communications, or interviews.

g. Discrimination

The Firm 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	November 13, 2018
Pre Proposal Job Walk	November 20, 2018
Last Day to Submit RFP Questions to City	November 26, 2018
Last Day for the City to Respond to Questions	November 28, 2018
Proposal submission deadline	December 3, 2018
City Council – Award of Contract	January 7, 2019
Contract Review and Signature By:	January 28, 2019
Start of Service Date	February 1, 2019

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

The Public Works Superintendent 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 Rodrigo Mora, Public Works Superintendent (rmora@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 and Las Palmas Park.
10. Liquidated damages of \$250 per calendar day (per incident) will be assessed for contractor's failure to perform duties as described in the bid documents.
11. 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 7x week	Between 10pm - 7am
Pioneer Park – Exterior Restrooms	828 Harding Avenue	Monday – Sunday 7x week	Between 10pm - 7am

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	—

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.

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 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. 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

Attachment A
CITY OF SAN FERNANDO
Living Wage Certification for Providers of Services to the
City of San Fernando
(Fiscal Year 2018-2019)

**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 **\$11.32 per hour with employer provided health benefits or \$12.57 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, Deputy City Manager/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 2018-2019**

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 6, 2018, as follows:

\$11.32 per hour with employer provided health benefits

\$12.57 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 any expenditure in excess of \$25,000 and has a term of at least six (6) months.

Alexander P. Meyerhoff
City Manager

Publish: September 27, 2018
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) \$11.32 per hour with health benefits, as described in paragraph (e) of this section; or (ii) \$12.57 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)

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	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		
		TOTALS:	88,155		

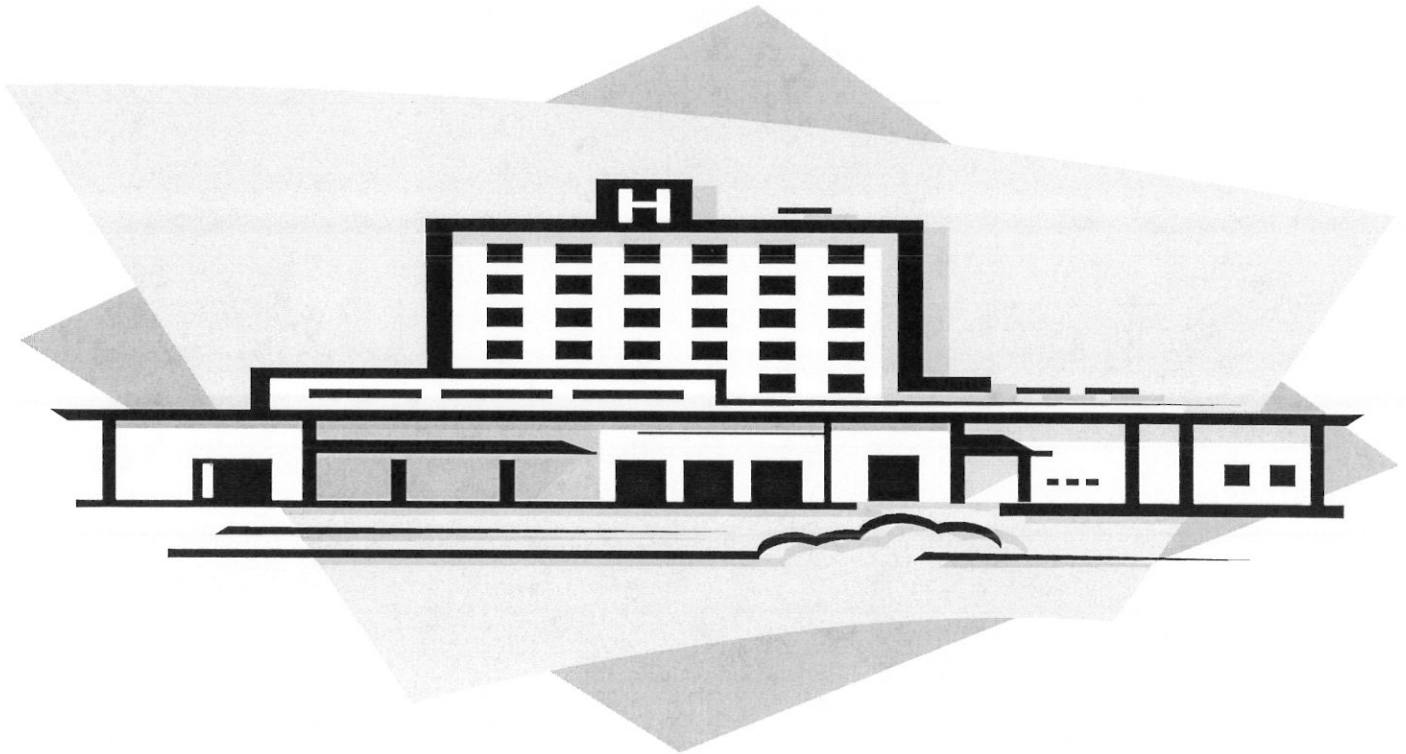
*Not Currently Open; Start Date to be determined.

**See Tasks Checklist for detail of each facility.

City of San Fernando Public Works Department RFP

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		



Proposal & Service Agreement for Janitorial Services At:

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

Submittal Date:
December 6, 2018 4:00pm



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

United Maintenance Systems would like to thank you for giving us the opportunity to introduce our company and the variety of different services we currently offer. Since 1993, United Maintenance Systems has strived to offer excellent cleaning services at unbeatable prices.

What sets our company apart from all the others is that our business is family owned and operated. Our owner has been in the janitorial business for over 25 years and has personal experiences in the field.

We will not take your account and "hand it away" to someone else and forget about it. We strive on maintaining close, personal relationships with all our clients from the start to end of a contract. Our cell phone lines are open 24-7 and you can feel free to give us a call for anything you may need.

We currently work with a variety of different large companies and we also service many high-maintenance government facilities such as the **City of Pomona, City of West Covina, City of Cypress, City of Temple City and CalState University of Los Angeles**. Therefore, we can assuredly accommodate all your cleaning needs. Please take your time, check out all of our references and give us an opportunity to service your facility.

Our offered price is valid for 90 days. If you have any questions or concerns regarding our company or this proposal, please don't hesitate to call me at (213) 739-1405. I thank you once again for sharing your time and hope that we can do business together in the near future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jae Kim".

Jae Kim
United Maintenance Systems
3807 Wilshire Blvd. #800
Los Angeles, CA 90010
T (213) 739-1405
F (213) 739-1407
C (213) 494-7470
Email: jkim@umsla.com



Company Profile

Name: United Maintenance Systems

Locations: 3807 Wilshire Blvd. #800
Los Angeles, CA 90010

Telephone Number: (213) 739-1405 - lines are open 24-7!

Fax Number: (213) 739-1407

Contact Person: Jae Kim / Manager
Cell Phone: (213) 494-7470

Office Hours: Mondays-Fridays; 8:00am-5:00pm

Size of firm: 50 - 55 Employees

UMS, Inc.
DBA: United Maintenance Systems
Incorporated by the State of California in 1993

President and CFO: Myung Ja Lee
Secretary: Ho Lee

Dun and Bradstreet Number: 809366438



Quality Control Plan

The Quality control program is an essential part of the cleaning service. All supervision and inspections are overseen and strictly enforced on a day-to-day basis by our management. We maintain incentive programs which motivate all our supervisory personnel to strive for excellence. Each supervisor oversees a limited number of accounts. This helps to maintain a high supervisor to worker ratio, which in turn, helps to alleviate most problems and lead to a cleaner building. You will find that all our supervisory personnel are dedicated employees with a strong desire to provide consistent, high quality cleaning.

Supervision

Upon award of a contract, an on-site supervisor is assigned to the building to coordinate operations. His or her responsibility includes hands-on training of new employees, daily inspections, filling out a quality check list, and general supervision. The supervisor ensures that all workers follow company regulations, instructions, and maintain their areas of responsibilities at the optimum level.

Inspection

Daily inspections are performed by the supervisor. He or she randomly selects one or two areas each night, and thoroughly inspects, grading the work on a quality check list which is turned in to the Operations Manager the next day for review. Any deficiencies found are promptly corrected, and the corrective measures taken are noted on a written report.

A complete monthly inspection is performed by the Area Manager. At the end of each month, our Area Manager goes through each floor, and randomly selects an office, restroom, kitchen, etc. for detailed inspection. Daily, weekly, monthly, semi-annual and annual assignments are checked, such as floor buffing, stripping and replenishing, carpet cleaning, high dusting, and window cleaning.

Periodically, the Operations Manager visits the work site during the day, for an inspection and overall survey of the work. At this time, an overall assessment is made, and any deficiencies or problem areas are discussed with the property manager as well as the tenants, to ensure total comprehension and thus success in satisfying the customer's needs and wants.

For all other emergency situations and requests, there is a 24-hour customer service hotline at UMS that provides access to supervisors and managers and immediate responses.



Safety Procedures

United Maintenance Systems has a medical and health authorities to suggest our crews become familiar with the safety procedures and emergence procedures, first aid. We believe that accidents can be avoidable, if not preventable. Our employees were taught from the first day of job to observe all the safety regulations and to follow instruction from co-workers. Although the law places the primary responsibility for Occupational Health and Safety on the employer, certain responsibilities are also placed on the employees to adhere to the policies and procedures set forth by the California Administrative code.

Our employees are prohibited from removing, displacing, damaging, destroying or tempering with safeguards. Also devices, notices, warning signs or any method or process adopted for employee protection is prohibited.

Safety Training

A new trainee will go through one-day safety training. The topic will cover:

1. How to read Safety Chart.
2. How to life an object safely.
3. How to use stepladder safely.
4. How to use cleaning chemical safely.

Also a new trainee will go through first aid training. The topic will cover:

1. How to call for help-911.
2. What to say.
3. What to do during bleeding, minor cut.
4. What to do during chemical or minor burn.
5. What to do during earthquake.

United Maintenance Systems' emphasis to our new and current crews to call 911 if there is an emergency or crises situations. Our supervisors carry first aid kit in their car. Also our management staffs can be reached 24 hours and 365 days at **(213) 739-1405**.



Organizational Chart

Jac Kim – Manager

A key personnel for the contract. Has ability to make decisions in regards to the contract. Deals with customer directly. Available for site walks of the facility if item is not cured in a timely manner.



Esmeralda Mazariago – Site

Supervisor Handles all custodians. Is in direct charge of placing custodians and training them to make sure they are up to date on company standards.



Lead Custodians –

Lead person in the work crew. This person is in charge of reporting to the site supervisor.



Custodian – professionally trained to perform all required tasks up to the standard .



Personnel

Jack Kim

Objective	To provide Operational skills necessary to achieve maximum correspondence between the client and the company
Experience	2004 - Current United Maintenance Systems Los Angeles, Manager <ul style="list-style-type: none"> ▪ Oversees a team of eight Operations Managers ▪ Possesses a license issued by the Carpet Cleaning Technical Institute ▪ Efficiently handles all complaints from clients ▪ Checks up on the Operations Managers to make sure that complaints are handled in a timely manner ▪ Certified by the Cleaning Institute of America as a CCT (Carpet Cleaning Technician)

Esmeralda Mazariego

Objective	To ensure that all custodians follow the basic janitorial principles.
Experience	1993 - Current United Maintenance Systems Los Angeles, Operations Manager <ul style="list-style-type: none"> ▪ Directly handles all employees of a contract. ▪ Handles all complaints from the Regional Manager, and is on-site to make sure that the complaints get handled. ▪ Possesses the power to hire, fire, or transfer employees with the consent of the Regional Manager or Contract Manager ▪ Is present at meetings with the client, to ensure that all complaints are handled.



Work Schedule and Staffing

Facility	Frequency/Days	Staffing and Hours
City Hall	4 and 5 days a week	Crew #1 ; 2 to 3 hours
PD	7 days a week	Crew #1 ; 2 to 4 hours
Public Works	3 days a week	Crew #2 ; 1.5 hours
PW Trailers	3 days a week	Crew #2 ; 1/2 hour
Recreation Park	7 days a week	Crew #2 ; 3 hours
Las Palmas Park	7 days a week	Crew #3 ; 4 hours
Rudy Ortega Park Exterior Restrooms and Tea House	7 times a week	Crew #3 ; 1 hour
Pioneer Park Exterior Restrooms	7 days a week	Crew #2 ; 1 hour

Crew #1 will consist of 2 people currently working for City Hall and P.D

Crew #2 will consist of 2 people dedicated to work for PW, Recreation Park and Pioneer Park Exterior Restrooms.

Crew #3 will consist of 2 people dedicated to work for Las Palmas and Rudy Ortega Park Restrooms and Tea House

Crew #4 is a floor and windows crew that will be dedicated to do Semi Annual Cleaning and other major cleaning related work



References

- ~~1.~~ City of Cypress - 5275 Orange Ave., Cypress, CA 90630
\$144,000.00, Larry Campos (562) 553-2355
- ~~2.~~ City of West Covina - 825 S Sunset Ave., West Covina, CA 91790
\$243,600.00 Micah Martin (626) 939-8458
- 3. Calstate LA - 5151 State University Dr. Los Angeles, CA 90032
\$ 260,400.00, Kirby Williams (323) 791-6875
- 4. City of Pomona - 505 S Garey Ave., City of Pomona, CA 91769
\$97,980.00, Matt Sampson (909) 620-2398
- ~~5.~~ City of Temple City - 9701 Las Tuna Dr., Temple City, CA 91780
\$71,400.00, Steve Lawson (626) 285-2171

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	\$2,650.00	\$31,800.00
2	Police Department (daily – 7 times/week); General Offices (daily – 5 times/week)	910 First Street	19,669	\$3,850.00	\$46,200.00
3	Public Works Operations Center (daily – 3 times/week)	120 Macneil Street	11,345	\$1,450.00	\$17,400.00
4	Public Works Equipment Yard Trailer (daily – 3 times/week)	501 First Street	1,864	\$ 200.00	\$ 2,400.00
5	Recreation Park (daily – 7 times/week)	208 Park Avenue	20,334	\$3,750.00	\$45,000.00
6	Las Palmas Park (daily – 7 times/week)	505 South Huntington	18,691	\$4,350.00	\$52,200.00
7	Rudy Ortega Park Exterior Restrooms and Tea House (daily – 7 times/week)	2025 Fourth Street	1,120	\$ 750.00	\$ 9,000.00
8	Pioneer Park Exterior Restrooms (daily – 7 times/week)	828 Harding Avenue	700	\$ 850.00	\$10,200.00
		TOTALS:	88,155	\$17,850.00	\$214,200.00

*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	\$2,650.00	\$31,800.00
2	Police Department (daily – 7 times/week); General Offices (daily – 5 times/week)	910 First Street	19,669	\$3,850.00	\$46,200.00
3	Public Works Operations Center (daily – 3 times/week)	120 Macneil Street	11,345	\$1,450.00	\$17,400.00
4	Public Works Equipment Yard Trailer (daily – 3 times/week)	501 First Street	1,864	\$ 200.00	\$ 2,400.00
5	Recreation Park (daily – 5 times/week)	208 Park Avenue	20,334	\$3,150.00	\$37,800.00

Attachment A
CITY OF SAN FERNANDO
Living Wage Certification for Providers of Services to the
City of San Fernando
(Fiscal Year 2018-2019)

**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 **\$11.32 per hour with employer provided health benefits or \$12.57 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, Deputy City Manager/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: United Maintenance Systems

Signature:  Date: 12/6/18

Printed Name: Jae Kim Title: General Manager

Service Description: Janitorial Service

**Addendum No. 1****November 30, 2018****Project: JANITORIAL SERVICES**

A. The following change to the **Request for Proposals** shall apply for this project.

1. Previously stated as:**Submittal of Proposals and Selection Process**

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 4:00 p.m., Monday, December 3, 2018**. Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

2. Changed to:**Submittal of Proposals and Selection Process**

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 4:00 p.m., Thursday, December 6, 2018**. Proposals may be mailed or delivered. Note that postmarks will not be accepted as proof of receipt. Faxed proposals will not be accepted.

Indicate the receipt of Addendum 1. **FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE**

Joe Kim [Signature] 12/6/18

Approved by:

[Signature]

Yazdan T. Emrani, P.E.
Director of Public Works/City Engineer

11/30/18
Date



Request for Information

November 30, 2018

Project: JANITORIAL SERVICES

1. Can we submit a cost proposal for every year the contract is awarded? (meaning can we submit a cost proposal for year 2019, a second one for 2020 and a third one for 2021. This way we can calculate the living wage increase yearly and provide the city a more competitive quote.)
 - No. Total cost during the initial term of the agreement and the 2 additional one (1) year extensions, for both the "full and reduced" level of service, must be in one quote; **one quote for full service and one for reduced service**. If an escalation in cost for providing services is expected any time during the term of the contract, please attach to your quote a COST BREAKDOWN depicting total cost of service for each year of contract.
2. Can you provide us with the living wage increases planned for the next three years?
 - In **2019** it will rise to \$12 an hour
 - In **2020** it will be \$13 an hour
 - In **2021** it will increase to \$14 an hour
3. What is the current rate you are paying?
 - Rate was provided during the mandatory job-walk
4. City Hall and PD cleaning crew is obviously working more than 4 hours a day. I think there should be an addendum addressing their hours. 2 hours is obviously not enough to clean the PD especially with two people.
 - Proposers should submit their estimates based on both the "Full Service Schedule" and the "Reduced Service Schedule" as identified in the RFP.
5. Wage increase is happening twice a year until 2020. The current living wage will be outdated by July of 2019. How would we give pricing for the next year and then on until 2020?
 - See answer to question 2

6. Please provide us with employee and visitor counts per building. It will also help if you could show us how much you used to pay for consumable supplies when you did janitorial in-house.

- PD - 25
- City HALL - 30
- 120 MACNEIL - 15
- YARD TRAILER - 15
- RECREATION PARK - 15
- LAS PALMAS - 15

Do not have average number of visitors per day for locations.

7. In order to better estimate your consumables usage, would you please provide us with either (or both)?

- A breakdown of the average number of visitors and employees per day at each location.
 - See answer to question 6
- What you are currently paying for consumables (average monthly cost)
 - Proposers should make a reasonable estimate and factor into their proposal.

8. Who is your current janitorial provider?

- Golden Touch

9. What is your current total monthly cost?

- See answer to question 3

10. Regarding liquidated damages of \$250 per calendar day (per incident), can you please tell us the amount charged to Firm in 2018?

- The City has revised the liquidated damages policy for the upcoming janitorial services contract. The amount charged to previous firm during the current calendar year has no relevancy. But as stated during mandatory job-walk, the firm providing janitorial services to the City will be monitored closely to make sure they are providing agreed upon contractual services.

11. Is there a breakdown of the SQFT of carpet and tile or VCT flooring for each building?

- No, however a breakdown of square footage for each facility is provided in the RFP.

12. Is there a breakdown of the SQFT of carpet and tile or VCT flooring for each building?
- No, however a breakdown of square footage for each facility is provided in the RFP.
13. In regards to the paper products, would the city be okay with rebilling after usage? (We currently use this method with other cities; clients and it keeps cost down and is effective in maintaining usage levels).
- No
14. Would the city provide recent invoices (last 12 months) for the paper usage spent? (that way we will have the usage for the whole year).
- No
15. Would the city be okay signing a form that states we can only order from the current supplier (Royal) in order to maintain the cities' relationship with them?
- No

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: January 22, 2019

Subject: Review of City Council Priorities

RECOMMENDATION:

It is recommended that the City Council review and discuss current City Council priorities.

BACKGROUND:

1. As part of the budget development process each year, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year (Attachment "A").
2. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
3. The City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time.
4. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within City-wide Strategic Goals, but provide a more specific focus for the upcoming year.
5. On April 2, 2018, the City Council reviewed the proposed Strategic Goals and City Council Priorities for Fiscal Year (FY) 2018-2019 (Attachment "B").
6. During the discussion, Councilmember Fajardo requested staff follow-up with each Councilmember regarding priorities that were not included on the list provided by staff during the meeting and re-agendize the discussion at the following meeting.
7. On April 16, 2018, the City Council reviewed the proposed Strategic Goals and City Council Priorities for FY 2018-2019 and revisited priorities provided by Councilmembers pursuant to direction received on April 2nd (Attachment "C"). The City Council directed staff to update the priorities with an estimated timeline for completion and agendize for future discussion.

Review of City Council PrioritiesPage 2 of 2

ANALYSIS:

The status for each priority has been updated and an estimated timeline for completion has been added. Many of the priorities have been included in the FY 2018-2019 department work programs, which means staff resources have been allocated to move the priority toward completion. Priorities that have been included in the FY 2018-2019 department work program are recommended to be removed from the priority list as they are tracked and updated through the annual budget process.

Some of the priorities are ongoing long-term goals, such as continuing to stabilize the City's finances and attracting new businesses. Long-term priorities are recommended to be removed from the priority list and included as a Citywide Strategic Goal to reflect the long-term nature of the priority.

It is important to note that many of the items on the City Council Priority list are projects, programs, reports, studies and planning efforts that can only be completed by professional staff with a certain level of experience and expertise, or through a professional services contract with a consultant. Due to the City's significant financial constraints, staff has been trying to address as many Council Priorities as possible using in-house resources. However, the City has a very limited number of professional/management staff and engaging consultants can be extremely costly. In most cases, consultant costs have not been built into the FY 2018-2019 Budget or the five-year General Fund budget projection. While reviewing current priorities and considering the addition of new priorities, please keep in mind the City's financial and staff resource constraints.

BUDGET IMPACT:

There is minimal fiscal impact associated with discussing City Council priorities. Should the City Council propose additional priorities, staff will determine the financial impact and provide that information to City Council at a Budget Study session for final direction prior to budget adoption.

CONCLUSION:

The City Council Priorities will assist the City Manager with developing department work plans for the FY 2019-2020 budget.

ATTACHMENTS:

- A. Citywide Strategic Goals
- B. City Council Priority Status – Fiscal Year 2018-2019
- C. Revisited priorities provided on April 16, 2018



STRATEGIC GOALS

**CITY-WIDE STRATEGIC GOALS
FISCAL YEAR 2018-2019**

City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. They provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives. The Strategic Goals guiding the development of the Fiscal Year 2018-2019 budget are:

1. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and preserving reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.
2. Ensure regional rail projects servicing San Fernando do not create an undue hardship to the City's residents and businesses.
3. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.
4. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.
5. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.
6. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.
7. Pursue grant funding that addresses a need and provides a net benefit to the City.
8. Continue to review and update the City's policies and procedures.
9. Explore opportunities for community and cultural programs.
10. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.

ATTACHMENT “B”



CITY COUNCIL PRIORITIES

**Status Review of Prior and Current Year City Council Priorities
Fiscal Year 2013-2014 through 2017-2018**

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
1. Work to establish a Property-based Business Improvement District (PBID) .	Included in FY 2018-2019 Department Work Program (City Manager/Community Development) . Staff has met with Downtown Mall Association on a number of occasions to move forward the PBID process.	Work toward implementation by June 2021.	2013-2014
2. Study and understand all aspects of the City’s pension system , including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.	Included in FY 2018-2019 Department Work Program (Finance) . A study session on the City’s pension system and retiree health benefits, including cost projections and recommended funding strategies, was provided to City Council on August 20, 2018. Per City Council direction, staff is working toward securing an independent fiscal advisor.	Study session completed. Fiscal advisor on track to be under contract by June 2019.	2013-2014
3. Study the City’s strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses . This analysis should incorporate a “cost of doing business” review.	Included in FY 2018-2019 Department Work Program (City Manager/Community Development) . The City awarded a contract to Kosmont Companies to evaluate city-owned development sites and prepare an economic development strategy.	A City Council Study Session on economic development led by Kosmont Companies is anticipated in February 2019.	2014-2015

Status Review of Prior and Current City Council Priorities

Page 2 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
4. Heritage (Rudy Ortega Sr.) Park – evaluate best usage for the park.	Included in FY 2018-2019 Department Work Program (Recreation & Community Services). The City has an MOU with the Tataviam Tribe for their use of the park. Staff has been in discussions with the Tataviam Tribe on a number of possible uses at the Park.	Ongoing.	2014-2015
5. Energy Efficiency: 1) HERO and PACE programs; 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors.	1) COMPLETE: During FY 15/16 the City entered into a Professional Services Agreement with Neighborhood Housing Services, implemented the HERO Program, and adopted Urgency Ordinance for Expedited Permitting of Small Residential Rooftop Solar Systems (Urgency Ordinance No. U-1644). 2) Included in FY 2018-2019 Department Work Program (Public Works). Staff is working to develop an RFP to solicit energy efficiency/savings proposals.	RFP will be released by June 2019. Award of contract anticipated in summer 2019.	2014-2015

Status Review of Prior and Current City Council Priorities

Page 3 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
6. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and establish reserve balances in a number of critical funds, including but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.	Remove from Priorities. Moved to Citywide Strategic Goal. City Council has implemented a deficit reduction plan and developed a five-year financial forecast, discussed a deficit reduction plan. Staff will continue to work with City Council to implement the Plan.	Ongoing	2015-2016
7. Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.	Included in FY 2018-2019 Department Work Program (All Departments). The City has updated the Purchasing Ordinance and has brought all contracts in compliance with the procurement guidelines.	Ongoing. RFPs to be completed in FY 18-19 include IT services, citywide copier services, janitorial services	2015-2016
8. Pursue catalytic projects for the downtown/mall area.	CONSOLIDATED WITH GOAL/PRIORITY #3	See goal/priority #3.	2015-2016
9. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement process.	CONSOLIDATED WITH GOAL/PRIORITY #3. Also upgrading permitting software to significantly increase permitting efficiency.	See goal/priority #3.	2015-2016

Status Review of Prior and Current City Council Priorities

Page 4 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
10. Explore the opportunity for a farmers' market.	Included in FY 2018-2019 Department Work Program (Recreation & Community Services). Staff met with the Mall Association who is very interested in hosting a Mall sponsored farmers market in the Mall area. Staff is discussing feasibility with a farmers' market operator.	Targeting holding a farmers' market in the Mall during spring 2019.	2015-2016
11. Evaluate the City's minimum wage and living wage ordinances.	Included in FY 2018-2019 Department Work Program (Attorney/Finance). On August 6, 2018, the City Attorney and Finance Department gave a presentation on the California and local minimum wage environment. City Council directed staff to conduct outreach and provide updated data.	Second report to City Council by June 2019	2015-2016
12. Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.	Included in FY 2018-2019 Department Work Program (Public Works). The City continues to work closely with Metro on the ESFVTC San Fernando Station, as well as Bus Rapid Transit options in the Valley.	Ongoing	2015-2016
13. Increase capital expenditures to address critical infrastructure needs, including but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.	Remove from Priorities. Moved to Citywide Strategic Goal. Staff developed a Capital Improvement Program and has included a separate CIP plan as part of the budget since FY 16-17.	Ongoing	2015-2016

Status Review of Prior and Current City Council Priorities

Page 5 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
14. Evaluate policy for neighborhoods to petition for the installation of speed humps .	The City completed speed humps and other traffic calming measures near Vista Del Valle elementary school and is moving forward with speed humps in sections of the alley between Truman and San Fernando. The City has a speed hump policy. Updating the policy may require assistance from a consultant. No funds were included in the FY 2018-2019 budget for this effort.	Fiscal Year 2019-2020	2015-2016
15. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.	Remove from Priorities. Moved to Citywide Strategic Goal. The City has updated the network servers and operating software over the last few years. All PCs operating on Microsoft XP have been retired and replaced. In FY 18-19, the City has upgraded the network firewall, backup system, and permitting software.	Ongoing	2015-2016
16. Continue to review and update the City's policies and procedures .	Remove from Priorities. Moved to Citywide Strategic Goal. The City has updated the Budget, Financial, and Purchasing policies. The City Clerk's office completed an update of the City's Records Retention Policy. The Personnel Division is updating the City Personnel Rules, as well as Standard Management Policies and Procedures, which have been outdated for some years.	Ongoing. Update of Personnel rules to be complete by June 2019.	2015-2016

Status Review of Prior and Current City Council Priorities

Page 6 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
17. Explore opportunities for community and cultural programs.	Remove from Priorities. Moved to Citywide Strategic Goal. The Recreation and Community Services Department has expanded regular programming to include eight (8) JAM sessions, Dia de los Muertos, Eggstravaganza, Holiday Tree lighting, 5K Relay, cultural movies at the Lopez Adobe, etc.	Ongoing.	2015-2016
18. Veteran's appreciation event.	Included in FY 2018-2019 Department Work Program (Recreation & Community Services). City Council created a Veteran's Appreciation Event Ad Hoc (Gonzales, Soto). Staff has been working with the Ad Hoc and 2 local veteran groups to plan alternate forms of recognition.	Ongoing.	2015-2016
19. Community Garden.	Included in FY 2018-2019 Department Work Program (Recreation & Community Services). Staff has discussed a community garden with a local community group. An initial survey of City land shows that there is not sufficient space suitable for a full community garden. Staff may look at smaller alternatives or discuss as part of future private development.	Ongoing.	2015-2016

Status Review of Prior and Current City Council Priorities

Page 7 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
20. Increase water conservation efforts , including but not limited to, community outreach and implementation of water conservation programs.	Remove from Priorities. Moved to Citywide Strategic Goal. In May 2015, the City Council implemented Phase II water conservation efforts including new city parkway turf replacement guidelines; City has reduced exterior watering at City facilities; City continues to follow State water conservation mandates while promoting MWD rebate programs for low-flow toilets and showerheads, and turf replacement programs; City has completed construction of a drought tolerant median landscaping project on Brand Boulevard to help save water.	Remove as Priority. This is also a Citywide Goal.	2015-2016
21. Develop Economic Development Strategy.	CONSOLIDATED WITH GOAL/PRIORITY #3	See goal/priority #3.	2016-2017
22. Create and implement a Rent Control Program.	On-hold. On July 18, 2016, staff presented City Council with a number of options for a rent control regulatory options. Council gave direction to draft residential rent increase dispute resolution regulations similar to those in place in Fremont, CA. The CD Director had been working with the City Attorney prior to separation. This was put on-hold due to staff shortage.	No additional action has been taken. If directed, staff can include in FY 2019-2020 Work Program for Community Development.	2016-2017

Status Review of Prior and Current City Council Priorities

Page 8 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
23. Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.	Included in FY 2018-2019 Department Work Program (Public Works). The City has information on vehicle replacements, tree trimming maintenance, street light replacements, sewer/water main replacement and street pavement. This will be consolidated and included in the FY 2019-2020 budget discussions.	To be discussed during FY 2019-2020 budget study sessions.	2016-2017
24. Evaluation of traffic flow and parking in the Civic Center Area.	Complete. Parking around City Hall was re-assigned to create more public parking and meters in the Civic Center area have been upgraded to smart meters to improve parking controls	Completed in December 2018.	2016-2017
25. Explore possibility of building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on 1st Street to the Downtown Area.	Staff will discuss this with Metro as part of the East San Fernando Valley Transit Corridor light rail construction project.	To be discussed with Metro.	2016-2017

Status Review of Prior and Current City Council Priorities

Page 9 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
26. Implementation of the Neighborhood Preservation and Revitalization Program.	Included in FY 2018-2019 Department Work Program (Community Development). City Council created a Code Enforcement Ad Hoc Committee (Fajardo, Lopez) to discuss additional enforcement activity to ensure property in town is adequately maintained. Staff is also exploring an incentive program to assist property owners with revitalizing their property.	Ongoing. Staff continues to work with the Ad Hoc Committee regarding the City's level of code enforcement. Staff is preparing to issue a RFP for administrative services to assist with code enforcement citations in January 2019.	2016-2017
27. Create and implement a motorcycle officer traffic enforcement program in the Police Department.	Included in FY 2018-2019 Department Work Program (Police). The Police Department has created a traffic program to enhance traffic enforcement citywide and upgraded 2 parking enforcement officers from part-time to full-time to increase parking enforcement citywide.	Ongoing.	2016-2017
28. No new priorities were added during budget process. City Council directed staff to focus on core mission items and completing existing priorities.	All vacant Department Head positions have been filled with permanent appointees.		2017-2018



CITY COUNCIL PRIORITIES

Priorities Revisited on April 16, 2018:

1. Implementing LGBT initiatives from 2013/2014.
2. Google fiber / fiber-optic broadband for businesses and residents.
3. Updated list of deferred maintenance / streets master plan with timeline to pay for repairs.
4. Event for seniors to teach them how to use Facebook.
5. List of the number of liquor licenses in the city, and a chart showing increases over the years.
6. Video record City Council meetings.
7. "Open house" day for City Hall for students to visit.
8. Parking permit system.
9. Automatic recount of elections if results are close (Considered by City Council on 6/18/2018 with no direction to proceed).
10. Development round table.
11. Clergy Council/community event on National Day of Prayer.
12. Spreadsheet for contracts.
13. Social media policy/policy for passwords.
14. Down-payment assistance for home buyers akin to City of LA's LIPA/MIPA.
15. Explore local Fire Station/substation in San Fernando (Ad Hoc Committee formed on 6/4/2018 and met on 8/14/2018. No further direction given).