



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
FEBRUARY 4, 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 Personnel Manager Michael Okafor

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) PRESENTATION BY METRO ON THE NORTH SAN FERNANDO VALLEY BUS RAPID TRANSIT PROJECT  
Karen Swift, Los Angeles Metro Community Relations Manager
- b) PRESENTATION REGARDING “THE ROAD TO 2020”  
Jesse Gonzalez and MaryCarmen Moran, Partnership Specialists, U.S. Census Bureau
- c) PRESENTATION ON MACLAY FAMILY HISTORY  
Jeanette-Marie Bassi and Bruce Gipson

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**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. 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 22, 2019 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-021 approving the Warrant Register.

- 3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE WILLDAN ENGINEERING PROFESSIONAL SERVICES AGREEMENT FOR THE SAN FERNANDO TRAFFIC SIGNAL IMPROVEMENT PROJECT**

Recommend that the City Council:



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- a. Approve a first Amendment to the Willdan Engineering Professional Services Agreement (Contract No. 1893(a)) for design services related to the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project; and
- b. Authorize the City Manager, or designee, to execute all related documents.

**4) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATION TO THE HEALTHY FOOD FINANCING INITIATIVE PROGRAM TO FUND THE ESTABLISHMENT AND OPERATION OF A FARMERS MARKET**

Recommend that the City Council:

- a. Authorize the preparation and submittal of a grant application to the Healthy Food Financing Initiative Grant in the amount of \$250,000 to fund the establishment and operation of a Farmers Market in the City of San Fernando;
- b. Authorize the City Manager or designee to accept the grant, if awarded;
- c. Authorize the City Manager or designee to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds and approve a \$20,000 budget enhancement for Fiscal Year 2019-2020.

**5) CONSIDERATION TO APPROVE FISCAL YEAR 2019-2020 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER'S REPORT**

Recommend that the City Council:

- a. Adopt Resolution No. 7903 initiating the proceedings for the Fiscal Year 2019-2020 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report.

**6) CONSIDERATION TO APPROVE A MEMORANDUM OF AGREEMENT FOR THE SAN FERNANDO CALLES VERDES PROJECT**

Recommend that the City Council:

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- c. Approve the Memorandum of Agreement (MOA) with TreePeople, Incorporated (Contract No. 1904) for the San Fernando Calles Verdes Project; and
- d. Authorize the City Manager or his designee to execute the MOA.

**ADMINISTRATIVE REPORT****7) UPDATE REGARDING THE WILD HORSE CHILDREN'S FOUNDATION PARTNERSHIP**

Recommend that the City Council receive and file the update regarding the Wild Horse Children's Foundation partnership.

**8) CONSIDERATION TO APPROVE A SOCIAL MEDIA POLICY**

Recommend that the City Council approve a Social Media Policy.

**9) DISCUSSION REGARDING A SOCIAL MEDIA POLICY AND ANY CONTRACTS OR REQUESTS FOR PROPOSALS RELATED TO INFORMATION TECHNOLOGY SERVICES**

This item is placed on the agenda by Vice Mayor Sylvia Ballin.

**10) DISCUSSION OF MEETINGS WITH POLICE DEPARTMENT PERSONNEL TO DISCUSS DEPARTMENT MATTERS AND RECRUITMENT**

This item is placed on the agenda by Vice Mayor Sylvia Ballin and Mayor Joel Fajardo.

**11) DISCUSSION AND PROCEDURE FOR REVIEW OF STATEMENTS OF ECONOMIC INTERESTS (FORM 700)**

This item is placed on the agenda by Mayor Joel Fajardo.

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

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*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 31, 2019 (4:30 p.m.)*

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*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](http://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](http://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.*

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JANUARY 22, 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 5:03 p.m.

Present:

Council: Mayor Joel Fajardo, Councilmembers Antonio Lopez and Hector A. Pacheco, and Robert C. Gonzales (arrived at 5:11 p.m.)

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Intern Cynthia Alba

Absent: Vice Mayor Sylvia Ballin

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

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

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

**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Deputy City Manager/Director of Finance Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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SPECIAL MEETING MINUTES – January 22, 2019**

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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) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property:	City owned parcel at Assessor Parcel Number 2521-034-901 City of San Fernando
Agency Negotiator:	City Manager Alexander P. Meyerhoff Director of Community Development Timothy Hou City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Thomas Folan, Senior Project Developer Tesla, Inc.
Under Negotiation:	Price and Terms of Payment as it Relates to Leasing of Real Property

**RECONVENE /REPORT OUT FROM CLOSED SESSION (5:58 P.M.)**

Assistant City Attorney Padilla reported the following:

Items A & B – Updates were provided to the City Council but no final action was taken.

**ADJOURNMENT (6:00 P.M.)**

Motion by Councilmember Lopez, seconded by Councilmember Pacheco, 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 22, 2019, meeting as approved by the San Fernando City Council.*

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*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:** February 4, 2019

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-021 (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. 19-021

**ATTACHMENT "A"****RESOLUTION NO. 19-021****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-021****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 4<sup>th</sup> day of February, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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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 4<sup>th</sup> day of February, 2019, by the following vote to it:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page: 1	
01/29/2019 1:14:43PM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
213159	2/4/2019	891587 ABLE MAILING INC.	29282	11802	MAILING & FULFILLMENT SERVICESJA		
				11802	072-360-0000-4300	107.36	
					070-382-0000-4300	107.36	
			29283		WATER ENVELOPE STORAGE-DEC 201		
					070-382-0000-4300	12.50	
					072-360-0000-4300	12.50	
					Total :	239.72	
213160	2/4/2019	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-1018	11718	OCT-WASTEWATER FLOW MONITORIN	1,615.05	
			22291.22-1118	11718	NOV-WASTEWATER FLOW MONITORIN	935.00	
					072-360-0000-4260		
					Total :	2,550.05	
213161	2/4/2019	888356 ADVANCED AUTO REPAIR	1314	11919	VEHICLE REPAIRS AND BODY WORK C	21,886.79	
			1322	11838	VEHICLE MAINT., REPAIRS AND BODY '	548.12	
				11838	041-320-0225-4400		
			1324	11838	VEHICLE MAINT., REPAIRS AND BODY '	70.50	
					072-360-0000-4400		
					Total :	22,505.41	
213162	2/4/2019	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0219		DRINKING WATER		
					001-222-0000-4300	101.82	
					Total :	101.82	
213163	2/4/2019	890006 AGUIRRE, PETER	TRAVEL		PER DIEM-POST SBSLI CLASS 418 IN C	165.00	
					001-225-0000-4370		
					Total :	165.00	
213164	2/4/2019	100098 AIRGAS SAFETY	9083869554		SAFETY GLOVES & GLASSES	493.97	
					001-311-0000-4300		
					Total :	493.97	
213165	2/4/2019	889043 ALADIN JUMPERS	2771		EVENT RENTALS	1,310.50	
					001-424-0000-4260		

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01/29/2019 1:14:43PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
213165	2/4/2019	889043 889043 ALADIN JUMPERS	(Continued)			Total :	1,310.50	
213166	2/4/2019	887695 AL'S KUBOTA TRACTOR	137581		PTO COVER & BLADES-PK1169			
					041-320-0390-4400	228.07		
					Total :	228.07		
213167	2/4/2019	888707 ASCAP	500623477		MUSIC LICENSE FEE			
					001-424-0000-4260	358.75		
					Total :	358.75		
213168	2/4/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-JAN'19			
					001-222-0000-4220	226.77		
					Total :	226.77		
213169	2/4/2019	889037 AT&T MOBILITY	287277903027X0108201		MODEM FOR ELECTRONIC MESSAGE			
					001-310-0000-4220	138.89		
					Total :	138.89		
213170	2/4/2019	889942 ATHENS SERVICES	6134717	11839	STREET SWEEPING SERVICES-JAN 20			
				11839	011-311-0000-4260	12,249.34		
					001-343-0000-4260	2,299.96		
					Total :	14,549.30		
213171	2/4/2019	890546 BARAJAS, CRYSTAL	DEC 2018		MMAP MENTOR INSTRUCTOR			
					109-424-3614-4260	136.00		
					Total :	136.00		
213172	2/4/2019	888443 BAVCO	886077		CITY BACKFLOW PARTS & REPL			
					070-383-0000-4300	1,391.39		
					Total :	1,391.39		
213173	2/4/2019	892426 BEARCOM	4772218	11807	COMPUTER MAINTENANCE CONTRAC			
					001-135-0000-4260	7,388.55		
					Total :	7,388.55		
213174	2/4/2019	888600 BEHAVIORAL ANALYSIS	IV01566		RGSTR-POST COURSE-INTERVIEWING			
			IV01567		001-225-0000-4360	138.00		
					RGSTR-POST COURSE-INTERVIEWING			

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213174	2/4/2019	888600 BEHAVIORAL ANALYSIS	(Continued)		001-225-0000-4360	138.00
			IV01568		RGSTR-POST COURSE-INTERVIEWING	
			IV01569		001-225-0000-4360	138.00
					RGSTR-POST COURSE-INTERVIEWING	
					001-225-0000-4360	138.00
					<b>Total :</b>	<b>552.00</b>
213175	2/4/2019	892013 BERNSTEIN, DIANA	JAN 2019		ALL ABILITIES ART CLASS INSTRUCTO	
					017-420-1343-4260	200.00
					<b>Total :</b>	<b>200.00</b>
213176	2/4/2019	892824 BLACK & WHITE	2746	11855	EQUIP PURCH & INSTALLATION IN NEV	
					041-225-0000-4500	9,266.51
					<b>Total :</b>	<b>9,266.51</b>
213177	2/4/2019	892865 BLUE360 MEDIA LLC	INV-40527		CA PENAL & VEHICLE CODE BOOKS	
					001-222-0000-4300	577.22
					<b>Total :</b>	<b>577.22</b>
213178	2/4/2019	890684 BROADLUX INC	BR112548-02		PO#11792 - FUEL MANAGEMENT SYST	
					074-320-0000-4430	389.69
					<b>Total :</b>	<b>389.69</b>
213179	2/4/2019	888800 BUSINESS CARD	010219		POSTS BOOSTS	
			010719		001-105-0000-4270	157.98
			011519		VOLUNTEER GIFT SUPPLIES	
			011619		004-2346	101.85
			011719		DESK DRAWER ORGANIZER	
			011719		001-222-0000-4300	43.99
			011719		ANNUAL SUBSCRIPTION	
			011719		001-105-0000-4270	119.88
			011719		PROCLAMATION/CERT FRAMES	
			011719		001-101-0000-4300	105.12
			011719		ICA CONFERENCE REGISTRATION FEE	
			011719		001-101-0109-4370	500.00
			011719		001-101-0111-4370	500.00

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213179	2/4/2019	888800 BUSINESS CARD	(Continued)		LP SENIOR CLUB DAY TRIP DEP	
			012119		004-2383	150.00
			012119		MEMBERSHIP RENEWAL	
			012219		070-381-0000-4370	165.00
			012219		001-310-0000-4370	165.00
			012219		CITY COUNCIL BUS TRIP-12/15/18	
			012219		007-440-0443-4260	867.33
			012219		SUPPLIES FOR ART CLASS	
			012219		017-420-1343-4300	35.67
			120718		STORAGE BOXES	
			122418		001-422-0000-4300	116.10
			122718		CABLES PROTECTION PLAN	
			123118		001-222-0000-4300	1.02
			123118		BATTERY CHARGER REPLACEMENT	
			123118		029-335-0000-4300	107.94
			123118		LATE CHARGE	
			123118		001-190-0000-4435	49.00
			123118		FINANCE CHARGE	
			123118		001-190-0000-4435	129.29
					<b>Total :</b>	<b>3,315.17</b>
213180	2/4/2019	888800 BUSINESS CARD	010819		DINNER-CC SPECIAL MTG ON 01/07/19	
			010919		001-101-0000-4300	58.10
			011019		DINNER-CC SPECIAL MTG ON 01/07/19	
			011419		001-101-0000-4300	38.16
			011719		ANNUAL SUBSCRIPTION-CLOUD BASE	
			011719		001-105-0000-4270	42.49
			011719		LODGING-CSMFO CONF IN PALMS SPF	
			011719		001-130-0000-4370	556.98
			011719		DEP-SENIOR TRIP TRANSPORTATION	
			011719		004-2383	350.00
					<b>Total :</b>	<b>1,045.73</b>
213181	2/4/2019	888800 BUSINESS CARD	010919		SUPPLIES	
			010919		001-222-0000-4300	277.80
			010919		SUPPLIES	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213181	2/4/2019	888800 BUSINESS CARD	(Continued)			
			122118		001-222-0000-4300 AIRFARE-POST SBSLI CLASS 418	341.68
			123118		001-225-0000-4370 SUPPLIES	131.96
					001-222-0000-4300	226.20
					<b>Total :</b>	<b>977.64</b>
213182	2/4/2019	887810 CALGROVE RENTALS, INC.	97051-1		PUMP RENTAL 070-383-0000-4260	40.54
					<b>Total :</b>	<b>40.54</b>
213183	2/4/2019	100566 CALIFORNIA PUBLIC SAFETY RADIO	NONPO		PINS- 911 DISPATCHER WEEK 001-222-0000-4300	80.00
					<b>Total :</b>	<b>80.00</b>
213184	2/4/2019	892464 CANON FINANCIAL SERVICES, INC	19661371	11827	CANON COPIERS LEASE PAYMENT-JAI 001-135-0000-4260	649.93
					<b>Total :</b>	<b>649.93</b>
213185	2/4/2019	892465 CANON SOLUTIONS AMERICA, INC.	4028079586	11828	COPIER MONTHLY RATES AND OVERA 001-135-0000-4260	1,062.72
			4028099240	11817	SRO PRINTER MAINT. & COPIES-10/05- 001-135-0000-4260	257.49
					<b>Total :</b>	<b>1,320.21</b>
213186	2/4/2019	100472 CCAC	1083		CITY CLERK ASSOCIATES MEMBERSH 001-115-0000-4380	55.00
			348		CITY CLERK ASSOC MEMEBRSHIP DUI 001-115-0000-4380	130.00
					<b>Total :</b>	<b>185.00</b>
213187	2/4/2019	888296 CHIEF SUPPLY CORPORATION	149214		HELMET BAGS 010-220-3622-4500	1,084.94
					<b>Total :</b>	<b>1,084.94</b>
213188	2/4/2019	101957 CITY OF LOS ANGELES	38SF190000008		FIRE SERVICES-FEB 2019 001-500-0000-4260	202,443.35
						Page: 5

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213188	2/4/2019	101957 101957 CITY OF LOS ANGELES	(Continued)			
					<b>Total :</b>	<b>202,443.35</b>
213189	2/4/2019	103029 CITY OF SAN FERNANDO	1436-1470		REIMB TO WORKER'S COMP ACCT 006-1038	11,099.22
					<b>Total :</b>	<b>11,099.22</b>
213190	2/4/2019	100805 COOPER HARDWARE INC.	114502	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	8.73
			114518	11872	MISCELLANEOUS SUPPLIES 001-370-0301-4300	8.73
					<b>Total :</b>	<b>17.46</b>
213191	2/4/2019	892687 CORE & MAIN LP	J785969	11842	WATER & FIRE SERVICE MATERIALS 070-383-0301-4300	343.20
			J897211	11842	WATER & FIRE SERVICE MATERIALS 070-383-0301-4300	3,497.28
					<b>Total :</b>	<b>3,840.48</b>
213192	2/4/2019	100910 DE SANTIAGO, MICHELLE	REIMB.		COMMUNICATING W/PROFESSIONALIS 001-150-0000-4360	42.03
					<b>Total :</b>	<b>42.03</b>
213193	2/4/2019	891425 DIAZ, MARISOL	REIMB.		VOLUNTEER BREAKFAST 004-2346	253.29
					<b>Total :</b>	<b>253.29</b>
213194	2/4/2019	892872 DOUMANIAN & ASSOCIATES	28658		LEGAL SERVICES 001-112-0000-4270	1,637.50
			28689		LEGAL SERVICES 001-112-0000-4270	850.00
					<b>Total :</b>	<b>2,487.50</b>
213195	2/4/2019	887518 DURHAM, ALVIN	JAN 2019		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
213196	2/4/2019	101010 DUTHIE POWER SERVICES INC.	S60415	11921	GENERATOR MAINT. & EMERGENCY R 043-390-0000-4260	665.00
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213196	2/4/2019	101010 101010 DUTHIE POWER SERVICES INC.	(Continued)			Total : 665.00
213197	2/4/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0409443	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	84.00
			L0415528	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	2,140.00
			L0426529	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	521.60
			L04269948	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
			L0428737	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
			L0429779	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
			L0429905	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
			L0430459	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	164.00
					Total :	3,565.60
213198	2/4/2019	103851 EVERSOF, INC.	R1883340		CREDIT TAKEN TWICE-REF INV CJ1950 070-384-0000-4260	5.00
					Total :	5.00
213199	2/4/2019	890981 FAJARDO, JOEL	REIMB.		PARKING FEE-SFVCOG MEETING 001-101-0103-4380	4.00
					Total :	4.00
213200	2/4/2019	891622 FARMER BROTHERS	68671898		BREAK ROOM SUPPLIES 001-222-0000-4300	165.38
					Total :	165.38
213201	2/4/2019	892298 FIDUCIARY EXPERTS LLC	000012-R-0001	11813	457 PLAN FIDUCIARY SERVICES, 001-190-0000-4270	1,250.00
					Total :	1,250.00
213202	2/4/2019	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191-		CITY YARD AUTO DIALER 070-384-0000-4220	54.85
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213202	2/4/2019	892198 FRONTIER COMMUNICATIONS	(Continued) 818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	103.52
			818-361-2472-031415		001-190-0000-4220 PW PHONE LINE	51.76
			818-361-7825-120512		070-384-0000-4220 HERITAGE PARK IRRIG SYSTEM	381.37
			818-831-5002-052096		001-420-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L	51.76
			818-837-2296-031315		001-222-0000-4220 VARIOUS CITY HALL PHONE LINES	53.97
			818-837-7174-052096		001-190-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L	315.72
			818-898-7385-033105		001-222-0000-4220 LP FAX LINE	33.66
					001-420-0000-4220	29.34
					Total :	1,075.95
213203	2/4/2019	887249 GALLS, LLC	011708738		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	153.57
			011708739		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	9.31
			011708740		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	9.31
			011708741		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	81.90
			011708742		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	149.85
			011708743		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	9.31
			011708745		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	134.03
			011708746		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	9.31
			011708748		EXPLORER UNIFORM EQUIPMENT 001-226-0230-4430	96.80
			011708749		EXPLORER UNIFORM EQUIPMENT	
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213203	2/4/2019	887249 GALLS, LLC	(Continued)		001-226-0230-4430	9.31
					<b>Total :</b>	<b>662.70</b>
213204	2/4/2019	892200 GM SAGER CONSTRUCTION CO.	38272	11928	STRIPING OF LOT 6N AND CITY HALL F 029-335-0000-4260	8,640.00
					<b>Total :</b>	<b>8,640.00</b>
213205	2/4/2019	101279 GOMEZ-GARCIA, SONIA	TRAVEL		PER DIEM DUE TO EMPL-CSMFO ANNU 001-130-0000-4370	10.00
					<b>Total :</b>	<b>10.00</b>
213206	2/4/2019	890982 GONZALES, ROBERT C.	TRAVEL		PER DIEM-ICA WINTER SEMINAR CONI 001-101-0111-4370	55.00
					<b>Total :</b>	<b>55.00</b>
213207	2/4/2019	893025 GONZALEZ, IVAN	JAN 2019		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
213208	2/4/2019	893085 GUITERREZ, MARY	1004483.003		SENIOR DANCE TICKETS REFUND 004-2380	275.00
					<b>Total :</b>	<b>275.00</b>
213209	2/4/2019	101434 GUZMAN, JESUS ALBERTO	DEC 2018		MMAPI INSTRUCTOR 108-424-3647-4260	700.00
					<b>Total :</b>	<b>700.00</b>
213210	2/4/2019	101428 H & H WHOLESALE PARTS	BST3IN6477	11859	FULL SERVICE FOR VEHICLE BATTERI 041-1215	98.48
					<b>Total :</b>	<b>98.48</b>
213211	2/4/2019	890594 HEALTH AND HUMAN RESOURCE	E0197677		EAP-FEB 2019 001-133-0000-4260	243.10
					<b>Total :</b>	<b>243.10</b>
213212	2/4/2019	102307 HI WAY SAFETY RENTALS, INC.	83060		SAFETY VESTS 001-311-0000-4300	196.20
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213212	2/4/2019	102307 102307 HI WAY SAFETY RENTALS, INC.	(Continued)			<b>Total :</b> 196.20
213213	2/4/2019	101632 IACP - MEMBERSHIP	0037671		MEMBERSHIP DUES 001-222-0000-4380	190.00
					<b>Total :</b>	<b>190.00</b>
213214	2/4/2019	887740 INDUSTRIAL SHOE COMPANY	1100-1165101		WORK BOOTS 001-152-0000-4325	84.70
			1100-1167313		WORK BOOTS 001-152-0000-4325	84.70
					<b>Total :</b>	<b>169.40</b>
213215	2/4/2019	887952 J. Z. LAWMOWER SHOP	21528	11873	SMALL EQUIPMENT REPAIR AND MATE 001-346-0000-4320	203.94
					<b>Total :</b>	<b>203.94</b>
213216	2/4/2019	889680 JIMENEZ LOPEZ, JUAN MANUEL	DEC 2018		MMAPI INSTRUCTOR 108-424-3647-4260	420.00
					<b>Total :</b>	<b>420.00</b>
213217	2/4/2019	889503 JTB SUPPLY COMPANY, INC.	105250		TRAFFIC SIGNAL LED REPLACEMENTS 001-370-0301-4300	447.40
					<b>Total :</b>	<b>447.40</b>
213218	2/4/2019	101764 KEYSTONE UNIFORM DEPOT	700024178		UNIFORM PANTS 001-222-0000-4300	66.14
					<b>Total :</b>	<b>66.14</b>
213219	2/4/2019	891794 KIMBALL, NICK	TRAVEL		CSMFO ANNUAL CONFERENCE 001-130-0000-4370	85.00
					<b>Total :</b>	<b>85.00</b>
213220	2/4/2019	101795 KOSMONT & ASSOCIATES	18-0099-004	11893	REAL ESTATE ADVISORY SERVICES 001-190-0000-4267	3,099.20
					<b>Total :</b>	<b>3,099.20</b>
213221	2/4/2019	892996 KS STATEBANK	3353614	11854	SMART METERS LOAN REPAYMENT-M 001-190-0000-4405	213.00
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213231	2/4/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1091265	11844	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1091266	11844	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1091267	11844	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1091268	11844	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
				11844	070-384-0000-4260	23.00
					<b>Total :</b>	<b>267.00</b>
213232	2/4/2019	888041 MARIN CONSULTING ASSOCIATES	5639		RGSTR-ASSERTIVE SUPERVISION TR#	
					001-224-0000-4360	300.00
					<b>Total :</b>	<b>300.00</b>
213233	2/4/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	33.36
					<b>Total :</b>	<b>33.36</b>
213234	2/4/2019	891054 MEJIA, YVONNE G	JAN 2019		COMMISSIONER'S STIPEND	
					001-150-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
213235	2/4/2019	892756 MEYERHOFF, ALEXANDER	REIMB.		WELLNESS BENEFIT REIMB. FY18-19	
					001-105-0000-4140	70.84
					<b>Total :</b>	<b>70.84</b>
213236	2/4/2019	102226 MISSION LINEN SUPPLY	509030047		LAUNDRY	
			509060781		001-225-0000-4350 LAUNDRY	106.73
			509080351		001-225-0000-4350 LAUNDRY	118.24
			509104985		001-225-0000-4350 LAUNDRY	151.80
					001-225-0000-4350	123.40
					<b>Total :</b>	<b>500.17</b>

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213237	2/4/2019	102292 MUSCO SPORTS LIGHTING, LLC	317918		REPLACE THE B1 POLE BALLAST ENCI	
			317941	11906	043-390-0000-4260 MUSCO CONTROL LINK SERVICES	3,341.90
					001-420-0000-4260	900.00
					<b>Total :</b>	<b>4,241.90</b>
213238	2/4/2019	102325 NAPA AUTO PARTS	5478-982175		O-RINGS	
			5478-982233		041-1215 FUEL FILTERS & METER-ME8615	13.44
					041-320-0320-4400	290.83
					<b>Total :</b>	<b>304.27</b>
213239	2/4/2019	892495 NORMAN A. TRAUB ASSOCIATES	18819.1		INTERNAL INVESTIGATION	
			18819.2	11929	001-112-0000-4270 INTERNAL INVESTIGATION	5,938.67
			18819.2S	11929	001-112-0000-4270 INTERNAL INVESTIGATION	2,717.84
				11929	001-112-0000-4270	880.00
					<b>Total :</b>	<b>9,536.51</b>
213240	2/4/2019	887422 NORTHERN SAFETY CO., INC.	903262944		SAFETY ITEMS	
					070-383-0000-4320	297.17
					<b>Total :</b>	<b>297.17</b>
213241	2/4/2019	102403 NOW IMAGE PRINTING	2018233		TEMPORARY NO PARKING SIGNS	
					001-311-0000-4300	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
213242	2/4/2019	102423 OCCU-MED, INC.	0119901		PRE-EMPLOYMENT PHYSICALS	
					001-133-0000-4260	914.00
					<b>Total :</b>	<b>914.00</b>
213243	2/4/2019	102432 OFFICE DEPOT	2258564241		OFFICE SUPPLIES	
			2258564242		004-2380 OFFICE SUPPLIES	43.79
			2261125185		001-422-0000-4300 OFFICE SUPPLIES	109.72

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213243	2/4/2019	102432 OFFICE DEPOT	(Continued)			
			2265407656		043-390-0000-4300 OFFICE SUPPLIES	44.25
			244853038001		001-222-0000-4300 OFFICE SUPPLIES	38.10
			246524673001		001-105-0000-4300 OFFICE SUPPLIES	199.38
			249155817001		070-384-0000-4300 OFFICE SUPPLIES	432.70
			249211094001		041-320-0000-4300 SUPPLIES RETURNED	57.40
			249211095001		070-384-0000-4300 OFFICE SUPPLIES	-5.93
			249220147001		070-384-0000-4300 OFFICE SUPPLIES	5.93
			252517927001		041-320-0000-4300 OFFICE SUPPLIES	7.38
			256002226001		001-310-0000-4300 OFFICE SUPPLIES	59.38
			256002928001		001-222-0000-4300 OFFICE SUPPLIES	15.33
			256748284001		001-222-0000-4300 OFFICE SUPPLIES	53.67
			257139977001		001-133-0000-4300 OFFICE SUPPLIES	59.26
			257157576001		001-222-0000-4300 OFFICE SUPPLIES	251.60
			257157577001		001-222-0000-4300 OFFICE SUPPLIES	14.32
			261208857001		001-222-0000-4300 OFFICE SUPPLIES	25.18
			356654618001		001-310-0000-4300 OFFICE SUPPLIES	146.78
					001-150-0000-4300	221.31
					Total :	1,779.55
213244	2/4/2019	102443 OKAFOR, MICHAEL	REIMB.		LCW 2019 ANNUAL LABOR & EMPLOYM	

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213244	2/4/2019	102443 OKAFOR, MICHAEL	(Continued)		001-133-0000-4370	815.02	
					Total :	815.02	
213245	2/4/2019	892572 OLIVAREZ MADRUGA	5886		LEGAL SERVICES		
					001-110-0000-4270	21,775.69	
					072-360-0000-4270	40.00	
					070-110-0000-4270	40.00	
					Total :	21,855.69	
213246	2/4/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-316779		VEHICLE SERVICE MAINT. & REPAIR P/		
			4605-317033	11847	041-320-0225-4400	8.66	
			4605-317034	11847	VEHICLE SERVICE MAINT. & REPAIR P/		
					041-1215	21.89	
				11847	VEHICLE SERVICE MAINT. & REPAIR P/		
					041-320-0320-4400	9.89	
					Total :	40.44	
213247	2/4/2019	892025 PACIFIC TRAFFIC CONTROL, INC	17073		DELINEATORS RENTAL FOR 5K RUN		
					017-420-1395-4260	510.00	
					Total :	510.00	
213248	2/4/2019	892360 PARKING COMPANY OF AMERICA	INVM0013324		DIAL A RIDE AND TROLLEY SERVICES		
				11834	007-313-0000-4260	15,217.95	
				11834	007-440-0442-4260	8,355.57	
				11834	008-313-0000-4260	23,573.52	
					Total :	47,147.04	
213249	2/4/2019	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB-CPRS BOARD MTG IN		
					001-420-0000-4390	13.00	
					Total :	13.00	
213250	2/4/2019	893055 POWERTECH ENGINES INC	638807		REPLACE SWEEPER PONY MOTOR (PI		
				11915	041-320-0311-4400	5,771.35	
					Total :	5,771.35	
213251	2/4/2019	102782 RAMIREZ, JOSE A.	021019		SENIOR DANCE MUSIC -VALENTINE'S I		
					004-2380	1,150.00	

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213251	2/4/2019	102782 102782 RAMIREZ, JOSE A.	(Continued)			Total : 1,150.00
213252	2/4/2019	889602 RESPOND SYSTEMS	103869		SAFETY RESPIRATORS & GLOVES 070-384-0000-4310	319.83 Total : 319.83
213253	2/4/2019	102929 ROYAL PAPER CORPORATION	4845133		JANITORIAL SUPPLIES 001-420-0000-4300 001-422-0000-4300 001-423-0000-4300 001-424-0000-4300	220.44 220.44 220.44 220.44 Total : 881.76
213254	2/4/2019	892856 SALAS, JUAN	REIMB.		MONTHLY MEETING-FOOD 004-2380	150.51 Total : 150.51
213255	2/4/2019	103057 SAN FERNANDO VALLEY SUN	10404		NOTICE OF INVITING BIDS-RFP IT MGM 001-115-0000-4230	75.00 Total : 75.00
213256	2/4/2019	889023 SAN GABRIEL VALLEY	2019-2020		FY19-20 MEMBERSHIP DUES 001-222-0000-4380	250.00 Total : 250.00
213257	2/4/2019	103184 SMART & FINAL	44925 44926 46927		EXPLORER COMPETITION/TRAVEL SN. 001-226-0230-4430 INMATE MEALS CONDIMENTS 001-225-0000-4350 001-222-0000-4300 SUPPLIES FOR WINTER CAMP 017-420-1399-4300	97.02 22.49 41.93 94.59 Total : 256.03
213258	2/4/2019	892367 SOLIS, MARGARITA	48-50		L P SENIOR PETTY CASH REIMB. 004-2380	57.44 Total : 57.44
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213259	2/4/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION 074-320-0000-4402	3,175.53 Total : 3,175.53
213260	2/4/2019	890834 SPARKLING IMAGE CORP	84391		CAR WASHES-DEC 2018 001-222-0000-4320	78.00 Total : 78.00
213261	2/4/2019	103251 STANLEY PEST CONTROL	108713 108714	11880 11880	PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260 PEST EXTERMINATIONFOR THE INTER 043-390-0000-4260	135.00 62.00 Total : 197.00
213262	2/4/2019	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	349057		FINGERPRINTING-DEC 2018 001-133-0000-4260	32.00 Total : 32.00
213263	2/4/2019	888946 TEKWERKS	22740	11804	WEBSITE HOSTING & MAINT-FEB 2019 001-135-0000-4260	800.00 Total : 800.00
213264	2/4/2019	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	158.88 300.82 263.20 76.22 76.22 152.43 452.50 Total : 1,480.27
213265	2/4/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490 4012453			LP PARK OUTLET REPAIR & SMALL TO	
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213265	2/4/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			5270275		043-390-0000-4300 CABLE TIES	47.17
			5270276		001-311-0000-4300 CHRISTMAS DECORATIONS	139.15
			581043		001-311-0000-4300 TOOLS FOR SENIOR CLUB STAGE	165.30
			9112015		004-2380 DECK BELT FOR WEED MOWER	99.59
			9512019		043-390-0000-4300 MOWER BELT	84.04
					043-390-0000-4300	36.76
					<b>Total :</b>	<b>572.01</b>
213266	2/4/2019	890817 THE WALKING MAN, INC.	E9345		DISTRIBUTION OF DEPT PROGRAM	
					001-420-0000-4260	850.00
					<b>Total :</b>	<b>850.00</b>
213267	2/4/2019	890833 THOMSON REUTERS	839515882		DET INVESTIGATION TOOLS-DEC 2018	
					001-135-0000-4260	192.12
					<b>Total :</b>	<b>192.12</b>
213268	2/4/2019	103903 TIME WARNER CABLE	0010369011019		CABLE-POLICE DEPT 01/18-02/17	
			0028882010519		001-222-0000-4260	231.50
			0198609011319		CABLE-LP PARK 01/13-02/12	
					001-420-0000-4260	185.62
					INTERNET SERVICE-01/23-02/22	
					001-190-0000-4220	1,299.00
					<b>Total :</b>	<b>1,716.12</b>
213269	2/4/2019	103463 U.S. POSTMASTER	JAN 2019		POSTAGE-JAN WATER BILLS	
					070-382-0000-4300	615.55
					072-360-0000-4300	615.55
					<b>Total :</b>	<b>1,231.10</b>
213270	2/4/2019	887939 ULINE SHIPPING SUPPLIES	104473261		LIFT TABLE & MISC ITEMS	
					070-384-0000-4320	890.11
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213270	2/4/2019	887939 ULINE SHIPPING SUPPLIES	(Continued) 104687253		(6) 6' DELUXE RUBBER SPEED HUMPS	
					001-311-0000-4300	1,513.57
					<b>Total :</b>	<b>2,403.68</b>
213271	2/4/2019	103445 UNDERGROUND SERVICE ALERT	1220180676		(34) USA DIGALERT TICKETS	
					070-381-0000-4260	66.10
					<b>Total :</b>	<b>66.10</b>
213272	2/4/2019	893084 USP	5646188		PADDLE SCRAPER FOR SALT TANKS	
					070-384-0000-4300	267.98
					<b>Total :</b>	<b>267.98</b>
213273	2/4/2019	103534 VALLEY LOCKSMITH	5743	11865	LOCKSMITH SERVICES FOR ALL FACIL	
					001-311-0000-4300	72.37
					<b>Total :</b>	<b>72.37</b>
213274	2/4/2019	892794 VENEGAS, JULIAN	REIMB.		PURCHASED MEASURING TAPE	
					001-420-0000-4300	32.97
					<b>Total :</b>	<b>32.97</b>
213275	2/4/2019	889644 VERIZON BUSINESS	6716668		CITY HALL LONG DISTANCE	
			6716669		001-190-0000-4220	50.54
			6716670		CITY YARD LONG DISTANCE	
			6716671		070-384-0000-4220	15.17
			6716672		CITY HALL LONG DISTANCE & INTRAL	
			6716673		001-190-0000-4220	25.27
			6717211		POLICE LONG DISTANCE	
			6717223		001-222-0000-4220	114.73
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.10
					PARK LONG DISTANCE	
					001-420-0000-4220	15.41
					ENGINEERING LONG DISTANCE	
					001-310-0000-4220	5.05
					CITY HALL LINES	
					001-190-0000-4220	64.12
						Page: 20



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## Voucher List

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01/29/2019 1:14:43PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213275	2/4/2019	889644 VERIZON BUSINESS	(Continued)			<b>Total : 300.39</b>
213276	2/4/2019	100101 VERIZON WIRELESS-LA	9821918675		VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	110.39
					072-360-0000-4220	61.08
					001-101-0111-4220	61.08
					001-101-0107-4220	-27.26
					001-101-0103-4220	54.09
					001-101-0102-4220	165.63
					<b>Total :</b>	<b>425.01</b>
213277	2/4/2019	888390 WEST COAST ARBORISTS, INC.	143748-A		ANNUAL TREE TRIMMING SERVICES	
				11836	011-311-0000-4260	268.00
					<b>Total :</b>	<b>268.00</b>
213278	2/4/2019	891531 WILLDAN ENGINEERING	003-28571		GENERAL ENGINEERING SERVICES	
				11812	001-310-0000-4270	2,665.00
					<b>Total :</b>	<b>2,665.00</b>
120 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>467,327.03</b>
120 Vouchers in this report					<b>Total vouchers :</b>	<b>467,327.03</b>

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** February 4, 2019

**Subject:** Consideration to Approve an Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Willdan Engineering Professional Services Agreement (Attachment "A" – Contract No. 1893(a)) for design services related to the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project; and
- b. Authorize the City Manager, or designee, to execute all related documents.

### BACKGROUND:

1. In November 2016, the California Department of Transportation (Caltrans) awarded the City \$1,096,000 in HSIP Cycle 8 Grant funds for a traffic signal improvements project.
2. On January 25, 2018, a Request for Proposals (RFP) for the Traffic Signal Improvements was published on the City's Website and the *San Fernando Valley Sun Newspaper*.
3. On March 1, 2018, the City Clerk's office received one bid proposal from Willdan Engineering.
4. On August 20, 2018, the City Council approved Contract No. 1893 (Attachment "B"), with Willdan Engineering for the Design Phase of the HSIP Cycle 8 Traffic Signal Improvements Project.
5. In December 2018, staff was made aware that additional language needed to be included in Contract No. 1893 in order to satisfy Caltrans' procurement criteria and to move project forward.

**Consideration to Approve an Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project**Page 2 of 3

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**ANALYSIS:**

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid or state-funded project. Those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or construction project management services are termed Architectural and Engineering (A&E) Consultants. Local agencies requesting federal or state funds to reimburse A&E Consultants must follow specific selection and contracting procedures established by Caltrans.

With the HSIP Cycle 8 Traffic Signal Improvements Project being federally funded, additional contract language must be added to the Willdan's original contract to satisfy all the procurement criteria established by Caltrans. Until the original contract has been amended and approved by Caltrans, design work cannot commence.

The additional contract language is related to the following:

- Cost Principles and Administrative Requirements;
- Retention of Records/Audit;
- Audit Review Procedures;
- Equipment Purchase;
- State Prevailing Wage Rates;
- Conflict of Interest;
- Rebate, Kickbacks or Other Unlawful Considerations;
- Prohibition of Expending City State or Federal Funds for Lobbying;
- Statement of Compliance; and
- Debarment and Suspension Certifications.

**BUDGET IMPACT:**

Amending Contract No. 1893 does not have a monetary impact on the Fiscal Year 2018-2019 Adopted Budget.

**CONCLUSION:**

It is recommended that City Council approve the First Amendment to Willdan Engineering's Contract No. 1893 for design services related to the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project and execute the Amendment.

**Consideration to Approve an Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project**

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**ATTACHMENTS:**

- A. Contract No.1893(a)
- B. Contract No. 1893

**ATTACHMENT "A"**  
**CONTRACT NO. 1893(a)**

**2019**  
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Willdan Engineering – San Fernando Traffic Signal Improvement Project)**

THIS 2019 FIRST AMENDMENT ("Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project" originally executed \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated \_\_\_\_\_ 2018 and entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project", Contract No. 1893 (hereinafter, the "Master Agreement") (the Master Agreement is attached and incorporated hereto as Attachment "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement further to include provisions required as conditions of the funding source for the work to be performed under the Master Agreement; and

WHEREAS, execution of this Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of \_\_\_\_\_ 2019.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Master Agreement is hereby amended by the addition of those terms and conditions set forth in Attachment "B" to this Amendment (hereinafter, the "Supplemental Contract Terms") which is attached and incorporated hereto by this reference.

SECTION 2. Section 1.2 (Term) of the Master Agreement is hereby amended in its entirety to state the following:

- A. *This Agreement shall take effect as of August 22, 2018, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by the City Representative. The Agreement shall sixteen (16) months from August 22, 2018, unless extended by written amendment.*
- B. *CONSULTANT is advised that any recommendation for contract award or any subsequent amendment of this Agreement is not binding on CITY until the Agreement is fully executed and approved by the CITY.*

SECTION 3. The first sentence of Section 5.1 (Termination without Cause) of the Master Agreement is hereby repealed and replaced by the following text:



*CITY may terminate this Agreement at any time for convenience and without cause upon thirty (30) calendar days prior written notice to CONSULTANT.*

SECTION 4. Article V (Termination) of the Master Agreement is hereby amended by the addition of a new Section 5.5 which shall state the following:

*If CITY terminates this Agreement with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.*

SECTION 5. SECTION 6.6 (Subcontracting) of the Master Agreement is hereby amended by the addition of the following text:

*Nothing contained in this Agreement or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY's obligation to make payments to the CONSULTANT. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CITY through the City Representative, except that, which is expressly identified in this Agreement. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. Any substitution of subconsultant(s) must be approved in writing by CITY through the City Representative prior to the start of work by the subconsultant(s).*

SECTION 6. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 7. The Master Agreement as amended by way of this Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and Consultant prior to the execution of this Amendment. 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 the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:****City of San Fernando**

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT****Willdan Engineering**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT “C” TO MASTER AGREEMENT (SUPPLEMENTAL CONTRACT TERMS)**

### **SECTION 1. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

### **SECTION 2. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

### **SECTION 3. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY’S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

## **SECTION 4. EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the CITY Representative shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **SECTION 5. STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination.

## **SECTION 6. CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing CITY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction Agreement. Additionally, CONSULTANT certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

## **SECTION 7. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **SECTION 8. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY-appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a

Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **SECTION 9. STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The

CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**SECTION 10. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**[END OF ATTACHMENT]**



## PROFESSIONAL SERVICES AGREEMENT

### Willdan Engineering

#### San Fernando Traffic Signal Improvements Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Willdan Engineering, a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of 16 Months commencing on August 22, 2018 and concluding December 31, 2019. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
  - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is Table 6.1. "Fee Proposal for Feasibility and Preliminary Design" set forth in **Exhibit "B"** (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted



## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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aggregate sum of **ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS** (\$111,571) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works/ City Engineer (hereinafter, the "CITY Representative") to act as its representatives for the performance of this Agreement. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. The Director of Public Works/ City Engineer shall be the chief CITY Representative. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Jeffrey Lau, Professional Engineer and Project Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

## PROFESSIONAL SERVICES AGREEMENT

### San Fernando Traffic Signal Improvements Project

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employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.



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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that 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**

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**requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

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indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event



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of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

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Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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**CONSULTANT:**

Willdan Engineering  
13191 Crossroads Parkway North,  
Suite 405  
Industry, CA 91746  
Attn: Vanessa Munoz, Director of  
Engineering  
Phone: 562 368-4848  
Fax: 562.695-2120

**CITY:**

City of San Fernando  
Public Works Department  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Yazdan T. Emrani, Director of Public  
Works/City Engineer  
Phone: 818-898-1222  
Fax: 818-361-6728

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.



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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

**(SIGNATURE PAGE TO FOLLOW)**

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


**CITY OF SAN FERNANDO**

By:   
Alexander P. Meyerhoff, City Manager

**Willdan Engineering**

By:   
Name: Vanessa Munoz  
Title: Director of Engineering

**APPROVED AS TO FORM**

By:  for  
Rick R. Olivarez, City Attorney  
Richard Padilla, Asst City Atty



**EXHIBIT "A"****City of San Fernando****Revised Project Scope of Services ( July 26, 2018)****Task 1 – General**

The day-to-day management of the HSIP Cycle 8 Traffic Signal Improvement project will lie with Mr. Lau. He will be responsible for overseeing all services provided, maintaining a beneficial relationship with City staff and other stakeholders, planning and guiding the work plan, and coordinating with the project team – including our two subconsultants. Mr. Lau will ensure that project requirements are clearly understood and reinforced through frequent communications with the entire project team and careful review of deliverables. Ms. Vanessa Muñoz, PE, TE, PTOE, our Principal-in-Charge, will be accessible to City staff throughout the project's duration.

**Task 1.1 – Meetings.** Upon project award, Mr. Lau, will hold a kick-off meeting with City project staff, stakeholders, and Willdan's task leaders and subconsultant to develop a common understanding of the project's goals, timelines, and deliverables to finalize a detailed scope for the City's approval. Willdan's approach to, and execution of, the project tasks will be to the point with appropriate levels of effort planned and maintained throughout the project's duration. This will be achieved by implementing these project management tasks:

**Task 1.1 Deliverables**

- ✓ Meeting agendas
- ✓ Meeting minutes
- ✓ Meeting attendance rosters

- Project work plan
- Draft project schedule
- Monthly status reports and invoices
- Issue/action item/decision log
- Project coordination with City
- Schedule and budget management

Willdan will report progress to the City on a regular basis and as necessary to keep the project schedule up-to-date and the project team on the same page. Willdan will submit a monthly progress report to accompany invoices. The reports will generally include a narrative of work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. The report can be customized and formatted to best suit the needs of the City.

**Task 1.2 – Coordinate with Los Angeles Department of Transportation Traffic Signal Synchronization System.**

Willdan will coordinate with Los Angeles Department of Transportation (LADOT) to connect seven project intersections along San Fernando Road and Truman Street to LADOT's Automated Traffic Surveillance and Control (ATSAC) signal system. Willdan's design plans will feature signal controller and software systems and interconnect communications that can be directly integrated with the ATSAC signal system.

**Task 1.3 – Schedule.** We understand the importance of completing the project in a timely manner and Willdan is committed to working closely with the City to finalize a schedule to meet the City's project timing requirements. A preliminary project schedule for the tasks outlined in this Project Scope of Services is included immediately following this paragraph. The draft project schedule was developed utilizing a critical path method to address approvals and deliverables required for processing the project. The schedule includes major activities, milestones, deliverables, internal quality control processes, and designated City review of submitted documents. The schedule will be updated monthly to reflect actual and forecasted completions. Mr. Lau can, then, anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If a project is falling behind schedule, the project manager will meet with team members, identify the problem, and ensure extra support and effort are expended to bring the project back on track. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain within the agreed-upon scheduling.

**Task 1.3 Deliverables**

- ✓ Project schedule with updates as necessary



## City of San Fernando

### Task 2 – Planning, Environmental, and Conceptual Design

#### Task 2.1 – Traffic Counts and LT Warrant Analysis.

Willdan will utilize the services of City Traffic Counters to collect AM and PM peak-hour turning movement counts for one weekday for the nine intersections. Upon completion of the traffic data collection, Willdan will prepare a. A left-turn phasing analysis will be performed for all nine intersections to determine which locations meet the 2014 California Manual on Uniform Traffic Control Devices requirements for installation of protected left-turn phasing.

##### Task 2.1 Deliverables

- ✓ Traffic Count Collection Traffic count files
- ✓ Left-turn phasing analysis

**Task 2.2 – Research of Record Information.** Willdan will obtain available as-built drawings, survey data, HSIP grant application, and utility contact information from the City. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, traffic signals, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information. Willdan will verify known underground utilities to avoid conflicts with the proposed traffic signal improvements.

**Task 2.3 – Environmental.** Willdan assumes this project will require a Categorical Exemption for CEQA compliance and a Categorical Exclusion without technical studies for NEPA compliance and excludes preparation of technical studies or acquiring permits and/or cooperative/maintenance agreements. Willdan can amend this proposal to provide additional scope and corresponding fee if Caltrans requires technical studies for NEPA compliance or a system engineering management plan for ITS projects. Willdan will:

##### Task 2.3 Deliverables

- ✓ LAPM Exhibit 7-B Field Review
- ✓ LAPM Exhibit 7-C Roadway Data
- ✓ LAPM Exhibit 7-G Field Review Attendance Roster
- ✓ LAPM Exhibit 6-A Preliminary Environmental Study
- ✓ LAPM Exhibit 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination

- Prepare LAPM Exhibits 7-B Field Review, 7-C Roadway Data, and 7-G Field Review Attendance Roster
- Prepare LAPM Exhibit 7-I Systems Engineering Review Form if required for ITS project and not previously prepared by the City and submitted to Caltrans with the RFA for PE package
- Prepare Notice of Exemption
- Prepare LAPM Exhibits 6-A Preliminary Environmental Study and 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination Form
- Submit package to Caltrans along with applicable attachments such as typical sections, project footprint map, FTIP sheet, and approved HSIP project list
- 

**Task 2.4 – Utilities Coordination.** Willdan will mail notices to the utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Willdan will prepare the utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City will be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's utility coordinator. Willdan will also provide utility dispositions identifying existing utility locations above and below ground. Willdan will:

##### Task 2.4 Deliverables

- ✓ Copies of transmittals, submittals, and letters sent to utilities and agencies
- ✓ A summary of utility coordination status upon delivery of final construction contract documents

- Notify and coordinate with utility agencies regarding project-related modifications to their facilities; determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the utility vicinity





## City of San Fernando

- Provide second utility notification letter (prepare to relocate) and third utility notification letter (notice to relocate)
- If necessary, provide fourth utility notification letter (notice to relocate immediately)
- Submit preliminary and final set of plans to each utility company with clouded demarcations to illustrate areas that conflict
- Verify that project's final design is compatible with known utilities to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into construction schedule as necessary
- Coordinate service feed point, if necessary, with PG&E and prepare application

**Task 2.5 – Utility Potholing.** Willdan will utilize the services of Bess Testlab, Inc. to provide potholing of underground utilities to determine the depth for clearance or conflicts with any underground utility lines. Utility potholing will be performed for each

large traffic signal pole with a mast arm that is to be installed as part of the project to ensure there are no utility conflicts with the proposed placement locations. Utility potholing will be conducted during the design phase following the City's approval of 65% design plans. For the purposes of this proposal, 18 utility potholes will be included and any additional utility potholes will be performed for an additional fee.

### Task 2.5 Deliverables

- ✓ Utility pothole reports

**Task 2.6 – Preliminary Design.** Willdan will prepare conceptual traffic signal plans showing tentative equipment locations; signing and striping changes, if needed; ADA-compliant curb ramps; and other proposed equipment. Conceptual layout plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plan size.

### Task 2.6 Deliverables

- ✓ Two full-size, hard-copy plan sets and one electronic PDF set at 35% conceptual completion

## Task 3 – Engineering Design – Plans, Specifications, and Estimates (PS&E)

Willdan will prepare engineering plans, construction specifications, and engineers estimate of construction costs (PS&E). Design plans will be prepared in accordance with the City's drafting standards, formats, and conventions. Plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plans and comply with City of San Fernando's and Caltrans' latest standard plans and specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD). Design plans will be submitted full-size on bond at the 65-percent, 100-percent, and final submittals for the City's review and comment. Final approved drawings will be plotted on Mylar and shall be wet-stamped and signed by a state-registered civil engineer.

**Task 3.1 – Improvement Plan Preparation.** The traffic signal modification plans will be prepared at a scale of 1" = 20' for all nine project intersections and will include all utilities and existing above-ground features, inclusive of overhead utilities. The design

### Task 3.1 Deliverables

- ✓ Two full-size, hard-copy plan sets and one electronic PDF set at 65%, 100%, and final design completion

plans will address installation of proposed signal heads, street lighting, and protected left-turn phasing. Other relevant features of the traffic signal design include installing new signal poles, providing for emergency vehicle pre-emption, protecting existing communication facilities, and evaluating existing battery back-up system in the service pedestal and pedestrian countdown heads. Minor signing and striping improvements and upgrading existing non-complaint pedestrian curb ramps to ADA compliance at the intersections will be shown on the traffic signal modification plans.

The intent of the traffic signal modification plans is to satisfy the objective of the HSIP grant application. Willdan will evaluate all traffic signal equipment against current CA MUTCD guidelines and Caltrans standard plans and specifications. Willdan will identify any deficiencies of the existing traffic signal control equipment and provide recommendations toward simple, low-cost mitigations or solutions that may be implemented to correct the deficiencies; however, we will evaluate if they can be implemented within the grant budget and present our findings to the City at the 65-percent submittal for review and approval.



## City of San Fernando

Willdan will prepare design plans for to install 10,400 linear feet of interconnect communication cables along San Fernando Road between Hubbard Street and Brand Boulevard and on Truman Street between Hubbard Street and Brand Boulevard. The communication plans will be prepared at a scale of 1" = 40' and will include details for conduits, splice vaults, pull boxes, and communication field elements utilizing LADOT equipment standards that can be directly integrated into LADOT's ATSAC signal system.

**Task 3.2 – Project Specifications.** Utilizing the City-provided boilerplate, Willdan will prepare the project's construction specifications in Microsoft Word 2010 format. Willdan will provide a write-up for the project-specific scope of work in the technical specifications and provide special technical provisions beyond the City's standard technical provisions that support the specified traffic signal improvements. Willdan will be responsible for compiling specifications that are complete, ready for bidding purposes, and signed by a state-registered civil engineer.

### ⇒ Task 3.2 Deliverables

- ✓ Two hard-copy and one electronic Word file of complete specifications at 100% and final design completions

**Task 3.3 – Construction Cost Estimate.** Willdan will prepare a detailed engineer's estimate of probable costs in a Microsoft Excel 2010 spreadsheet. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar traffic signal projects in the vicinity. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based upon plan sheet quantities and will be furnished at 65-, 95-, and 100-percent (final) design milestones.

### ⇒ Task 3.3 Deliverables

- ✓ Two hard-copy and one electronic Excel file of estimated quantities and engineer's estimate of probable costs at 65%, 100%, and final design completion

**Task 3.4 – Right-of-Way Certification.** Following CEQA and NEPA clearances and completion of the final PS&E, Willdan will prepare the right-of-way certification package in accordance with Caltrans requirements. Willdan will:

### ⇒ Task 3.4 Deliverables

- ✓ LAPM Exhibit 13-A Short Form Right-of-Way Certification

- Prepare LAPM Exhibit 13-A Short Form Right-of-Way Certification Off State Highway System and Project Engineer's Certification of Utilities
- Submit package to Caltrans along with final signed plans, required backup documentation from utilities and other agencies, copy of City's resolution authorizing a City official to execute right-of-way certifications, and copy of approved NEPA and CEQA documents

**Task 3.5 - Authorization-to-Proceed (E-76) with Construction Package.** Upon receiving right-of-way certification, Willdan will prepare a request for authorization (RFA) to proceed with construction package to initiate obligation of federal funds by Caltrans for construction. Willdan will t:

### ⇒ Task 3.5 Deliverables

- ✓ LAPM Exhibit 3-O Finance Letter
- ✓ LAPM Exhibit 12-C PS&E Certification
- ✓ LAPM Exhibit 12-D PS&E Checklist
- ✓ LAPM Exhibit 15-M Detail Estimate
- ✓ LAPM Exhibit 15-A Local Agency Construction Contract Administration Checklist
- ✓ LAPM Exhibit 9-D DBE Contract Goal Methodology

- Prepare LAPM Exhibits 3-D Request for Authorization, 3-E Data Sheets, 12-A Preliminary Estimate of Cost, 3-O Finance Letter, 12-C PS&E Certification, 12-D PS&E Checklist, and 15-A Local Agency Construction Contract Administration Checklist
- Calculate DBE project goals for construction and construction engineering using LAPM Exhibit 9-D DBE Contract Goal Methodology
- Submit package to Caltrans along with final signed plans and specifications, approved NEPA and right-of-way certification documents, and FTIP sheet





## City of San Fernando

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**Task 3.6 – Bidding Assistance.** Willdan will provide engineering support during bidding and be available to answer questions regarding the technical provisions of the contract special provisions, design drawings, or design issues raised during bidding.

Necessary addenda clarifying actual design oversight or conflicts will be prepared at no charge. If a pre-bid conference is needed, Willdan will attend to answer bidders' questions.

### ⇒ Task 3.6 Deliverables

- ✓ Up to three requests for information (RFI) responses per bid package
- ✓ Up to two addenda issued as outlined

## **Task 4 – Construction Support**

Willdan will assist the City during the construction support phase by reviewing and approving material submittals, responding to requests for information (RFIs), and assisting with contract change orders as necessary. If a design oversight is identified in the design plans or specifications, we will make the appropriate design correction at no cost.

**Task 4.1 – Preconstruction Meeting.** Willdan will attend the preconstruction meeting and answer any questions regarding the technical provisions or the design drawings during the meeting.

**Task 4.2 – Construction Support.** During construction, Willdan will draft responses to contractor inquiries and RFIs as requested by the City. Willdan will review proposed change orders and draft change order language as requested by the City. If changes are necessary as a direct result of design oversights, Willdan will prepare and/or review contract change orders at no additional cost. Willdan will review all submittals and shop drawings. Upon completion of project construction, Willdan will incorporate the redline as-built comments prepared by the contractor and project inspector on their copies of the signed design plans into a set of Mylar record drawings that will be provided to the City. Revision will be solely based upon redlines provided by the City's construction inspector and contractor.

### ⇒ Task 4.2 Deliverables

- ✓ Material submittal reviews
- ✓ Change order reviews
- ✓ One copy of each RFI response
- ✓ One full-size Mylar set and one electronic PDF of as-built record drawings



EXHIBIT "B"

**CITY OF SAN FERNANDO**  
**HSIP CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS, FEDERAL PROJECT NO. H8-07-046**  
**ESTIMATED FEE**  
**Thursday, July 26, 2018**

SUMMARY TASK	WILLOAN ENGINEERING													Estimated Hours	Expense	Subconsultant	Estimated Cost
	Director of Engineering	Deputy Director of Engineering	City Engineer I	Traffic Engineer II	Principal Project Manager	Senior Design Manager	Assistant Engineer III	Technical Aide II	Utility Coordinator	Administrative Assistant II	Senior Survey Analyst	2-Man Survey Crew	Labor Compliance Manager				
	\$200	\$190	\$190	\$190	\$190	\$156	\$125	\$80	\$138	\$83	\$143	\$225	\$131				
<b>Task 1 - General</b>																	
1.1 - Meetings	2.0	6.0												8.0	\$ 100.00	\$ -	\$ 1,640.00
1.2 - Coordinate with LADOT Traffic Signal Synchronization				4.0		4.0								8.0	\$ -	\$ -	\$ 1,384.00
1.3 - Schedule		2.0												2.0	\$ -	\$ -	\$ 380.00
Subtotal	2.0	8.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	\$ 100.00	\$ -	\$ 3,404.00
<b>Task 2 - Planning, Environmental, and Conceptual Design</b>																	
2.1 - Traffic Counts and Warrant							14.0	20.0						34.0	\$ -	\$ 2,079.00	\$ 5,429.00
2.2 - Research of Record Information								10.0						10.0	\$ -	\$ -	\$ 800.00
2.3 - Environmental			36.0											37.0	\$ -	\$ -	\$ 6,923.00
2.4 - Utilities Coordination									8.0	4.0				12.0	\$ 50.00	\$ -	\$ 1,486.00
2.5 - Utility Potholing (18 Potholes)									2.0					2.0	\$ -	\$ 15,840.00	\$ 16,116.00
2.6 - Preliminary Design						8.0	20.0	20.0						48.0	\$ 100.00	\$ -	\$ 5,448.00
Subtotal	0.0	0.0	36.0	0.0	0.0	8.0	34.0	50.0	10.0	5.0	0.0	0.0	0.0	143.0	\$ 150.00	\$ 17,919.00	\$ 36,202.00
<b>Task 3 - Engineering Design - Plans, Specifications, and Estimate (PS&amp;E)</b>																	
3.1 - Improvement Plan Preparation														0.0	\$ -	\$ -	\$ -
Traffic Signal Plans (9 Sheets)		8.0		8.0		50.0	180.0	190.0						436.0	\$ 50.00	\$ -	\$ 48,590.00
Interconnect Plans (5 Sheets)		2.0		4.0		8.0	20.0	80.0						114.0	\$ 50.00	\$ -	\$ 11,338.00
3.2 - Project Specification		1.0		2.0		4.0	8.0			1.0			1.0	17.0	\$ -	\$ -	\$ 2,408.00
3.3 - Construction Cost Estimate		1.0		1.0			4.0	5.0		1.0				12.0	\$ -	\$ -	\$ 1,363.00
3.4 - Right-of-Way Certification			14.0							1.0			1.0	16.0	\$ 50.00	\$ -	\$ 2,924.00
3.5 - Authorization-to-Proceed (E-76) with Construction Package			12.0							1.0			1.0	14.0	\$ 50.00	\$ -	\$ 2,544.00
3.6 - Bidding Assistance						2.0	2.0							4.0	\$ -	\$ -	\$ 562.00
Subtotal	0.0	12.0	26.0	15.0	0.0	64.0	214.0	275.0	0.0	4.0	0.0	0.0	3.0	613.0	\$ 200.00	\$ -	\$ 69,729.00
<b>Task 4 - Construction Support</b>																	
4.1 - Pre-construction Meeting						2.0	2.0							4.0	\$ 50.00	\$ -	\$ 612.00
4.2 - Construction Support						4.0	8.0							12.0	\$ -	\$ -	\$ 1,624.00
Subtotal	0.0	0.0	0.0	0.0	0.0	6.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$ 50.00	\$ -	\$ 2,236.00
<b>TOTAL</b>	<b>2.0</b>	<b>20.0</b>	<b>62.0</b>	<b>19.0</b>	<b>0.0</b>	<b>82.0</b>	<b>258.0</b>	<b>325.0</b>	<b>10.0</b>	<b>9.0</b>	<b>0.0</b>	<b>0.0</b>	<b>3.0</b>	<b>790.0</b>	<b>\$ 500.00</b>	<b>\$ 17,919.00</b>	<b>\$ 111,571.00</b>



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Julian J. Venegas, Director of Recreation and Community Services

**Date:** February 4, 2019

**Subject:** Consideration to Authorize Submittal of Grant Application to the Healthy Food Financing Initiative Program to Fund the Establishment and Operation of a Farmers Market

### RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the preparation and submittal of a grant application to the Healthy Food Financing Initiative Grant in the amount of \$250,000 to fund the establishment and operation of a Farmers Market in the City of San Fernando;
- b. Authorize the City Manager or designee to accept the grant, if awarded;
- c. Authorize the City Manager or designee to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds and approve a \$20,000 budget enhancement for FY 2019-2020.

### BACKGROUND:

1. The Agricultural Act of 2014 (Farm Bill) established the Healthy Foods Financing Initiative (HFFI), which is administered by USDA Rural Development. The program is a public-private partnership that seeks to improve access to healthy foods in underserved areas.
2. In 2017 the USDA selected the Reinvestment Fund as the National Fund Manager (NFM) for the HFFI grant program.

**Consideration to Authorize Submittal of Grant Application to the Healthy Food Financing Initiative Program to Fund the Establishment and Operation of a Farmers Market**Page 2 of 3

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3. On November 16, 2018, the NFM released the HFFI's inaugural grants program. A total of \$1.4 million is available for financial assistance to support and improve access to healthy foods in underserved areas.

**ANALYSIS:**

The purpose of HFFI is to improve access to affordable, healthy foods in urban and rural areas, particularly areas composed predominantly of lower-income neighborhoods and communities. Hundreds of community development organizations are using HFFI grants to fund a wide range of healthy food projects that are designed to meet locally determined community needs and priorities, including the construction of new and renovated grocery stores, farmers markets, corner stores, food hubs, and urban farms.

The HFFI Grant Program will provide critical grant funding to eligible fresh food retailers to overcome the higher costs and initial barriers to entry in underserved urban, suburban, and rural areas. This flexible program will support innovations in fresh food retail and could assist retailers with a variety of aspects of store development (farmers market) and renovation processes, including predevelopment costs, energy efficiency upgrades, employee training, and security improvements aimed at providing a safe and welcoming shopping environment.

The HFFI grant encourages applicants to seek and create partnerships with public or private, non-profit or for-profit entities, including links with academic institutions (including minority-serving colleges and universities) and/or other appropriate professionals; community-based organizations; local government entities; for the purposes of providing additional resources and strengthening under-resourced communities.

The proposed Farmers Market will be a collaborative effort between the City of San Fernando, the Mall Merchants Association and the California Fruits LLC. The Mall Merchant Association is pledging financial support towards the Market's operational cost, renovation of the Paseo restrooms and act as a liaison for the Mall Merchants. The California Fruits LLC will serve as the Farmers Market Manager, run the daily operations of the Market, secure food vendors and handle the permitting and certification process of a Market. The City will administer the grant, report to the National Fund Manager, and serve as the fiscal agent for the Market. In addition, the City will develop a logistical safety plan for operating the Market with the input from both the Police Department and the Public Works Department.

According to the Los Angeles County Department of Public Health's City and Community Health Profile that was issued in June 2018, 51% of San Fernando's residents are living below the 200 percentile of the Federal Poverty Level (FPL), and 20% are living below the 100 percentile of the FPL. The report also found that 26% of San Fernando residents live more than a half mile from the nearest supermarket or grocery store, and that the estimated percentage of school-age

**Consideration to Authorize Submittal of Grant Application to the Healthy Food Financing Initiative Program to Fund the Establishment and Operation of a Farmers Market**Page 3 of 3

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children eligible for free or reduced price meal hovers around 86%. Collectively, these issues increase the prevalence of food insecurity among San Fernando households by 19%.

A Farmers Market is a valuable community resource that can promote healthy eating by making fresh and in-season fruits and vegetable readily available to residents. The proposed Market will be able to process payments through the Electronic Benefit Transfer (EBT) system or accept checks from food assistance programs. This will ensure that low-income residents participating in programs such as Supplemental Nutrition Assistance Program (SNAP) or the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) will have access to fresh, high quality produce that will be sold at the proposed Farmer's Market.

The proposed Farmer's Market site will be in the San Fernando Mall, between Brand Boulevard and Maclay Avenue, and will operate weekly on Fridays from 4:00 p.m. to 8:00 p.m. The opening of the Market, assuming the City is awarded Healthy Food Financing Initiative Grant funds, is targetted for late Spring 2019 or early Summer 2019.

**BUDGET IMPACT:**

There will be no budget impact on the Fiscal Year 2018-2019 General Fund to submit the grant application and there is no need to appropriate funds at this time. Should the City be awarded the grant, staff is requesting authorization for the City Manager to appropriate revenue and expenditures equal to the grant award in the Capital Grants Fund - Recreation and Community Service Grants (Fund 010) and approve a \$20,000 budget enhancement for FY 2019-2020 for in-kind staff costs associated with managing the grant. The grant does not require any matching funds.

**CONCLUSION:**

It is recommended that the City Council authorize staff to prepare and submit a grant application to the Healthy Food Financing Initiative Grant to establish and operate a Farmers Market; authorize the City Manager or designee to accept grant funds and execute all related grant documents required for receiving such grant funds; and authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.





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## AGENDA REPORT

**TO:** Mayor Joel Fajardo and Councilmembers

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

**Date:** February 4, 2019

**Subject:** Consideration to Approve Fiscal Year 2019-2020 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7903 (Attachment "A") initiating the proceedings for the Fiscal Year (FY) 2019-2020 Levy of Annual Assessments for the Landscaping and Lighting Assessment District (LLAD); and
- b. Order the preparation of the Engineer's Report.

### BACKGROUND:

1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, in FY 1981-1982 the City Council established a citywide Landscaping and Lighting Assessment District to cover street lighting maintenance and operational costs. The LLAD is comprised of 5,178 parcels and the assessment, based on benefit, has been levied each year since that time.
2. In April 1995, the City Council accepted staff's recommendations to continue using the current assessment methodology with the exception of those assessments for single family corner lots, which would be based on front footage only (side yards not included). The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In FY 2002-2003, the City conducted property owner protest ballot proceedings for a proposed assessment increase. The proposed increase was not approved.

**Consideration to Approve Fiscal Year 2019-2020 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report**Page 2 of 3

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4. In FY 2003-2004, the City again submitted a proposed assessment increase to the property owners based on the District's estimated expenses and revenues. The property owners approved the proposed assessment increase and established new maximum assessment rates for the various land use classifications within the District.
5. For this current fiscal year, the LLAD Engineer's Report determined that estimated operating and personnel costs would be \$412,992. Levy adjustments of \$81,810 were in order, with a total assessment levy of \$331,181 that was submitted to the Los Angeles County Assessor's Office for processing.
6. Based on the operating costs and total assessment amount for this fiscal year, the General Fund is required to contribute \$81,810 toward district costs. In order to reduce this contribution, it will be necessary to consider increasing assessment rates through a ballot process for the upcoming fiscal year.

**ANALYSIS:**

The purpose of the LLAD is to equitably assess properties in accordance with special benefits received from improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets. The City Council has previously approved the methodology for assessments (which excluded costs for City parking lot lighting), and staff will continue with the same methodology this year.

The City has used Willdan Financial Services, Inc. to prepare the required LLAD Engineer's Report in previous years. The firm is currently under an as-needed engineering services agreement with the City. They are experienced and very familiar with the City's LLAD. Staff recommends that the City continue using Willdan Financial Services, Inc. to prepare the LLAD Engineer's Report for FY 2019-2020. The work timeline is shown in Attachment "B", and the proposed scope of services by Willdan Financial Services, Inc. is identical to last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

The costs outlined in the Engineer's Report for FY 2019-2020 will be included in the proposed City's Budget and will be assessed in FY 2019-2020, after City Council consideration and approval. Staff recommends using the same assessment methodology. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.



**Consideration to Approve Fiscal Year 2019-2020 Landscaping and Lighting Assessment District Resolution Initiating Proceedings and Ordering the Engineer's Report**Page 3 of 3

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**BUDGET IMPACT:**

No impact to the current FY 2019-2020 Budget as funds were allocated in Account No. 027-344-0000-4260 (Street Lighting Fund – Operating Expenses).

**CONCLUSION:**

Staff recommends that the City Council direct staff to proceed with the FY 2019-2020 LLAD by adopting the Resolution to initiate procedures and ordering the Engineer's Report.

**ATTACHMENTS:**

- A. Resolution No. 7903
- B. Work Schedule

**ATTACHMENT “A”****RESOLUTION NO. 7903**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE 2019-2020 LEVY OF ANNUAL ASSESSMENT FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA**

**WHEREAS**, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the “District”) pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the “Landscaping and Lighting Act of 1972”; and

**WHEREAS**, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

**WHEREAS**, the provisions of said Division 15, Part 2, require a written Engineer’s Report in accordance with Chapter 3 (commencing with Section 22620).

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

1. The above recitals are all true and correct.
2. WILLDAN FINANCIAL SERVICES, INC. is hereby ordered to prepare and file with the City Council a “Engineer’s Report” relating to the 2019-2020 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.
3. Upon completion, said “Engineer’s Report” shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

**PASSED, APPROVED, AND ADOPTED** this 4<sup>th</sup> day of February, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

---

Rick R. Olivarez, City Attorney

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4<sup>th</sup> day of February, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**ATTACHMENT “B”****Fiscal Year (FY) 2019-2020 Landscaping and Lighting Assessment District**

All dates are in calendar year 2019.

<b>February 4</b>	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer’s Report.
<b>February 5</b>	City Engineer authorizes Willdan Financial Services, Inc. to begin work using same methodology (as used in FY 2018-2019) for the Engineer’s Report.
<b>February 6–April 25</b>	Prepare cost estimate and include/reference in the FY 2019-2020 street lighting budget, considering the FY 2019-2020 expenditures.
<b>February 6-April 25</b>	Compile parcel and zone changes for FY 2019-2020.
<b>April 26</b>	Willdan Financial Services, Inc. submits the Engineer’s Report to the City.
<b>May 6</b>	Resolution approving the Engineer’s Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (June 20, 2019).
<b>May 7</b>	Send notice of Public Hearing with a copy of the Resolution for June 6, 2019 publication (10+ days prior to Hearing).
<b>June 20</b>	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
<b>June 21</b>	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando 2019-2020 Landscaping and Lighting District Account No. 240.52 (signed by the City Manager).
<b>August 1</b>	Submit parcel exception checklist to Los Angeles County Assessor’s Office by City and Willdan.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2019-2020.



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** February 4, 2019

**Subject:** Consideration to Approve a Memorandum of Agreement for the San Fernando Calles Verdes Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Memorandum of Agreement (MOA) with TreePeople, Incorporated (Attachment "A" - Contract No. 1904) for the San Fernando Calles Verdes Project; and
- b. Authorize the City Manager or his designee to execute the MOA.

### BACKGROUND:

1. In 2016, staff was contacted by TreePeople, Incorporated (TreePeople) regarding the City's interest in participating in a grant project to fund storm water capture features within City properties and the public right-of-way (e.g., parking lots, parks, street curbs, etc.) and planting trees throughout the City. Since this met the City Council's Strategic Goal of increasing water conservation efforts through grant funding with minimal financial impact on the City, staff agreed to partner with TreePeople to pursue the opportunity.
2. In February 2017, the State Coastal Conservancy authorized the disbursement of up to \$111,771 to TreePeople to plan and prepare designs, environmental analyses, and permit applications for "Phase One" of the San Fernando Green Streets- Calles Verdes Project.
3. On September 18, 2017, the City Council received a presentation from TreePeople regarding the San Fernando Green Streets – Calles Verdes Project and provided direction.
4. On November 9, 2017, TreePeople hosted a public meeting to educate the public on the proposed elements of the project and receive feedback.

**Consideration to Approve a Memorandum of Understanding for the San Fernando Calles Verdes Project**Page 2 of 3

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5. In September 2018, the State Coastal Conservancy authorized the disbursement of up to \$1,100,000 to TreePeople for “Phase Two” of the San Fernando Green Streets – Calles Verdes Project to prepare final designs and permits for, and to construct, a green infrastructure project which includes the planting of 750 trees throughout the City.
6. On January 26, 2019, the City and TreePeople kicked-off the first phase of the tree planting element of the Calles Verdes Project which included the planting of 16 trees within Pioneer Park and providing 330 free trees to residents of the City.

**ANALYSIS:**

The overall objectives of Project:

1. Increase groundwater recharge and reduce storm water runoff by installing curb inlets to construct bioswales, vegetative curb extensions, and planting trees and native vegetation.
2. Improve the health and permeability of soil by introducing native flora to existing soil, trees and native plants.
3. Mitigate the Urban Heat Island (UHI) effect and improve air quality by expanding the urban forest in parks, on streets, and in a parking lot.
4. Increase public green space by building pocket parks.
5. Raise local understanding of and commitment to caring for the urban forest by engaging community members, training City leaders, and offering hands-on workshops.
6. Improve public health and quality of life by encouraging walking and biking, with the help of increased tree canopy, lower temperatures, and safer streets.

**The Benefits of Partnership.**

A partnership between the City and TreePeople is ideal for completing a successful green infrastructure project. Both the City and TreePeople understand the environmental benefits of increasing the City’s tree canopy and infiltrating the highest percentage of stormwater runoff as possible. The City has been working to develop a greener, healthier, and more climate-resilient community by having an open government, engaging residents, working with community and other government partners, and prioritizing multi-benefit projects. For example, the City has recently completed the Electric Vehicle Charging Station Project and Compressed Natural Gas Station upgrade Project to promote the use of alternative-fueled vehicles. Also, the City is currently working on a stormwater run-off infiltration project which will infiltrate and store an estimated 24 acre-feet of ground water.



**Consideration to Approve a Memorandum of Understanding for the San Fernando Calles Verdes Project**Page 3 of 3

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TreePeople has over 44 years of experience being involved in fostering communities to plant and care for more than 2.5 million trees in the Greater Los Angeles area. Also during this 44 year history, they have developed the knowledge and expertise necessary to facilitate design and implementation of best management practices (BMPs) and to mobilize, inspire, educate, and organize large numbers of volunteers in tree planting efforts, as well as to promote the importance of planting and caring for trees in the community; they have also successfully implemented Conservancy-funded green infrastructure projects.

**What the MOA Establishes.**

The cost of both the design and construction phase of the project is being funded by a grant received by TreePeople from the State Coastal Conservancy. TreePeople will procure the resources for the design phase and the City will review the design. The construction phase will also be managed by TreePeople with general oversight by the City.

The MOA obligates the City to provide in-kind services (staff time) related to working with TreePeople to identify sites of interest and to review/approve engineering and manage construction with City properties and public right-of-way. It should be noted, the minimal cost associated with providing staff time towards the project is being leveraged for more than \$1 million in storm water related improvements to the City right-of-way.

**BUDGET IMPACT:**

The partnership between the City and TreePeople leverages grant funds to make more than \$1 million in storm water recapture and storm water related improvements with no matching funds required of the City. The physical improvements, tree planting, and related public outreach/education effort will increase overall public health and quality of life by encouraging walking and biking, with the help of increased tree canopy, lower temperatures, and safer streets. Since minimal expenditures will be generated by providing in-kind staff time for the project, there will be a nominal impact to the Fiscal Year 2018-2019 approved budget.

**CONCLUSION:**

It is recommended that the City Council approve the MOA with TreePeople, Incorporated for the San Fernando Calles Verdes Project and authorize the City Manager or his designee to execute the MOA.

**ATTACHMENT:**

A. Contract No. 1904

**ATTACHMENT “A”  
CONTRACT NO. 1904**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF SAN FERNANDO  
AND  
TREEPEOPLE, INC.**

The City of San Fernando, a California Municipal Corporation (“City”), and TreePeople, a California Corporation (“TreePeople”), desire to enter into a Memorandum of Agreement (“MOA”) for the purpose of carrying out tree planting, tree care, and design of stormwater infiltration best management practices (BMPs) within the City, as detailed under State Coastal Conservancy grant number 18-051 and its associated Work Program, hereinafter the San Fernando Calles Verdes Project (“Project”).

This agreement is made and entered into by and between the City and TreePeople, and dated for reference purposes as of February 4, 2019.

**RECITALS**

**WHEREAS**, improving the environment, expanding tree canopy, and infiltrating stormwater runoff in urban areas provides multiple benefits, resulting in TreePeople and the City developing the Project; and

**WHEREAS**, this Project was established to ultimately facilitate the planting and care of up to 750 trees as well as the design and implementation of strategic BMPs in the City with a goal of improving living conditions and health of residents of the City; and

**WHEREAS**, implementation of the Project will result in improved air quality, reduced greenhouse gas (GHG) emissions and urban heat island (UHI) effect, increased local water supply, decreased polluted stormwater runoff, and a more livable environment within the City; and

**WHEREAS**, TreePeople was awarded grants to support the Project, beginning in 2017 and continuing through at least January 30, 2021, including State Coastal Conservancy grant number 18-051; and

**WHEREAS**, State Coastal Conservancy grant number 18-051, which has a work completion date of January 30, 2021, and which requires TreePeople to operate and maintain the Project for 20 years, funds the preparation of final design plans and construction bid documents and permitting for BMPs on streets and parking lots, along with planting of 200 trees; and

**WHEREAS**, City is committed to supporting the implementation of the Project while applying the City’s established guidelines and standards; and

**WHEREAS**, TreePeople has demonstrated through its 44-year history that it has the expertise and experience necessary to facilitate design and implementation of BMPs and

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to mobilize, inspire, educate, and organize large numbers of volunteers in tree planting efforts as well as to promote the importance of planting and caring for trees in the community;

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. PARTY REPRESENTATIVES.

- A. The City hereby designates the City Manager and the Director of Public Works/City Engineer (hereinafter, the “City Representatives”) to act as its representative for the performance of this Agreement. The City Representatives or their designee will act on behalf of the City for all purposes under this Agreement. TreePeople will not accept directions or orders from any person other than the City Representatives or their designee.
- B. TreePeople hereby designates Chief Executive Officer, Cindy Montanez, to act as its representative for the performance of this Agreement (hereinafter, “TreePeople Representative”). The TreePeople Representative will have full authority to represent and act on behalf of the TreePeople for all purposes under this Agreement. The TreePeople Representative or her designee will supervise and direct the performance of TreePeople under this Agreement. Notice to the TreePeople Representative will constitute notice to TreePeople.
2. NOTICES. All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

**TreePeople:**

TreePeople, Inc.  
12601 Mulholland Dr.  
Beverly Hills, CA 90210  
Attn: Cindy Montanez  
Phone: (818) 753-4600  
Fax: (818) 753-4635  
E-mail: dberger@treepeople.org

**City:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Director of Public Works/City  
Engineer  
Phone: (818) 898-1222  
Fax: (818) 361-6728  
E-mail: yemrani@sfcity.org

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

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3. OBJECTIVES

The objective of this Project is to engage and increase awareness among the local community, to increase the tree canopy in the City, and reduce stormwater runoff, and to promote a healthier environment for residents of the City. The Project will engage and educate City residents to support the planting and care of trees. Up to 200 new shade trees will be planted in City parkways and parks. In addition, the Project will complete design of stormwater BMPs, such as vegetated parkway and median bioswales and permeable pavement. The Project brings together two partners with a strong base of assets, including physical resources and decades of experience and expertise. The City will provide storage facilities, permitting, Project guidance, including for contractor selection, and staff support, and TreePeople will provide their proven techniques for motivating and organizing community involvement, equipment, supplies, and labor to plant and care for trees, coordination of BMP design, and overall project management and budget administration. Together, the partners are committed to achieving the goals of the Project.

4. OBLIGATIONS OF PARTIES

In accordance with these objectives and the stated purpose of the MOA, the parties jointly agree to the following:

- a. The City and TreePeople will assess the tree needs of targeted areas in the City;
- b. The City and TreePeople will identify and designate the appropriate size and species of trees to be planted while adhering to the requirements of State Coastal Conservancy grant number 18-051;
- c. The City and TreePeople will identify and designate specific tree planting locations, subject to discretionary approval by the City;
- d. The City and TreePeople will coordinate selection of firms to perform BMP design, subject to approval by State Coastal Conservancy;
- e. The City and TreePeople will coordinate completion of construction bid documents, provided that all such documents and the award of any work of construction shall be subject to all laws applicable City, including but not limited to laws concerning competitive bidding, the payment of prevailing wages and compliance with stormwater runoff requirements;
- f. The City and TreePeople will coordinate regarding BMP design completion, including permitting requirements;
- g. The City and TreePeople will collaborate with other agencies and/or organizations to promote the Project and to achieve Project objectives;
- h. The City and TreePeople will develop operating plans for "Planting and Care Events," including workshops, marketing, and promotions to ensure the long-term care of the trees;

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- i. The City and TreePeople will promote the Project and support the Project objectives;
- j. Nothing in this Agreement shall be construed to commit or otherwise bind the City to contribute any specific monetary sums or any specific resources or quantities of resources.

**The City agrees to the following:**

- a. The City will designate tree planting locations and grant TreePeople access to the locations for the sole and exclusive purpose of site preparation, planting, and care at dates and times mutually agreed upon by City and TreePeople and subject to such reasonable conditions and requirements as the City may require;
- b. The City, in its sole and absolute discretion, may provide facilities, equipment, and staff support to assist TreePeople in completing the Project;
- c. The City will provide storage space for essential tools, equipment, and materials, including a parking space for one truck, subject to the availability of such storage space as determined by City in its sole and absolute discretion and subject to City's absolute right to refuse any items which City determines to be hazardous or otherwise a threat to the health and safety of persons or property;
- d. The City will direct staff to designate tree planting locations and assist TreePeople in selection of tree species;
- e. The City will direct staff at its discretion to assist and support TreePeople in tree planting, tree care, and tree distribution events;
- f. The City will assist TreePeople in promoting tree planting and tree care events;
- g. The City will help with and support selection of firms to complete BMP design;
- h. The City will coordinate permitting requirements for Project implementation, including BMP construction;
- i. The City will maintain Project elements implemented under State Coastal Conservancy grant number 18-051 for at least the duration of this agreement in accordance with a maintenance plan that adheres to ANSI A300 standards for tree care and that has been approved by the State Coastal Conservancy; and
- j. The City will provide access to water to support tree planting and care activities.

**TreePeople agrees to the following:**

- a. Manage grants and other funding sources associated with the Project as authorized by City in its sole and absolute discretion and take responsibility for execution of the Project in a timely and effective manner;
- b. Assure the proper planting of up to 200 trees in City parkways and parks;

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- c. Manage logistics required for proper Project execution in the manner authorized by City in its sole and absolute discretion;
- d. Provide all trees, stakes, ties and required tools for volunteer use at tree planting and care events;
- e. Support tree care to ANSI A300 standards for Project-planted trees during the Project term;
- f. Replace any trees that do not survive during the Project term (prior to January 30, 2021) within sixty (60) calendar days from (i) the date of discovery of any dead tree(s) by TreePeople; or (ii) City's written notice to TreePeople of the need to replace a dead tree;
- g. Coordinate with the City regarding selection of firms to complete BMP design;
- h. Ensure the timely payment of subcontractors enlisted to support Project implementation and promptly secure the release of any and all stop notices and mechanics liens;
- i. Provide grant contract administration and compliance, and monitoring, accounting, and reporting for any Project funding sources acquired by TreePeople, provided that TreePeople shall indemnify, defend and hold harmless City and City's elected and appointed officials, officers, employees and volunteers from all penalties, demands, lawsuits, causes of action, losses, costs, liabilities, claims, expenses or damages arising out of TreePeople's performance of its grant contract administration, compliance, accounting and reporting duties;
- j. Recruit, train, and supervise TreePeople staff and volunteers;
- k. Acknowledge any City in-kind contribution to the Project as a "match" to public grant funds; and
- l. Ensure that all volunteer participants in Project events sign a waiver form approved by City which releases TreePeople and the City from liability, and keep on file a copy of all waiver forms and provide copies of the same to the City upon request.

5. TERM; TERMINATION

A. Term. This MOA will be in effect through January 31, 2041.

B. Failure to Perform.

1. In the event either party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the party alleging an Event of Default will give written notice to the defaulting party (a

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“Default Notice”) which will specify: (i) the nature of the Event of Default; (ii) the action(s) required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.C.2 and 5.C.3 below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

2. TreePeople will cure the following Events of Defaults within the following time periods:
  - i. Within ten (10) business days of City’s issuance of a Default Notice for any failure of TreePeople to timely provide City and City’s employees or agents with any information and/or written reports, documentation or work product which TreePeople is obligated to provide to City or City’s employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, TreePeople may submit a written request for additional time to cure the Event of Default upon a showing that TreePeople has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.C.2.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
  - ii. Within fourteen (14) calendar days of City’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, TreePeople may submit a written request for additional time to cure the Event of Default upon a showing that TreePeople has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.C.2.ii that exceeds thirty (30) calendar days

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from the end of the initial 14-day cure period.

3. City will cure any Event of Default asserted by TreePeople within forty-five (45) calendar days of TreePeople's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.
4. City, in its sole and absolute discretion, may also immediately suspend TreePeople's performance under this Agreement pending TreePeople's cure of any Event of Default by giving TreePeople written notice of City's intent to suspend TreePeople's performance (a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, TreePeople will be compensated only for those services and tasks which have been rendered by TreePeople to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City will operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
5. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
6. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement by TreePeople, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to TreePeople, the City may extend the time of performance; The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for TreePeople's breach of the Agreement or to terminate the Agreement; or
  - ii. The City may exercise any other available and lawful right



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or remedy.

7. In the event City is in breach of this Agreement, TreePeople's sole remedies will include specific performance of the City's obligations under this Agreement; the recovery of reasonable attorney fees as provided under Section 8 of this Agreement; and/or the recovery of any unpaid sums lawfully due and payable to TreePeople under the express terms of this Agreement. City shall not be liable for any consequential damages asserted by TreePeople.

6. LIABILITY/ HOLD HARMLESS

During the term of this MOA, to the fullest extent permitted by law, TreePeople shall indemnify, hold harmless, and defend the City, its officers, agents, elected officials, appointed officials, employees, and affiliated public agencies from and against any and all demands, lawsuits, causes of action, losses, costs, liabilities, claims, expenses, or damages due to death or injury to any person or property, including damage to TreePeople property, that may arise out of or result from the activities or negligent acts or omissions of TreePeople and its officers, agents, employees, contractors, and invitees, or the use of the City's property for the planting of trees or related activities under the MOA. TreePeople shall, at its own cost, expense, and risk, pay all legal costs and reasonable attorney fees connected with defending any and all legal proceedings that may be brought against the City, its officers, agents, and employees on any liability, claim, or demand and satisfy any and all settlements and judgments that may be made by or rendered against any of them arising from activities or negligent acts or omissions of TreePeople and its officers, agents, employees, contractors, and invitees, or from the use of property; provided that the City shall promptly notify TreePeople in writing of any such liability, claims, or demands and provide TreePeople the opportunity to participate in any litigation and/or settlements. TreePeople indemnification under this MOA shall not be applicable to any loss, liability claim or damage, including damage to TreePeople's property, which may arise out of willful or negligent acts of the City's officers, agents, or employees.

7. INSURANCE

During the term of this MOA, TreePeople shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with performance of this MOA. Such insurance shall be of the types and amounts as set forth below:

- A. Comprehensive General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, including products and completed operations, property damage, bodily injury, and personal and advertising injury;

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- B. Automobile Liability Insurance for vehicles used in connection with the performance of the Project with minimum limits of \$1,000,000 per accident for bodily injury and property damage;
- C. Workers' Compensation Insurance as required by the laws of the State of California.
- D. The policy or policies required by this MOA shall be issued by an insurer admitted in the State of California and with a rating of at least "B+:VII" or better, unless otherwise acceptable to the City.

8. MISCELLANEOUS.

- A. COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- B. SUBCONTRACTING: TreePeople will not subcontract any portion of the services, task or work contemplated under this Agreement, except as expressly stated herein, without the prior written approval of City.
- C. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: City reserves the right to employ other contractors in connection with the various projects worked upon by TreePeople. TreePeople will have no obligation to pay, either directly or indirectly, contractors employed by the City.
- D. TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- E. GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- F. ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- G. MITIGATION: Neither Party shall use the Project, or any component thereof,

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for mitigation to compensate for adverse changes to the environment elsewhere.

- H. SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- I. 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.
- J. CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either party but will be construed as if the parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- K. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- L. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- M. CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- N. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- O. ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between City and TreePeople prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the parties pursuant to Section 8.K. above.
- P. COUNTERPARTS: This Agreement will be executed in three (3) original

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San Fernando Calles Verdes Project  
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counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts will be valid or binding unless made to all three counterparts in conformity with Section 8.K., above. One fully executed original counterpart will be delivered to TreePeople and the remaining two original counterparts will be retained by City.

**IN WITNESS WHEREOF**, the City of San Fernando and TreePeople have caused this MOA to be executed by their duly authorized representatives:

“TREEPEOPLE”  
TREEPEOPLE, INC.

\_\_\_\_\_  
CINDY MONTANEZ, Chief Executive Officer

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

“CITY”  
CITY OF SAN FERNANDO

\_\_\_\_\_  
Alexander P. Meyerhoff, City Manager

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Julian J. Venegas, Director of Recreation and Community Services

**Date:** February 4, 2019

**Subject:** Update Regarding the Wild Horse Children's Foundation Partnership

### RECOMMENDATION:

It is recommended that the City Council receive and file this update regarding the Wild Horse Children's Foundation partnership.

### BACKGROUND:

1. On March 9, 2018, staff met with a representative from the Wild Horse Children's Foundation (Foundation) to discuss the possibility of establishing a collaboration for the Yasiel Puig's Dream Field at Pioneer Park (828 Harding Street).
2. On March 29, 2018, staff met with Mr. Puig, his representative and other community-based organizations, to discuss the Yasiel Puig Dream Field vision and what role the City would take in the partnership.
3. On April 16, 2018, the City Council approved a Non-Exclusive License Agreement (Contract No. 1886) with Wild Horse Children's Foundation for Baseball Fields and Concession Stand to Grant Access to Use Park Facilities at Pioneer Park.
4. On May 17, 2018, Foundation representatives met with City staff to voice concerns pertaining to some of the terms in the agreement.
5. On September 20, 2018, a weekly conference call between City staff and Foundation staff was established to negotiate the terms of the agreement.
6. On January 18, 2019, the Foundation signed a Facility Use Agreement for use of the Pioneer Park Baseball Fields.

**Update Regarding the Wild Horse Children's Foundation Partnership**Page 2 of 2

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**ANALYSIS:**

City staff has been working diligently to formulate an agreement with the Foundation, which would include scope of work for improvements, timeline, and budget. A combination of factors delayed the implementation of an agreement between the City and the Foundation.

The terms of the Non-Exclusive License Agreement to use the Pioneer Park baseball fields have been approved and the Foundation has signed the Facility Use Agreement. The Agreement allows the 66'ers, a youth baseball organization (sponsored by the Foundation) to practice and play games at Pioneer Park.

Staff is working closely with the Foundation to develop a long-term lease agreement which would provide for physical improvements of the field house, ball fields and other facilities at Pioneer Park.

Improvements to the other park amenities (i.e., ball fields, play lot, etc.) will be made when the City secures funding from the Foundation and/or state and local grants. The State of California, under Prop. 68 and the Los Angeles County Regional Park and Open Space District, will soon be accepting grant applications for neighborhood park enhancements and revitalization projects. A partnership with the Foundation enhances the City's prospects for receiving such grant funds.

**BUDGET IMPACT:**

There will be no budget impact on the Fiscal Year 2018-2019 General Fund. The Foundation will assume all cost for the renovations to the Pioneer Park Field House.

**CONCLUSION:**

Staff recommends that the City Council receive and file this report updating the Wild Horse Foundation Partnership.





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager

**Date:** February 4, 2019

**Subject:** Consideration to Approve a Social Media Policy

### RECOMMENDATION:

It is recommended that the City Council approve a Social Media Policy (Attachment "A").

### BACKGROUND:

1. A core function of local government is to communicate and provide information to its constituents. It is incumbent upon the organization with that responsibility to do so in a manner that reaches as many constituents as possible within the constraints of limited resources.
2. Over the last 10 years, there has been a fundamental shift in the way people receive news and information. The shift has been away from traditional media (print, television and radio) and professional journalism to digital information posted by, and shared informally between, friends, neighbors and non-traditional media outlets.
3. In 2016, the City joined multiple social media platforms (i.e. Facebook, Instagram and Twitter) in an effort to more effectively communicate and provide information to constituents.
4. In 2018, the City launched the official City of San Fernando page on Nextdoor.

### ANALYSIS:

The City recognizes the importance of social media and values the opportunity to communicate with public. The City strives to reach a broader audience to convey information about the City's mission, meetings, activities and current issues. The City has an overriding interest and expectation to protect the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials. As such, the City has determined the need for a Social Media Policy to ensure that the City's social media outlets maintain the highest professional image, as

**Consideration to Approve a Social Media Policy**Page 2 of 2

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well as meet legal standards. The policy shall establish oversight, administration and management guidelines for departmental use of social media to further the goals of the City.

**Administrative Rights and Responsibilities.**

All platforms, including usernames and passwords, are administered by the City Manager's Office to ensure that content is consistently branded and contains visual elements/graphics that clearly identify official City programming. Each platform is monitored regularly for exploitation, misuse and that all comments are appropriate to the related post. See Attachment "B" for a complete list of official Social Media platforms.

**Content.**

Content should be useful, relevant, and clearly communicated. Content ideas (i.e., program information, meeting notices, special events, etc.) may be initiated by any department. To reinforce a consistent and uniform appearance, the City Manager's Office will determine the appropriate social media platform and tools to utilize. Content is scheduled to post using various methods (e.g., native platform or a social media dashboard) and timed to ensure optimum performance of each platform, as well as engaging its respective followers.

**BUDGET IMPACT:**

There is no budget impact associated with approving a Social Media Policy. Staff time involved in administering and maintaining each social media platform is included in the City Manager's work plan for the Fiscal Year 2018-2019. Additionally, establishing a Social Media Policy is an integral aspect of remaining in compliance with the City's Cyber Risk Policy that provides the City with financial security in the event of a cyber breach.

**CONCLUSION:**

Establishing a Social Media Policy clearly states the City's intent in maintaining the highest professional image of the City, as well as meeting legal standards and complying with all City policies and codes of conduct.

**ATTACHMENTS:**

- A. Social Media Policy
- B. Official Social Media List
- C. Draft Social Media Request Form

## POLICY/PROCEDURE

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
SOCIAL MEDIA POLICY	FEBRUARY 4, 2019	FEBRUARY 4, 2019
	CURRENT DATE	EFFECTIVE
	FEBRUARY 4, 2019	FEBRUARY 4, 2019
CATEGORY	POLICY NO.	SUPERSEDES
COMMUNICATION	ADM-	N/A

### MANAGEMENT POLICY/PROCEDURES

#### SECTION I. PURPOSE

The City of San Fernando (City) recognizes the importance of social media, communicating with public and reaching a broader audience to convey information about the City's mission, meetings, activities and current issues. The City has an overriding interest and expectation to protect the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials. The purpose of this policy is to ensure that the City's social media outlets maintain the highest professional image of the City of San Fernando and meet legal standards. The policy shall establish oversight, administration and management guidelines for departmental use of social media to further the goals of the City.

#### SECTION II. STATEMENT OF POLICY

This policy applies to all City of San Fernando officials, employees, volunteers and designated contractors who, as part of their job responsibilities and requirements, are authorized to speak on behalf of the City in their official capacity.

1. Primary communication: While City-approved social media sites are to be used for the purpose stated above, they are not intended to serve as the primary means of City communication.
2. Official postings: City social media sites shall clearly state that such sites are officially maintained by the City and that the sites comply with the City's social media policy. All postings on City social media sites should reflect information that can be found on the City's official website or by other official communication means. City social media used on City's behalf is not intended to be a source of original or new City content. If original or new content is created with any social media site on the City's behalf, it must be captured in a record keeping system that comports with the City's record policy.
3. City identification: To the extent possible, City social media sites shall be consistently branded, contain visual elements/graphics clearly identifying such sites as official City sites, and distinguishing them from non-professional or personal use. Such identification of official City social media sites shall include the use of City logos, contact information including an official City email address, link to the official City website, and links to other social media sites as applicable.
4. The City Manager is designated as the City's Public Information Officer.

5. **Public Information Officer:** The Public Information Officer (PIO) is responsible for administration of the City's social media sites, enforcement of this policy, and securing protection of City information technology assets against potential distractive technical incidents in the context of social media use. Approval of social media sites under consideration by the City shall be made by the PIO following consultation from legal counsel, human resources, and risk management personnel, as appropriate.
6. **Compliance:** Only employees who are authorized by the PIO may post on social media sites on behalf of the City. Employees representing the City on social media sites shall conduct themselves at all times as a professional representative of the City and shall comply with all City policies and codes of conduct.
7. **Authorization:** Only employees authorized in writing by the PIO may establish and moderate City social media sites. Authorized employees may also be designated appropriate levels of social media use, as follows: publish, edit, comment, or review only. Other than the foregoing, the employee shall not share personal information about himself/herself or any other City employee. Those authorized to speak on behalf of the City and social media sites shall only address issues within the scope of their specific authorization.
8. **Site termination/duty of care:** The City reserves the right to terminate official City social media sites at any time without notice. The use of social media by the City is not intended to create any contract with anyone at any time or in anyway, nor is any use of social media by the City intended to create an expectation of action to be taken by the City. The public is warned that there is no reasonable expectation that City, nor any emergency services of the City, will respond to any social media posting. City's use of social media is not intended to, nor does it create, nor may it be relied upon to create, any rights in force by law of any party in any civil or criminal action, nor do they create any obligation or duty of care.
9. **Laws:** All City social media sites shall adhere to applicable federal, state and local laws as well as City policies and regulations.
10. **Public Records Act:** City social media sites are subject to the California Public Records Act. Any content maintained on the official City social media format that is related to City business, including a list of subscribers, posted communications and communication submitted for posting, may be considered a public record and subject to public disclosure. California Public Records Act requests for the production of social media content shall be referred to the City Clerk and City legal counsel for review and further handling.
11. **Brown Act:** City social media sites shall be managed consistent with the Brown Act (California Government Code Section 54950 et. seq). City Council members (and all City commissioners) should not respond to any published postings, or use the City social media sites or any other form of electronic communication to respond to, blog or otherwise discuss, deliberate or express opinions on any issue within the subject matter jurisdiction of the City Council (or City Commission), or for any political purpose, because such responses may create a meeting in violation of the Brown Act.
12. **City officials and employees (staff)** may not use public resources for personal or campaign purposes.
13. **Rights to amend:** Technology, social media capabilities and scope, and online behaviors are changing constantly. Because of this constant adjustment and adaptation, the City reserves the right to change

modify or otherwise amend all or part of this policy at any time.

14. Dissemination of Information: The City seeks to provide timely information to the public. Where possible, the City will disable public comment functions on its social media sites. Posts will direct comments to a City email address.

### **SECTION III. PROCEDURE**

1. Monitoring and approval: Administration of the City's social media sites shall include, but is not limited to regular monitoring of each site, as well as reviewing and approving all content for the City's social media sites and responding to users as appropriate. The City reserves the right to refrain from posting or to remove any content at its discretion. Such administration shall also include ensuring compliance with City and authorize posters on City's behalf with all applicable federal, state, county and local laws, regulations and policies.
2. Corrections: In the event that any social media communication needs to be corrected, amended or clarified, the PIO will determine what qualifications or supplement to the earlier social media communication is needed. Employees seeking a correction should immediately raise any concerns with the PIO.
3. List of sites: The PIO shall maintain a list of all City social media sites that are approved and operating along with usernames and passwords. Usernames and passwords shall remain confidential and shall not be shared with employees.
4. Accuracy/Review: The PIO must maintain accurate City information on social media sites and check for exploitation and misuse by reviewing and updating each social media site as necessary and appropriate on a regular basis.
5. Establishment and use: No City Department, Commission, or City sponsored program may establish a social media site(s) without prior approval of the PIO.
6. City social media sites shall be established using only an official City email address.
7. Employee violations: Any City employee who violates policy may be denied access to all City social media sites and subject to disciplinary actions.
8. Business purposes: City social media sites shall be maintained by designated employees and may be used for business purposes only. The City's Social Media Policy governs the use of any City administered social media site; regardless of whether the site (s) is (are) accessed from City computers or from computers outside the City.
9. Restrictions/Removal of Content: The City reserves the right to restrict or remove any content that is in violation of any applicable law or the City's Social Media Policy. Any content which is removed will be retained by the City for a reasonable period of time, and will include the time, date, and username or screen name of the content originator when possible.
10. Sponsored by City: All social media sites established and administered by the City will clearly state that

they are sponsored by the City and either show or provide a link to the City's Social Media Policy and comments policy.

11. Links: Whenever possible, all social media sites shall be linked via the appropriate technology to the City's website for forms, documentation, online services and any other information or services necessary to conduct business with the City.
12. Staff time: All staff time allocated to social media sites will be to conduct City business only.
13. Password: City social media passwords shall not be shared with any unauthorized personnel.

#### **SECTION IV. CONTENT**

1. As a public entity, the City must abide by certain standards to serve all of its constituents in a civil and unbiased manner.
2. Comments or contents containing any of the following inappropriate forms of content shall not be permitted and are subject to removal and/or restriction by the City:
  - a. Comments not related to the business of the City (or specific department, if Department – specific site), or not relevant to the original topic;
  - b. Violent, profane, obscene or pornographic content and/or language;
  - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, or national origin;
  - d. Content that threatens or defames any person or organization;
  - e. Content that is hateful or incites violence;
  - f. Solicitation of commerce, including but not limited to, advertising of any non-government related event, or business or product for sale;
  - g. Conduct in violation of any federal, state or local law;
  - h. Encouragement of any illegal activity;
  - i. Information that may tend to compromise the safety or security of the public or public systems; and
  - j. Content that violates a legal ownership interest, such as a copyright, of any party.

#### **SECTION V. AUTHORITY**

By order of the City Council Motion (Item No. \_\_\_\_), Policy adopted by the City Council on February 4, 2019.



**ATTACHMENT "B"****OFFICIAL SOCIAL MEDIA**

Follower Count As Of 1/30/19

**FACEBOOK (FB)**

An online social media and social networking platform that allows users to share updates, photos, send messages, and videos, as well as FB Live videos.

Currently, the City maintains four pages:

**[@TheCityOfSanFernando](#)**

The official FB page for the City; 2,661 followers.

All City-related and City-sponsored (and co-sponsored) programs (i.e., recreation, cultural arts, police, sports, refuse, community events, special events, public meeting notices, weather advisories, etc.) are posted here.

**[@SanFernandoPolice](#)**

The official FB page for the San Fernando Police Department; 3,360 followers.

All police-related programs (i.e., Neighborhood Watch, Business Watch, special events, safety information, etc.) are posted here.

**[@SFRecreation](#)**

The official FB page for the Recreation and Community Services Department; 454 followers.

All department-related programs (i.e., recreation, sports, wellness, senior, special events, etc.) are posted here.

**[@HealthySanFernando](#)**

The official FB page for the Healthy San Fernando Campaign; 977 followers.

All health-related programs (i.e., wellness, sports, fitness, special events, etc.) are posted here.

**INSTAGRAM (IG)**

A mobile-based photo and video-sharing social networking platform that allows users to capture, edit and share photos, videos and messages.

Currently, the City maintains one page:

**[@OfficialCityOfSanFernando](#)**

The official IG page for the City; 1,840 followers.

As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here.

## OFFICIAL SOCIAL MEDIA

### City of San Fernando

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#### TWITTER

An online news and social networking platform that allows users to post and interact with messages known as “tweets” that are restricted to 240 characters.

Currently, the City maintains three pages:



##### [@CitySanFernando](#)

The official Twitter page for the City; 277 followers.

As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here.



##### [@SanFernandoPD](#)

The official Twitter page for the San Fernando Police Department; 484 followers.

As with the Police Department's FB page, all police-related programs are posted here.



##### [@FitSanFernando](#)

The official Twitter page for the Healthy San Fernando Campaign; 41 followers.

As with the Campaign's FB page, all health-related programs are posted here.



#### NEXTDOOR

An online private social network platform that allows neighborhood communities to share what's happening in the local community.

Currently, the City maintains one page:



##### [City-Of-San-Fernando](#)

The official Nextdoor page for the City. As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here. For government agencies, this is an opt-out platform (residents in San Fernando's geographic area are automatically subscribed to the City's feed unless they opt-out). 738 members have joined Nextdoor out of 7,435 households.

# Social Media Request Form

\* Required

1. I have read the City of San Fernando Social Media Policy and this social media post complies with the policy \*

Check all that apply.

☐ Yes

2. Today's Date:

Example: December 15, 2012

3. Department Name: \*

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4. Name of Submitter: \*

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5. Include the time and date that you would like your files to be posted (i.e. ASAP, Next Week, Tuesday 9:00am)

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6. Upload the file(s) that you would like posted. (i.e. Image, Video, GIF, Flyer)

Files submitted:

7. Create a "caption" that you would like along with your file. (i.e. Short summary, reminder, link)

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8. If you would like a post created for you, insert all information necessary

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**9. Insert any hashtags that you would like used on your post (i.e. #SanFernandoVotes, #Hiring)**

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**10. If you would like to tag (link) any other accounts to your post, please include their social media names (i.e. @lapdhq, @sfcitychamber)**

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**11. Extra Information: (Is this a repeating post, special requests etc.)**

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**For Public Information Officer:****12. Date Received and Processed**

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**13. Approved/Denied***Mark only one oval.*☐ Request has been approved☐ Approved has been denied**14. Reason for denial:**

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Vice Mayor Sylvia Ballin

**Date:** February 4, 2019

**Subject:** Discussion Regarding a Social Media Policy and Any Contracts or Requests for Proposals Related to Information Technology Services

### RECOMMENDATION:

I have placed this item on the agenda to discuss the City's social media policies and any contracts or requests for proposals related to our information technology services (Attachments "A"-"C").

### BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

### ATTACHMENTS:

- A. Request for Proposals for Information Technology Management Services (1-8-19)
- B. Professional Services Agreement with Tekwerks (4-20-15)
- C. Contract No. 1773 with Knight Communications Information Technology Management Services (12-2-14)

## ATTACHMENT "A"

**NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

in strict accordance with the Specifications on file in the office of the SAN FERNANDO FINANCE DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml>.

One original and one electronic copy of the proposal must be submitted to the FINANCE DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Thursday, February 21, 2019**. In lieu of providing an original copy, proposals will also be accepted via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Elena Chavez, City Clerk

Published in **The San Fernando Sun** on **January 17, 2019**.



Information Technology Management Services

## REQUEST FOR PROPOSALS



The Finance Department is requesting proposals for:

### Information Technology Management Services

RELEASE DATE: January 8, 2019

RESPONSE DUE: February 21, 2019

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## GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced professional firm to provide full service information technology management, including, but not limited to, network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Work.

## BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 100 full-time employees and an additional 50 part-time and seasonal employees with a total Adopted Budget for fiscal year 2018-2019 of \$42.4 million, which includes a General Fund budget of \$19.3 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City outsources all IT functions, including client help desk support, desktop technician support, network administration and security, system administration and security, applications development, applications maintenance, data base administration, and specific project development, implementation and support. Information technology consultants are currently managed by the Finance Department with close coordination between all user departments.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. As such, the City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide information technology management services, specifically in the areas of desktop technician support, network analysis and administration, software support and computer operations. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

## INSTRUCTIONS TO SUBMITTING FIRMS

### A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective and service-oriented manner.

**B. Questions/Clarifications**

Please direct any questions regarding this RFP to Nick Kimball, Deputy City Manager/Director of Finance, via e-mail at [nkimball@sfcity.org](mailto:nkimball@sfcity.org). Questions must be received by **5:30 p.m. on Monday, February 4, 2019**. All questions received prior to the deadline will be collected and responses will be posted on the City's website by close of business on **Friday, February 8, 2019**.

**C. Submission of Bid Proposals**

All bid proposals shall be submitted to:

City of San Fernando  
Office of the City Clerk  
117 Macneil Street  
San Fernando, CA 91340

Proposals must be received no later than **5:30 pm on Thursday, February 21, 2019**. All proposals received after that time will be returned to the Proposer unopened.

The prospective firm shall submit one (1) electronic copy in .PDF format (preferably on a Windows compatible thumb drive) and five (5) bound hard copies of its bid proposal in a sealed envelope, addressed as noted above, bearing the firm's name and address and clearly marked: **"City of San Fernando RFP - Information Technology Management Services"**

**D. Withdrawal of Proposals**

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

**E. Rights of City of San Fernando**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;

- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

**F. Contract Type**

It is anticipated that a standard form professional services agreement (Attachment “A”) will be signed subsequent to City Council review and approval of the recommended firm. Please review the contract and submit any requested changes with your proposal.

**G. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **CURRENT TECHNICAL ENVIRONMENT**

The City of San Fernando’s technical environment consists of seven (7) sites, thirty (30) servers, one hundred fifty (150) workstations, as well as a number of network appliances, systems, and software applications. This section will cover the following:

1. Physical Network Layout.
2. Logical Network Layout.
3. Core Systems.
4. Servers and Network Applications.
5. Network Appliances.
6. Workstations.
7. Software and Desktop Applications.

### **1. Physical Network Layout**

The City’s network consists of seven (7) sites: 1) City Hall, 2) Public Works Operations Center, 3) Public Works Yard, 4) Police Department, 5) Las Palmas Park, 6) Recreation Park and 7) Regional Aquatics Facility/San Fernando Courthouse. NOTE: Regional Aquatics Facility/San Fernando Courthouse contain some City network/communications equipment, however, these sites are operated by the County and the City has no IT management responsibility at these sites.

The core network and servers are all housed in City Hall. The Police Department and Public Works Yard connect to City Hall over fiber optic cables. Las Palmas Park and the Aquatics Facility connect to the San Fernando Courthouse over microwave point-to-point links, which in turn connects to City over fiber optic cables. Recreation Park connects to the Aquatics Facility over Ethernet. Additionally, the Police Department vehicles utilize a Motorola Wireless Mesh network and Verizon's MPLS network with a private subnet that connects to the City's network over a T1 line.

At each site, all computers connect to the network over Ethernet. All cables are terminated at a central location and are connected to Cisco switches.

## **2. Logical Network Layout**

The City's network is based on the campus model – consisting of core, distribution, and access layers. It is segmented into multiple networks, including:

- The management network contains the core and distribution switches, as well as various network appliances and network management tools.
- The Dell VRTX blade server and integrated SAN, handles all the traffic between the SAN and three (3) VMware server hosts with room for one (1) additional blade server.
- The City network consists of workstations and network devices in City Hall and the Public Works Operations Center.
- The Police network consists of workstations and network devices in the Police Department. It also handles secure connections to: 1) the Police Department's Virtual Patrol network, a city-wide wireless mesh network that provides access to cameras in multiple locations throughout the City; 2) the Los Angeles Sheriff's Data Network for access to secure law enforcement websites hosted by LASD and the Department of Justice; 3) a Radio IP Multi-IP mobile VPN tunnel that allows Police vehicles to access network resources over the Motorola Mesh or Verizon network.
- The Virtual Patrol Network consists of all network devices, police vehicles, wireless mesh nodes, servers, and network video recorders that make up the Virtual Patrol camera system.
- The Radio IP Network consists of a Multi-IP server that handles the Mobile VPN tunnel and the vehicles that connect it.
- The Public Works Yard Network consist of the computers and network devices at the Public Works Yard, which connects to the City Hall network over a site-to-site VPN.
- The Recreation Park Network consists of all workstations and network devices at Recreation Park and the Regional Pool Facility.
- The Las Palmas Park Network consists of all workstations and network devices at Las Palmas Park.

The network also contains a DMZ for access to web applications over the Internet and an internal wireless network. Additionally, select users can VPN into the network.

### **3. Core Systems**

The core system of the network is made up of a Dell VRTX and three Dell blade servers running VMWare vSphere Standard 6.0. This system runs most of the City's servers – approximately 28 virtual servers – and is managed through vCenter. This system utilizes High Availability and vMotion technologies, as well as a number of other features.

### **4. Servers and Network Applications**

The City utilizes approximately 30 servers to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

- Active Directory/DNS Management
- File Management
- Print Management
- Windows Software Updates Services
- Microsoft Exchange 365 Plan 2
- Microsoft SQL Server 2005/2008/2012
- Microsoft IIS Server
- ESET Antivirus Remote Administrator Server
- Apache Tomcat
- Radio IP Multi-IP
- Edgesoft AIMS
- TriTech InforumRMS
- TriTech VisionCAD
- TriTech VisionMobile
- 3M LPR
- Tyler Eden Financials
- HdL Business License and False Alarm
- Progressive Cashiering
- Silicor Technologies WindowVision DVR Server
- OnSSI Ocularis
- KeyScan Access Control
- Various Legacy Applications

For a complete list of server and network applications in use by the City, see Attachment A.

### **5. Network Appliances**

A number of network appliances perform key functions on the City's network. These appliances include:

- Barracuda Web Filter

- Barracuda Spam Firewall
- Barracuda Message Archiver
- Cisco Meraki Firewalls
- Cisco Meraki Wireless Access Points
- D-Link Print Servers
- Raritian Network KVM
- TrippLite/Eaton Uninterruptable Power Supplies

## **6. Workstations**

The City has approximately 150 workstations across all sites. A breakdown is as follows:

- City Hall: 50 workstations
- Police Department: 40 workstations and 20 vehicle-mounted data terminals (MDTs)
- Public Works Yard: 20 workstations
- Recreation Park: 10 workstations
- Las Palmas Park: 10 workstations

## **7. Software and Desktop Applications**

City workstations utilize a standard software suite, as well as specialized applications. The standard workstation has the following configuration:

- Windows 7/10 pro
- Microsoft Office 2003/2010/2016
- ESET Endpoint Antivirus
- Adobe Acrobat Reader/Standard/Professional

In addition to the standard software suite, individual departments utilize specialized software:

- Finance uses Tyler Technologies' Eden Financial Solutions, HdL Business License, HdL False Alarm, and Progressive Cashiering software.
- Public Works and Community Development use Edgesoft's AIMS for land management, as well as a Map guide server.
- The Police Department uses TriTech's, VisionCAD, VisionMobile and InforumRMS for dispatch, records management, and patrol. Additionally, OnSSI's Ocularis video monitoring software is used to monitor cameras on the Virtual Patrol Network.

## **8. Current Projects**

The following major IT projects are currently underway:

- Backup system upgrade to new hardware and software from the current system running.

- Switches at City hall need to be upgraded.
- PC's with Windows 7 need to upgrade to Windows 10 before end of life support from Microsoft.
- Finish PD MDT upgrade PC installations.
- Dispatch PC's need to be upgraded.
- Upgrade Police File Server ASOK.
- Domain upgrade from Server 2003 to Server 2012.
- AIMS amazon cloud based upgrade.
- VM-Servers with old Windows server OS need to be upgraded to Windows Server 2012.
- VM-Servers with old SQL need to be upgraded to SQL 2012.
- Server for Rec Park needs to be installed but advised to move network out of water damp room.
- GIS server and software project for Public Works.

## **SCOPE OF SERVICE**

### **A. CITY TO PROVIDE**

1. The City will provide training in regard to the City's office, procurement, policies, and behavior standards.
2. The City is responsible for purchasing new equipment and planned replacements.

### **B. FIRM TO PROVIDE**

1. The Firm shall provide adequate backup staffing resources to address major and immediate problems, staffing irregularities, and planned significant upgrades.
2. The Firm shall have advanced level technical resources, or consultants, available to guide and support the on-site technicians and relevant City staff when complex and significant problems arise.

### **C. MINIMUM PERFORMANCE EXPECTATIONS**

The Firm is expected to:

1. Provide timely, professional and effective services.
2. Work harmoniously with City staff and other city contractors.
3. Conduct regular status and information meetings with management.



4. Provide regular and timely reports on outstanding issues, work accomplished, and general network health.
5. Make recommendations on improving City processes.
6. Enforce all City policies relating to the use of information technology resources.

#### Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally, they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

1. Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 am to 5:30 pm, Monday through Friday.
2. Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
3. Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
4. Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
5. Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
6. Desktop Support Technicians will give Client opportunity to test system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
7. Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
8. The Firm's staff is expected to provide their own transportation between City sites during their support activities.

## Computer Operations

The City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:30 am and 5:30 pm. Execution of scheduled batch runs and processes include:

1. Review of all process logs for normal execution and performance.
2. Preparation of reports and outputs for distribution on next regular work day.
3. Review of security logs and for unusual activity.
4. Performing backups, backup rotations and restores of all systems, servers, network equipment.
5. Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
6. Monitoring and reporting status of servers (disk allocations, etc.).
7. Monitoring and reporting on status of network.
8. Logging activity event entries into Operations Activity Log.

Additional computer operations duties include:

1. Cleaning and organizing Computer Room.
2. Checking on versions of software that require updates.
3. Maintaining process and operational documentation for Operations and Network Groups.
4. Maintaining inventory of supplies.
5. Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., including acquisition date, warranty date, maintenance agreement location, maintenance and repair contact number.
6. Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc., including acquisition date, warranty date, maintenance agreement location, maintenance and repair contact number.
7. Preparing and maintaining a Disruption Plan.

### Network and Systems Support

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 am to 5:30 pm, Monday through Friday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

1. Network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
2. Maintenance and installation of network cabling outside of the computer room is NOT part of this proposal. Separate proposals will be solicited for network cable installation services.
3. Network and network device performance monitoring, diagnostics, and tuning.
4. Network and network device configuration and version updates to keep within two versions of current.
5. Network and network device configuration management and record keeping.
6. Network, network device and server capacity monitoring and planning.
7. Network, network device and systems security administration and record keeping consistent with City policies.
8. Firewall monitoring for intrusion attempts, attacks, viruses, etc.
9. Firewall configuration and version updates.
10. Server OS configuration and version updates to keep within two versions of current.
11. Network intrusion and Virus software management (keeping current updates and versions).
12. Coordination and cooperation with other City service providers.

### Communication and Analysis

The Firm is expected to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. Proficient writing skills are essential, and firm's analysis should be thorough.

## PROPOSED TERM OF CONTRACT

The proposed term of the contract is up to five (5) years.

## INFORMATION TO BE SUBMITTED

Prospective Firms must submit one unbound and five complete bound copies of their proposal.

Include a Section 1 with a *Proposal Summary*:

This Chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this Chapter to a total of up to **three pages** including the separate sheet with contact personnel.

Include a Section 2 on *Profile of the Proposing Firm(s)*:

This Chapter shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources. If applicable, include all other firms participating in this Proposal, including similar information about the firm/subcontractors.

Additionally, this section shall include a listing of any lawsuit and/or subcontractors litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

Include a Section 3 on *Qualifications of the Firm*:

This Chapter shall include a brief description of the Firm's and sub-contractor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

#### Include a Section 4 on *Work Plan*:

In this Chapter, present a well-conceived service plan. This section of the proposal shall establish that the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the Firm and any subcontractors in similar work. Please describe the role, extent of services (number of people used or saved, engagement duration, and contract value). Provide standard written operating procedures that cover the normal industry standard activities for Desktop Technicians, Network Administration and Security, Computer Operations and any other activities proposed by the Firm.

#### Include a Section 5 on *Project Staffing*:

In this Chapter, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm's personnel shall be included. Key Firm personnel will be an important factor considered by the Review Team or Committee. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

#### Include Section 6 on *Proposed Innovations*:

The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost saving or efficiency enhancing innovations.

#### Include Section 7 on *Proposal Costs Sheet and Rates*:

In this Chapter include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for extra after-hours services or any other services that are considered optional additions.

## PROPOSER QUALIFICATIONS

1. The City requires proposals submitted by primary firms only. The prime firm will have completed and exclusive responsibility for satisfying all City conditions and requirements at

all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.

2. All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the City.
3. Prime firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.
4. Prime firm must have experience in providing similar work in at least two similar organizations.
5. Close cooperation and productive working relationships between all parties are essential to the City. If there are irresolvable difficulties in the relationships between parties that impact service delivery to the City, either or both parties' contract will be terminated.

## **SCHEDULE FOR SELECTION**

RFP available on City's website:	January 8, 2019
Optional job walk:	January 24, 2019 @ 2:00pm San Fernando City Hall 117 Macneil Street San Fernando, CA 91340
Deadline for submittal of questions:	February 4, 2019
Response to questions posted to City website:	February 8, 2019
Deadline for submittal of Proposal:	February 21, 2019 @ 5:30pm
Interviews (if necessary)	Late March 2019
Agreement presented to Council for review and approval:	April 22, 2019 (tentative)

## **METHOD OF SELECTION AND NOTICES**

A review team appointed by the City Manager will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.



## PROFESSIONAL SERVICES AGREEMENT

**[INSERT Name of Consultant]**

**[INSERT Brief Description of Engagement]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and **[INSERT NAME OF CONSULTANT]**, a **[INSERT TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.]** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
  - 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
    - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within \_\_\_\_\_ (\_\_\_\_\_) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than \_\_\_\_\_ calendar days from the issuance of the Notice to Proceed (the "Completion Date");
    - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
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- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

### 1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is [INCLUDED AS AN EXHIBIT] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of [REDACTED] DOLLARS (\$ [REDACTED]) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access



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and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Deputy City Manager/Director of Finance (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training,

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knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

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- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory



## PROFESSIONAL SERVICES AGREEMENT

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immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## **V. TERMINATION**

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY

## PROFESSIONAL SERVICES AGREEMENT

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pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant



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additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision

## PROFESSIONAL SERVICES AGREEMENT

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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**CONSULTANT:****[INSERT Business Name of Consultant]****[INSERT Business Address]**Attn: **[INSERT Name/Title of Consultant's chief contact]**Phone: **[INSERT Phone Number]**Fax: **[INSERT Fax Number]**Email: **[If available, INSERT e-mail or delete]****CITY:**

City of San Fernando

Finance Department

117 Macneil Street

San Fernando, CA 91340

Attn: Director of Finance

Phone: (818) 898-7307

Fax: (818) 365-8090

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

## PROFESSIONAL SERVICES AGREEMENT

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- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement 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

**PROFESSIONAL SERVICES AGREEMENT****[INSERT Brief Description of Engagement]**Page 16 of 17

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addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT****[INSERT Brief Description of Engagement]**Page 17 of 17

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

**CITY OF SAN FERNANDO****[INSERT BUSINESS NAME OF  
CONSULTANT, E.G., ACME CORP. A  
CALIFORNIA CORPORATION ETC.]**

By: \_\_\_\_\_  
Alexander P. Meyerhoff, City  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SAN FERNANDO  
SHORT-FORM PROFESSIONAL SERVICES AGREEMENT**

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the 20<sup>th</sup> day of April, 2014 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and Tekwerks (hereinafter referred to as "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall provide or furnish the following specified services and/or materials: Web Site Re-Design.

2. EXHIBITS. The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Proposal from CONTRACTOR dated April 20, 2015 and attached hereto as Exhibit "A".

3. TERMS. The services and/or materials furnished under this Agreement shall commence April 27, 2015 and shall be completed by July 20, 2015, unless terminated pursuant to Section 5(n).

4. COMPENSATION. For the full performance of this Agreement:

a. CITY shall pay CONTRACTOR an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

c. CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONTRACTOR for incomplete goods/services.

5. GENERAL TERMS AND CONDITIONS.

a. HOLD HARMLESS. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability



of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

b. INSURANCE. CONTRACTOR shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

c. WORKERS COMPENSATION INSURANCE: Minimum statutory limits.

d. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: General Liability and Property Damage Combined.

e. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

f. AUTOMOBILE INSURANCE: \$1,000,000.00 per occurrence.

g. ERRORS AND OMISSIONS INSURANCE: \$1,000,000.00 aggregate.

h. NOTICE OF CANCELLATION: CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

i. CERTIFICATE OF INSURANCE: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, its elective and appointed officers, employees, and volunteers" as additional insureds.

j. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

City of San Fernando  
Attn: Julie M. Fernandez  
Executive Assistant to the City Manager  
117 Macneil Street  
San Fernando, CA 91340  
[jfernandez@sfcity.org](mailto:jfernandez@sfcity.org)  
Tel: (818) 898-1202  
Fax: (818) 361-7631

k. NON-DISCRIMINATION. No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

l. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee

relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

m. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

n. TERMINATION. This Agreement may be terminated by CITY upon seven (7) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

o. RECORDS. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONTRACTOR hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONTRACTOR agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

p. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

6. INVOICING. Send all invoices to the contract coordinator at the address above.

This Agreement shall become effective upon its approval and execution by CITY.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

**CITY**By:  \_\_\_\_\_Name: BRIAN SAEKITitle: CITY MANAGER**CONTRACTOR**By:  \_\_\_\_\_Name: TOM ROSSTitle: CEO

**Exhibit "A"**  
**(Proposal/Scope of Work)**

EXHIBIT "A"



# Web Site Re-Design

Prepared for: The City of San Fernando

Tom Ross, Tekwerks



## Project Outline

This Document has been prepared by Tekwerks As an outline and scope definition for the redesign, construction, and hosting of a new web site for the city of San Fernando. Tekwerks and its contractors will perform all work under this agreement and will provide training to staff at the city once complete. We will work with staff as defined by the city Manager to assist them in gathering content and managing the site once live. Should there be additional work that develops during the construction, Tekwerks will quote and perform this work as-needed for additional agreed upon fee's.

### **Project Scope:**

Using the city's current site as original guide, and provided with content by designated city staff, Tekwerks will provide a new site design using WordPress as a framework for the site, and assuring conformity to HTML5 and its associated dynamic content rules. We will provide an outline of the site, descriptions of the pages and content for approval prior to construction. Each step will include opportunity for staff to approve and review.

Core features will include:

Wordpress framework and associated admin functions

calendar

customer response form

SEO functionality and management through WordPress.

Photos and video on designated pages

document upload and management through WordPress

Hosting of the site through Tekwerks.

Terms:

We expect development and construction to take no longer than 8 weeks. timelines will also be affected by content provisions. Tekwerks will not provide photography, content creation, correction or other editorial functions. Where no content is provided pages will be blank or content will be pulled from prior web site. Construction will be done on development servers hosted by Tekwerks and access will be provided for review during construction. A down payment of 50% of the quote will be required upon agreement of terms in order to begin work. A second payment will be required at 4 weeks, and a final payment due at go-live.

Cost for above: \$6,500.00



Please review above. Should you have questions, comments or additions, please call us any time to discuss. You can sign below upon approval and return you copy with the down payment.

We thank you for the opportunity and look forward to working with you on this project.

Tom Ross

Tekwerks

451 S. Brand Blvd #207

San Fernando Ca 91340

818-365-1986 tel

818-365-1964 fax

[tomtech@tekwerks.com](mailto:tomtech@tekwerks.com)



## ATTACHMENT "C"

CONTRACT NO. 1773

2014

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Information Technology Management Services)  
(Parties: City of San Fernando and Knight Communications, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 2<sup>nd</sup> day of December 2014 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Knight Communications, Inc. (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

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

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY require the performance of professional information technology management services in connection with the daily management of the City's computing and networking resources; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of December 1, 2014 under Agenda Item 11 ; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:**



I.  
SCOPE AND PROSECUTION OF WORK; COMPENSATION

**1.1 SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled **"Response to City of San Fernando RFP for Information Technology Management Services"** and dated as of September 25, 2014 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

**1.2 TERM:**

- A. This Agreement shall have a term of three (3) years commencing on January 1, 2015 (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one-year extension terms, in the sole and absolute discretion of CITY, provided CITY issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

**1.3 COMPENSATION AND COMPENSATION CONTROLS:**

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the In consideration for the performance of the Work, CONSULTANT shall be paid a flat monthly fee of Ten Thousand Dollars (\$10,000) per month during the Initial Term of this Agreement or any subsequent extension term.
- B. In so far as CONSULTANT seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the approved annual contingency of up to ten percent (10%) of the contract amount, Not-to-Exceed \$12,000 annually.

**1.4 PAYMENT OF COMPENSATION:**

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

**1.5 EXTRA WORK: COMPENSATION FOR EXTRA WORK:**

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and

customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule as identified in Attachment A.

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

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Nick Kimball, Finance Director, (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates Paul Ramakrishnan, Chief Executive Officer to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
- B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEE OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 **SAFETY:** CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.



- 2.10. **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 **REQUIRED COVERAGES:** CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
  - B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
  - D. **Professional Liability Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.
- 3.3 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also

accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE**: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION**: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE**: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS**: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.9 **SUBCONTRACTORS INSURANCE COVERAGE**: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 **NO LIMITATION ON LIABILITY**: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

#### IV. INDEMNIFICATION

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

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

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

4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such



termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Paul Ramakrishnan, CEO  
Knight Communications  
427 North Yale Ave., Suite #201  
Claremont, CA 91711  
paul@knightcommunications.com  
Tel: (909) 621-3559

**CITY:**

City of San Fernando  
Finance Department  
Attn: Nick Kimball  
117 Macneil Street  
San Fernando, CA 91340  
nkimball@sfcity.org  
Tel: (818) 898-7307  
Fax: (818) 365-8090

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.
- 6.7 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 **GOVERNING LAW; VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.



- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

**[SIGNATURE PAGE TO FOLLOW]**

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**[SIGNATURE PAGE TO FOLLOW]**

**AS OF THE DATE FIRST WRITTEN ABOVE**, the Parties evidence their agreement to the terms of this Agreement by signing below:

**CITY:**

City of San Fernando

By: Name: Brian SaekiTitle: City Manager**APPROVED AS TO FORM:**By: 

City Attorney

**CONSULTANT:**

Knight Communications, Inc.

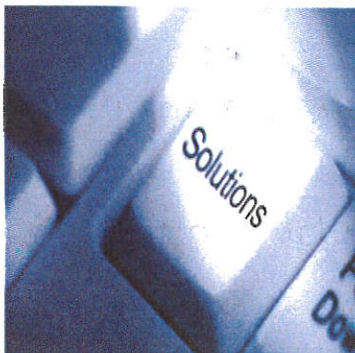
By: Print: PAUL RAMAKRISHNANTitle: CEO

**EXHIBIT "A"**

**Response to  
City of San Fernando  
RFP for  
Information Technology Management Services**



**Date Submitted: 25<sup>th</sup> September, 2014**



**Submitted by:**

**Knight Communications**

**Primary Contact:**

Paul Ramakrishnan

Chief Executive Officer (CEO)

Knight Communications

427 North Yale Ave. Suite: 201

Claremont, CA 91711

Office: (909) 621-3559

Mobile : (909) 821-2799

[paul@knightcommunications.com](mailto:paul@knightcommunications.com)

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

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Scope of Work .....	26

Attachments:  
Summary Sheet





## Letter of Transmittal

September 22, 2014

Nick Kimball  
Finance Director  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

Dear Mr. Kimball:

On behalf Knight Communications, I am pleased to present our proposal to provide Information Technology Management Services to the City of San Fernando. Our firm is a proven IT professional service and consulting firm with a strong background providing IT services and consulting to local governments in California, for over 30 years.

We truly appreciate this opportunity to present our services to City of San Fernando. I look forward to assisting the City of San Fernando with its needs and will be diligent in ensuring our relationship is a rewarding experience.

Knight agrees to provide all the required insurance certificates and the licenses required for this contract.

Knight does not have any conflict of interests relative to the proposed services.

Our offer is a firm, irrevocable offer for 90 days from September 25, 2014.

We state that nothing in this proposal is proprietary.

We acknowledge the receipt of Addendum 1 (Job walk) and the Responses to Questions

Sincerely,

Paul Ramakrishnan  
CEO  
Knight Communications  
427 Yale Avenue Suite: 201  
Claremont, CA 91711  
[paul@knightcommunications.com](mailto:paul@knightcommunications.com)

909-621-3559

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Summary

**Stability:** Knight Communications Inc. has been an information technology solutions provider for over 30 years and in particular to the local governments for over 20 years. Knight Communications is well known in California for our IT expertise with various local government agencies and their strong background providing IT outsourcing to cities and their public safety organizations

**Knowledge:** Knight has a thorough and complete understanding and working knowledge of all the requirements, and of all the Systems & Applications and all of the Public Safety Systems & Applications being used at the City of San Fernando.

We possess all the required skills and qualifications (both general and specific) as outlined in the RFP.

**Reliability:** All of our users are extremely happy with Knight's services. We have received nothing but accolades from various users over the years.

**Cost:** Our **cost** is an economically conscious one. Our prices are realistic for the California market and to help ensure high quality staff

**References:** Knight has excellent references from other City clients.

**Personnel:** We have always provided qualified people for the Cities' IT operations.

**Resources:** We can provide additional resources to the staff placed at San Fernando, when and if needed, without any additional charges to the City.

**Services:** We have proposed to provide **all** IT related services, and we do not charge anything additionally for any IT projects down the road.

**Approach:** Our approach and methodologies are solid and we believe in strong customer oriented service.

Our fundamental business principle of commitment to quality, responsiveness, professionalism and honesty provides City of San Fernando with the security of dealing with a professional services firm that is honest, fair, flexible and accountable to you. These principles and values guide us in developing our strategic goals and implementing the policies that drive success.

**Contacts:** All of our personnel mentioned in the Project Staffing section can be contacted via a toll-free 24/7 number and as well via their mobile phones.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Company Profile

Knight Communications Inc. is an information technology solutions provider for Local Government Agencies and Businesses for 30 years.

Company Name: Knight Communications Incorporated  
Address: 427 Yale Avenue, Suite: 201, Claremont, CA 91711

Years in existence: 15 as part of Continental Computer and 15 years as an independent Knight Communications.

**Federal Tax id:** 33-0876593

Contact Name: Paul Ramakrishnan  
Contact Title: CEO  
Telephone Number: 909-621-3559

E-mail Addresses: [paul@knightcommunications.com](mailto:paul@knightcommunications.com)

Website: [www.knightcommunications.com](http://www.knightcommunications.com)

Other info: Not owned by any other organization or individual  
No failures or refusals to complete a contract  
No lawsuits or litigations regarding projects, contracts or services  
No financial interests in other lines of business

Knight Communications Inc. is a Minority Business Entity certified by the City of Los Angeles.

### Our Company Goals:

- To provide strategic, high quality, innovative IT services and serve as an enabler to improve the delivery of client services and improve the efficiency, productivity, and financial performance.
- To recruit and retain highly qualified, educated, extremely motivated and empathetic personnel
- To provide long-term customer commitment and satisfaction

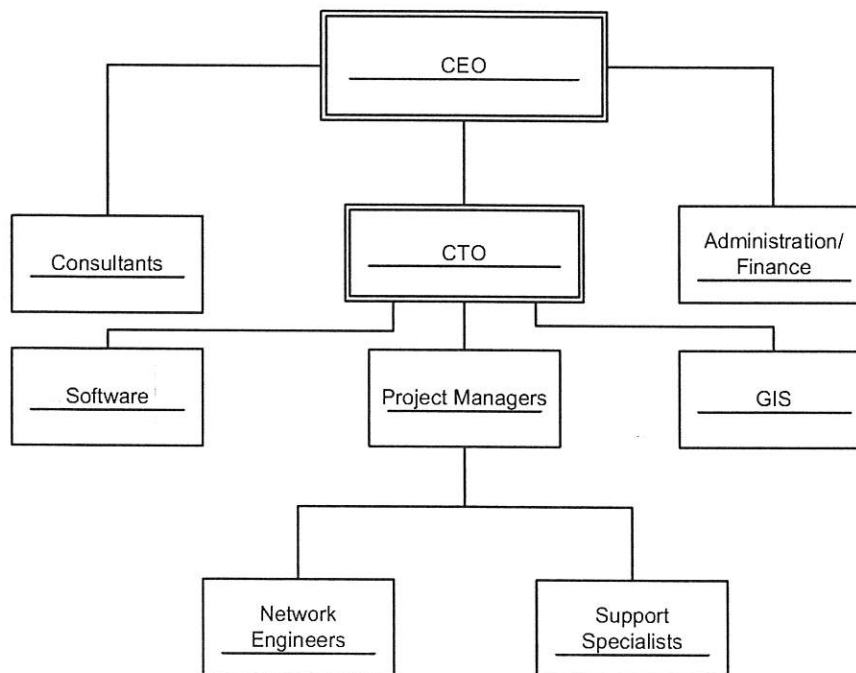
### Our services include but not restricted to the following:

- Information Systems Management
- Network Installation and Administration
- Helpdesk, Desktop and Peripheral support
- GIS services
- Data Analysis & Analytics
- Strategic Planning and Oversight
- Master Plan Development and Deployment
- IT infrastructure Design
- Systems Integration
- Project Management
- Custom Programming
- Consulting Services
- Computer Facilities Management
- Data Recovery Services



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Knight Organizational Structure



Total Number of employees = 25

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Qualifications and Expereince

Knight Communications has been providing Information Technology (IT) services for over 30 years and particularly to the governments for over 20 years. We now provide IT services *only* to local government entities.

We are deeply experienced and knowledgeable in all aspects of Information Technology pertaining to local governments and public safety organizations. We have provided and continue to provide the same type of services, to various agencies which are similar to San Fernando. Our recent government client list is provided below.

We possess extensive knowledge of all of the systems, applications (including all of the Police and Fire technologies and systems), hardware, software and technologies that are being used at San Fernando.

Knight's personnel assigned to San Fernando are well qualified and experienced in the local government technology arena.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

- **List of Government Clients we have served during past 10 years**

**City of Arcadia, California - Complete IT Support Services**

**City of Lawndale, California - Complete IT Support Services**

**City of Montebello, California - Complete IT Support Services**

**City of Monterey Park, California - Complete IT Support Services**

**City of Norwalk, California - Complete IT Support Services**

**City of Pacific Grove, California - Complete IT Support Services**

**City of Rialto, California - Complete IT Support Services**

**City of Upland, California - Complete IT Support Services**

**Arcadia Police Department - Complete IT Support Services**

**Baldwin Park Police Department - Complete IT Support Services**

**Claremont Police Department, California - Custom Software**

**La Verne Police Department, California - Consulting Services**

**Montebello Police Department, California - Complete IT Support Services**

**Monterey Park Police Department, California - Complete IT Support Services**

**Ontario Police Department, California - Complete IT Support Services**

**Upland Police Department, California - Complete IT Support Services**

**Arcadia Fire Department - Complete IT Support Services**

**Montclair Fire Department, Montclair, California – Network Management**

**Monterey Park Fire Department, California - Complete IT Support Services**

**Ontario Fire Department, California - Complete IT Support Services**

**Rancho Cucamonga Fire Department, California – Network Management**

**Upland Fire Department, California - Complete IT Support Services**

**Port of Los Angeles, California – Network Support and Consulting Services**

**San Diego Geographical Information Source (SanGIS) - Complete IT Support Services**

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Performance History (past 5 years):**

Percentage of work Knight was responsible for = 100%

**Entity Name                      Purpose of Contract**

1. City of Monterey Park    Entire IT Services including Network, PC/Helpdesk, and Applications support

<b>Total Cost</b>	<b>Start Date</b>	<b>End Date</b>
\$240,000/yr	7/1/1992	Current

2. Baldwin Park Police        Entire IT Services including Police applications support

<b>Total Cost</b>	<b>Start Date</b>	<b>End Date</b>
\$96,000/yr	7/1/2002	Current

3. City of Norwalk    Entire IT Services including Network, PC/Helpdesk and Applications support

<b>Total Cost</b>	<b>Start Date</b>	<b>End Date</b>
186,000/yr	7/1/2009	Current

4. City of Arcadia        Entire IT Services including Network, PC/Helpdesk and Applications support

<b>Total Cost</b>	<b>Start Date</b>	<b>End Date</b>
\$340,000/yr	7/1/1999	Current



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****References****Reference 1**

**Name of Reference** Annie Young  
**Title** Financial Services Manager  
**Contact Information** Phone : (626)307-1349  
E-mail : [ayaung@montereypark.ca.gov](mailto:ayaung@montereypark.ca.gov)  
**Agency Name** City of Monterey Park  
**Type of work performed:** Complete IT support services

**Reference 2**

**Name of Reference** Mike Taylor  
**Title** Chief of Police and City Manager, City of Baldwin Park  
**Contact Information** Phone: (626) 960-1955 x 406  
E-mail: [mtaylor@baldwinpark.com](mailto:mtaylor@baldwinpark.com)  
**Agency Name** Baldwin Park Police Department  
**Type of Work Performed** Complete IT Support Services

**Reference 3**

**Name of Reference** Theresa Devoy  
**Title** City Clerk  
**Contact Information** Phone: (562)929-5715  
E-mail: [tdevoy@ci.norwalk.ca.us](mailto:tdevoy@ci.norwalk.ca.us)  
**Agency Name** City of Norwalk  
**Type of Work Performed** Complete IT support services

**Reference 4**

**Name of Reference** Hue Quach  
**Title** Director of Administrative Services  
**Contact Information** Phone: (626)574-5425  
E-mail: [hquach@ci.arcadia.ca.us](mailto:hquach@ci.arcadia.ca.us)  
**Agency Name** City of Arcadia  
**Type of Work Performed** Complete IT support services

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Methodology and Work Plan

In order to provide better service delivery and establish a rapport with the Knight team, we approach each new engagement by establishing shared expectations and a clear understanding of roles and responsibilities at the start of each project. We believe this background is critical to the overall success of working together as a team. If appropriate, Knight will hold an entrance conference to meet with the City of San Fernando staff. The primary objective of this meeting is to confirm both parties' understanding of issues, expectations, scope, deliverables, and to discuss the communication protocols that will be used for the engagement.

We recommend that specific agenda items for this meeting include the following:

1. Review and discussion of the job order or project, deliverables, schedules, critical success factors, and communication strategy.
2. Review and discussion of any data that we or the City of San Fernando will need.
3. Establishment of agreement on temporary employee and/or project progress reporting frequency and format.

We will carefully review the information you provide to us and ask questions to make sure we fully understand the expected outcomes. Our ability to talk with our clients, listen carefully, and use that information effectively helps our work product result in a high degree of success.

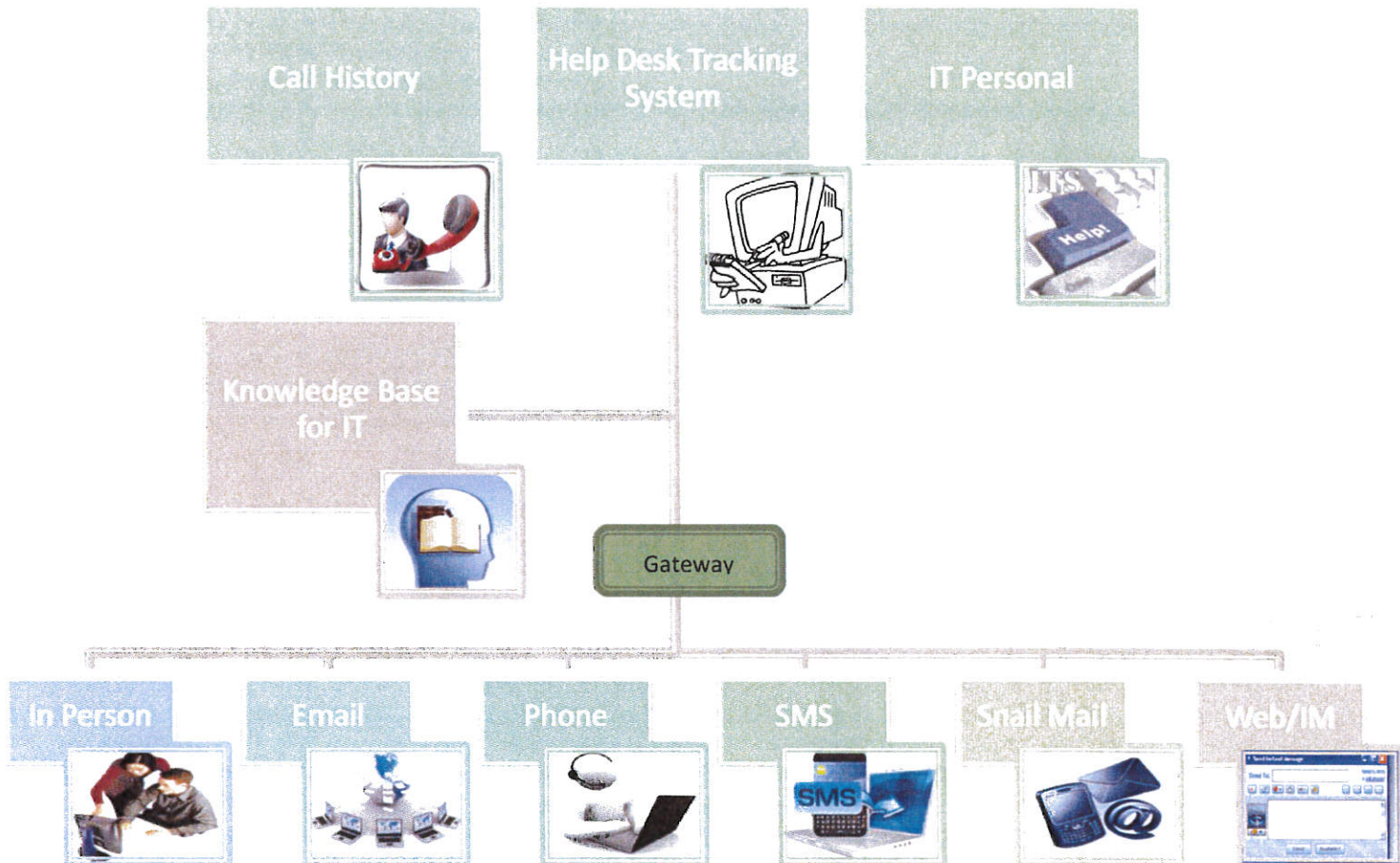
The general methodology and work plan principles used for the required operation at City are the following:

1. Orientation Phase (1 week)
  - Information Gathering
  - Physical Inventory
2. Transition Phase
  - Work with the current IT team for smooth transition **(2 weeks)**
    - Layout the tasks and activities that need to take place to efficiently move the services team from one vendor to another while minimizing operational risks to the infrastructure, operations, and support.
3. Systems Analysis
  - Analysis of Requirements
  - Risk Analysis
  - Work with City staff to identify needs
  - Utilization of Resources
4. Operations
  - Operations Policies and Procedures
  - End-User Support Policies and Procedures
  - Standards
  - Security and Safety Policies
  - Support Operations
  - Asset Management and Audit
5. Management
  - Management Objectives
    - Reports

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

6. Training
  - IT Training Policies
    - User Training
7. Acquisition
  - Acquisition Policies
  - Needs Analysis
  - Budgeting
  - Procurement process
8. Security and Control
  - Risk Management
  - IT Contingency Planning
  - IT Systems Security
  - Logical Access Control
  - Data Protection
  - Facilities Security
  - Personnel Security
  - Threat Management
  - IT Asset Management
9. Software
  - Implementation
  - Training
  - Maintenance
10. Project Management
  - Project Management Planning - Startup, Execution and Closeout



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****• Service/ Support Process**



## INFORMATION TECHNOLOGY MANAGEMENT SERVICES

## 2014

### Organizational Unit Functions

Knight follows these guidelines regarding functions and responsibilities

#### IT Organizational Unit Charter and Key Responsibilities

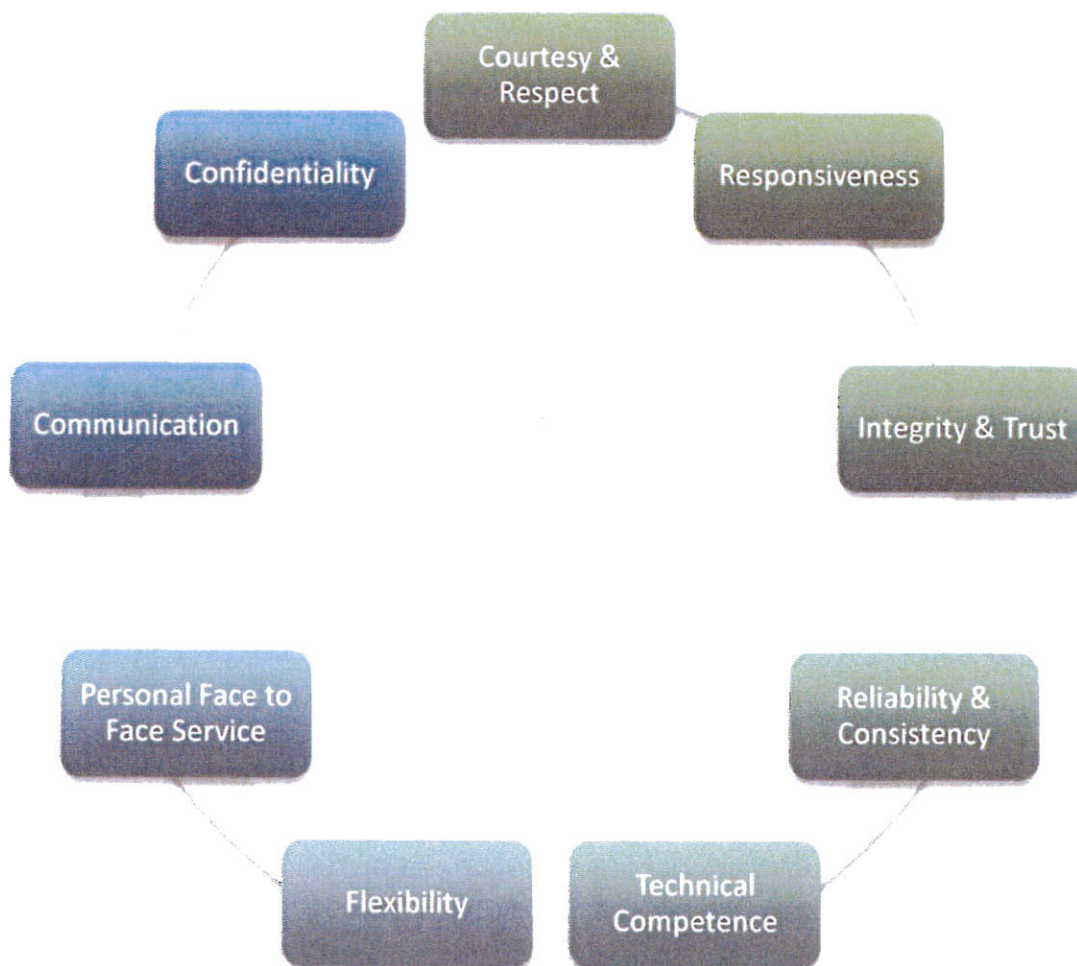
Unit	Charter	Key Responsibilities
IT Management	Provide leadership to the City in technology matters	<ul style="list-style-type: none"> <li>Technology Strategy</li> <li>Communications</li> <li>Security</li> <li>Vendor Management</li> <li>Purchasing Process</li> <li>Budgetary Control</li> </ul>
Planning	Proactively engage the City departments in visioning the use of technology	<ul style="list-style-type: none"> <li>Project Management</li> <li>Business Analysis</li> <li>Strategic Planning</li> </ul>
City Applications	Lead the acquisition, implementation and maintenance of software	<ul style="list-style-type: none"> <li>Application Systems Support</li> <li>Geographic Information Systems (GIS)</li> <li>Web Services</li> <li>System Functional Evaluation</li> <li>Standards Definition</li> </ul>
Infrastructure Management	Establish and maintain a network that is reliable and transparent to the end users.	<ul style="list-style-type: none"> <li>Systems Administration</li> <li>Network Systems Support</li> <li>Hardware/Software Standards Definition.</li> <li>Security Standards Definition</li> </ul>
Customer Service	Support end users.	<ul style="list-style-type: none"> <li>Help Desk</li> <li>Communication</li> <li>Follow-up</li> </ul>

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Approach and Philosophy**

We have always considered ourselves employees of the entity we work for, opposed to outside consultants. This homogenous attitude provides a closer personal relationship with our end users, thereby providing a smooth and healthy work environment. We feel that this attitude is the best way to render our services and also it provides a great morale for our employees.

The personnel assigned to the City of San Fernando will be well qualified with extensive knowledge and experience with local government IT systems.

We consider the following to be keys in our relationship to the City of San Fernando staff.



## INFORMATION TECHNOLOGY MANAGEMENT SERVICES

## 2014

### Service Level

***Knight's assigned personnel will be on-site, at least, 40 hours per week and remote support will be available whenever needed. We will definitely be able to meet a 2-hour response time or better.***

- a. Server Down Response
  - i. When a server, network switch or other critical infrastructure is down, Knight Staff will be responsive to the need within half (1/2) hour and be onsite within one (1) hour, if required
- b. Workstation Down Response
  - i. When a workstation is unresponsive and unusable to an end-user, Knight will assist to fix the problem within two (2) hours.

### Monitoring Services

- a. Knight will enable tools to monitor the health of servers and workstations to provide proactive response to maintenance and support matters that arise, including 24-7 alerting on those monitors to ensure after hour response to problems detected by the monitoring tools.
- b. Client will also have access to view this monitoring portal and will receive concurrent email alerts to a designated email address.

### Performance Standards

Knight will adhere to the following minimum performance standards. If the City changes any of the standards set forth below, Knight will adhere to the new standards.

<u>Description</u>	<u>Performance Standard</u>
<u>A. Operating System</u>	
1. Operating system upgrades and patches implemented on mutually agreed-upon date.	100%
2. Perform operating system and database tuning and capacity planning for supported application services quarterly.	100%
3. Respond to all equipment and software specification requests within the same day.	100%
<u>B. Network</u>	
1. Network availability	99.9%
2. Respond to outages within 30 minutes	100%
3. Respond to all other networks calls within 2 hours	100%
4. Maintain back up schedule and restoration capabilities	100%
<u>C. User moves and Recovery</u>	
1. Move single user (no cabling)	1 days
2. Move single user (cabling)	2 days
3. Pre-move notification (multiple users)	10 days
4. Recovery from data stored	1 day



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Resolution times:**

<b>Urgency Level</b>	<b>Definition</b>	<b>Resolution Time</b>
Show Stopper	Server or major application outage or bug, causing the user not be able to perform critical business process. Significant Agency business or user impact	Less than 1 hour or required deadline
High	Significant application outage impacting productivity or user not to be able to perform semi-critical business process. Major Agency business process or user impact	Less than 2 hours or required deadline
Normal	Application outage that is a significant concern to the user/Agency. Does not significantly interfere with the Agency business process	Within 1 day or required by user
Low	Application bug that is a minor concern to the user/Agency. Does not significantly interfere with the Agency business process	Within 2 days or by required by users
Information Request	Request for documentation or informational requests. issues that do not have a business process impact	Within 1 week

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Problem Escalation Procedure:**

For problems that are not solvable by the first tier, there will be a predictable escalation to other tiers based on the problems difficulty and severity. Help desk technicians are trained to triage problem's by quickly diagnosing severity and difficulty and determining how quickly to involve other tiers. Our IT management will predefine severity conditions and their corresponding escalation. A matrix of severity conditions ensures that big problems are quickly escalated and communicated to effect the most rapid resolution, and, equally importantly, to facilitate rapid communication of major problems to senior management.

**The Level 1 Technician:**

Receives call.

Creates an Incident ticket in the Help Desk System.

**Note:** In the event the help Desk system is not available, Level 1 Technicians will utilize manual logs to facilitate the process. All information that is logged manually will be entered into the Help Desk System upon its return to availability.

Determines if the call is classified as a Severity 1 and needs to be escalated.

If yes, notify the Site Manager, via cell phone, of the Severity 1 Incident.

If the Site Manager is not available, contact Backup Manager.

If Backup Manager is not available, contact the Account Manager.

If no, continue resolving the issue.

The Manager (or backup) will determine the appropriate personnel (either himself or from the corporate office) in restoring service, and provide the contact information to the Level 1 Technician.

The Level 1 Technician will contact the personnel (level 2), if needed, provided by the Manager, and notify them of the Severity 1 Incident. The Level 1 Technician will provide the Level 2 group with the Contact number, Incident ticket number, and instruct them to call the number ASAP, and or work to resolve the issue.

The Site Manager will notify the City Management, via email and or phone on updates and resolutions.

The Level 1 Technician will close ticket when problem is resolved and contact the customer to perform Customer Satisfaction Survey.

## INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

## Project Staffing

### Jason Sam

**Role on Engagement:** Jason will provide oversight and project management for the contract

Experience	2006–Present	Knight Communications, Inc.	Claremont, CA
	Senior Technology Manager		
		<ul style="list-style-type: none"><li>Technology Project Management, Strategy Management, Technology Assessment, Master Plan Development, Disaster Recovery Plan development, Systems Management at government client sites.</li></ul>	
	1996–2006	Knight Communications, Inc.	Claremont, CA
	Systems Manager		
		<ul style="list-style-type: none"><li>Responsible for the entire IT systems infrastructure and applications from design, implementation and management at government client sites.</li><li>Manage and maintain network applications such as CAD, RMS, MDS, ArcGIS, Sierra Permits, TMS, FireHouse, Telestaff, and Video Surveillance Systems.</li></ul>	
	1994-1995	Knight Communications, Inc.	Claremont, CA
	Network Administrator		
		<ul style="list-style-type: none"><li>Network Management at government client sites.</li></ul>	
	1992–1994	Knight Communications, Inc.	Claremont, CA
	Support Engineer		
		<ul style="list-style-type: none"><li>Installation and configure workstations and servers</li><li>Troubleshoot PC problems</li><li>Setup LAT and TCP/IP protocol connections.</li></ul>	

### Education

1989–1994      California Polytechnic University, Pomona  
B.S., Engineering Technology



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Gary Bagdasaryan**

**Role on Engagement:** Gary will be the Network/Systems Administrator, and Desktop support

**Email:** [kbagdasaryan@knightcommunications.com](mailto:kbagdasaryan@knightcommunications.com)

**Education:**

DeVry University of Sherman Oaks

Bachelor of Science in Computer Information Systems

*Graduation Date: June 2007*

**Summary of Skills**

- Network Administration
- Desktop Support
- Programming
- Web Application Development
- Structured Analysis and Design
- Object-Oriented Analysis and Design
- Project Management
- Database Administration
- Detailed documentation
- Hardware Repairs
- Router Management
- Windows, VMS, Linux and Unix Administration

**Work Experience****Knight Communications****Claremont, California**

05/2008 - current

**Systems Manager**

Provide Systems/Network support to City of Monterey Park, Monterey Park Police Department & Monterey Park Fire Department.

- Install and manage operating systems and application software
- Manage and Maintain the entire Network infrastructure including wireless
- Server Management
- Network Administration including switches and routers
- Firewall Administration

**LibeTech, Inc.****Glendale, California**

09/2003 – 10/2005

**IT Technician**

Worked in a group environment. Trouble shooting computer issues in relation to hardware and software.

Providing upgrades in terms of hardware and software. Provided user backups and provided custom software installations.

- LAN installation & maintenance using Microsoft Windows Server 2000

**Herbert Hoover High School****Glendale, California**

09/2000 – 06/2001

**Network Administrator**

Helped to maintain the schools network and provided support to the teachers and students. Installed packaged software through scripts, and worked with Ghost software to clone PC's.

- Aided students and teachers in use of computers.

## INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

### Luis Rojas

**Role on Engagement:** Luis will provide Network Support, Desktop Support and Maintenance

#### Qualifications and Background

##### Technical Skills:

- Intrusion detection and prevention
- Attentive to detail
- Troubleshooting software/hardware
- PC System Building
- DHCP/DNS
- WAN/LAN/Wireless
- Hard Drive Imaging
- Microsoft Office
- Norton Ghost PC
- Symantec Partition Magic
- Symantec Backup Exec.

Windows 2000/XP/Vista/ 7/2K3 Server

##### Education:

- U.E.I., Los Angeles, CA-June 2005-Mar. 2006  
A+ and MSCE labs, networking and software/hardware classes
- DeVry University, Long Beach, CA-Dec. 2004-Mar. 2005-Network Communications Management classes

#### Related Experience

##### Knight Communications

June 2006-Current

##### Computer/Network Tech.

Maintain/Upgrade hardware and software for 320+ user's workstations as well as 25+ servers. Maintain printer and computer peripherals for user workstations. As Backup Admin, run weekly backups for client (Fire Station, Police Station) Servers. Upgrade old servers with up to date model servers and software. Add additional data lines for new machines/Servers to connect to the network. Digitized inventory lists for easier use and tracking. Monitor internet usage and server storage to optimize network performance/security.

##### TAC World Wide, Torrance, CA 2006

April 2006-May

##### PC Inventory Team

Identify computer hardware & peripherals and insert data into mobile asset device to transfer into global database. Update computer software and anti-virus programs to be up to date with manufactures current versions.

##### Best Buy, Culver City, CA Computer Tech

Oct 2005-Jan 2006

Geek Squad computer service, repair/troubleshoot computer systems. Remove spyware, viruses, and backup customer's data. Consult with customers for software and hardware upgrades. Consult with customers for new system builds to suite user's needs.

##### Net Tong, Santa Monica, CA

Jan 2005-Mar 2005

##### Manager –

I cared for the customers' needs as well as computers/server. Kept hardware and server operational. Used desktop roll back software to prevent users from damaging computer programs/OS file system.



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Proposed Innovations

We are proposing the following innovations which could be used at the City.

### E-Gov

Make public data more accessible. Expand the current city offering to the public, such as the ability to View and Pay bills, parking tickets etc. on line

### Green IT

Implement standards and regulations that encourage green computing.

The City's carbon foot print can be reduced in three areas:

Asset Management

Energy Efficiency

Green Practices

### Desktop Virtualization

It is used to optimize the delivery of desktops, applications and data to users. The operating system, apps and data are decoupled from the underlying PC hardware and moved to the datacenter, where they can be centrally managed and secured. Instead of juggling thousands of static desktop images, IT can manage and update the OS and apps once, from one location, then deliver desktops and apps that are customized to meet the performance, security and mobility requirements of each individual user.

It also reduces the energy consumption.

### Cloud Computing

Cloud computing offers governments a clear and compelling value proposition: All the technological firepower you need without any of the headaches of ownership and maintenance.

The qualities that define cloud computing -- on-demand service, elastic capacity and variable consumption -- represent a powerful new way to deliver IT services.

The cost saving potential is huge

### Hosted Solutions

Hosting of Email, Data storage, Data Backup & Retrieval, Server Colocation, Database, and Disaster Recovery should be considered in order to reduce costs & maintenance, and better flexibility.

### Mobile Applications

There are quite a few mobile applications designed for local governments which should be considered.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Workplace Social Network**

This type of social network fosters collaboration among city employees.

Users within an organization can automatically be connected based on "inferred expertise," providing a resource that staff can tap into for answers to questions.

This makes knowledge instantly accessible, rather than being a laborious process of discovery and input.

**Neighborhood Initiative/Network**

There are few applications available today for creating such a network.

The goal is to promote a return to the core values of neighborliness and community feeling, where neighbors know and help each other and can rely on one another.

Free private social networks for each neighborhood in your city so that neighbors can connect with each other to build stronger, safer places to call home.

Cities can use such networks to broadcast important updates to all members across the city or to specific neighborhoods. Share crime updates, organize disaster plans, and coordinate events.

Effectively share crime prevention and safety information, such as alerts of property crimes in their area or suspicious activity. This will help create a stronger and safer community that citizens call home.

**Cost Cutting Initiatives**

Consolidate IT infrastructure

Strategic sourcing by pooling (with other cities) for purchasing leverage

Reduce Energy use

Shared services for mission support activities

Advanced Business Analytics to reduce improper payments

Reduce Field Operations footprint and move to Electronic self service.

**Litigation Readiness**

It involves assessment of retention policies; mapping of the city data landscape; identification of data sources with potential litigation impact. This can greatly improve the City's cause in case of a law suit.

**GPS**

GPS enabled devices should be implemented at various departments including Police, Public works etc., which can improve the efficiency of city staff.

**VOIP**

Evaluate the current phone system and determine if new technologies such as Voice Over IP or Voice Mail to Exchange Communications should be considered in the near future for the City.



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****GIS**

GIS should be available and integrated with various applications within the City.  
Having a GIS interface for **EOC** is extremely useful during disasters.

Also, the City can create GIS mapping system which included maps from neighboring cities and can become a portal and then provide GIS services to those cities which do not have their own GIS system.

**Biometric Authentic tools**

Implement biometric authentic tools to increase the level of computer access security and minimize the impact on end users by consolidating multiple passwords into a single biometric authentication.

**Innovative source of revenue**

SAAS – Software as a service

Monthly fee to access service instead of purchasing it

Public-private partnerships

Wireless networks – privately funded

Free access to citizens and additional fee based services

Cross-boundary collaboration

Sharing fiber optic cable infrastructure

Provide police/dispatch services to neighboring cities

**Smart City solutions**

Smart city solutions, with the help of instrumentation and interconnection of mobile devices, sensors and actuators allowing real-world urban data to be collected and analyzed, will improve the ability to forecast and manage urban flows and push the collective intelligence of cities forward.

**Attendance System**

A mobile application can be implemented for attendance systems, which would use GPS coordinates from the mobile device.

**Process Improvement**

Over time, any process gets dragged down by inertia and that process can be improved by applying various techniques.

**Predictive Analysis**

The City can benefit from using predictive analysis tools.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

## Scope of Work

The scope of the technical services, both on-site and remote, to be provided will encompass that shall include, but not be limited to the following:

Provide timely, professional and effective services, work harmoniously with City staff and other city contractors, conduct regular status and information meetings, provide regular and timely reports on outstanding issues, work accomplished, and general network health, and make recommendations on improving City processes.

Provide enforcement of all City policies relating to the use of information technology resources.

### Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

- . Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 am to 5:30 pm Monday through Friday.
- . Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
- . Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
- . Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
- . Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
- . Desktop Support Technicians will give Client opportunity to test system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
- . Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
- . Knight will provide their own transportation between City sites during their support activities.



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Computer Operations**

Knight understands and agrees that the City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:30 am and 5:30 pm. Execution of scheduled batch runs and processes include:

- . Review of all process logs for normal execution and performance.
- . Preparation of reports and outputs for distribution on next regular work day.
- . Review of security logs and for unusual activity.
- . Performing backups, backup rotations and restores of all systems, servers, network equipment.
- . Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
- . Monitoring and reporting status of servers (disk allocations, etc.).
- . Monitoring and reporting on status of network.
- . Logging activity event entries into Operations Activity Log.
- . Cleaning and organizing Computer Room.
- . Checking on versions of software that require updates.
- . Maintaining process and operational documentation for Operations and Network Groups.
- . Maintaining inventory of supplies.
- . Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.
- . Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc.
- . Preparing and maintaining a Disruption Plan.

**Network and Systems Support**

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 am to 5:30 pm Monday through Friday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

- . Network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
- . Maintenance and installation of network cabling outside of the computer room is NOT part of this proposal. Separate proposals will be solicited for network cable installation services.
- . Network and network device performance monitoring, diagnostics, and tuning.
- . Network and network device configuration and version updates to keep within two versions of current.
- . Network and network device configuration management and record keeping.
- . Network, network device and server capacity monitoring and planning.
- . Network, network device and systems security administration and record keeping consistent with City policies.
- . Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- . Firewall configuration and version updates.
- . Server OS configuration and version updates to keep within two versions of current.
- . Network intrusion and Virus software management (keeping current updates and versions).
- . Coordination and cooperation with other City service providers.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Communication and Analysis**

Knight agrees to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. We agree to provide proficient writing skills, and our analysis will be thorough.

**Additional Services..(No additional Cost)**

- . Engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems, including major server upgrades, storage system upgrades, and software upgrades.
- . Evaluate Information Systems needs and recommend, develop, coordinate, and implement appropriate technological enhancements, processes, and standards including Information Technology Master Plan for various aspects of City business and activities.
- . Provide comprehensive management support for software and system enhancements.
- . Recommend, coordinate, and track budgetary items involving new, upgrades, and enhancements to computer technology, infrastructure needs, and office automation.
- . Meet, coordinate and participate with City staff covering any necessary meetings, demonstrations, and correspondence.
- . Provide technical leadership concerning technology issues.
- . Make recommendations for future purchasing, technology needs and trainings.
- . Investigate and evaluate technologies that have the potential to improve business, facility and system operations, addressing the viability of the technologies' application and anticipated timeline for operational use.
- . Determine potential compatibility and/or interoperability issues with existing systems and effect of new systems on current architecture.
- . Advise management and staff regarding policies for complying with licensing requirements, safeguarding computer operations, E-mail, Internet use, data collection and dissemination, and confidential information.
- . Support City staff in developing security policies for the organization that are carried into all aspects of the system design or security solution.
- . Conduct computer system security studies, risk analysis and recommend system security enhancements.
- . Manage and monitor user authorization rights to provide remote access.
- . Develop, monitor, and maintain system security protocols for the computer operations
- . Coordinate repair and maintenance work as necessary with contracted repair vendors and ensure repairs are conducted in a timely fashion.
- . Assist with disaster recovery, continuity of operations, and contingency planning.



**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Project Work**

Knight understands that Project work is not part of this standard support agreement, and that project work will be proposed under separate contracts. We also agree that project work refers to activities that fall outside normal course of daily help desk support, systems administration, and maintenance activities.

Knight agrees to provide Project Work which consists but is not restricted to the following tasks:

- . Server builds, rebuilds, installations, upgrades, and migrations
- . System, software, security, and procedural audits that are beyond the scope of normal daily/weekly/monthly auditing
- . Major Local Area Network upgrades, expansions or enhancements
- . Major Wide Area Network upgrades, expansions or enhancements
- . Large-scale equipment deployments, relocation or upgrades
- . Extensive database migrations
- . Design, testing, evaluation, or implementation of new systems or applications

Knight agrees to provide the following as part of Project Work;

- . Provide a detailed and complete project schedule including milestones and deliverables.
- . Ensure that both City staff and any outside vendors meet project deadlines.
- . Provide project data in a computerized format as well as hard copy.
- . Provide constructive recommendations and opinions to staff during the process based on prior experiences and expertise.
- . Management of project schedule through all phases of the project including milestones and deliverables.

**Miscellaneous**

Knight agrees to submit service reports on a monthly basis, summarizing service and IT policy issues. This will include a current network map for all locations and an updated administrator level access list of accounts and devices. Knight's personnel will be available to meet with the Information Services Director to review reports and discuss issues.

Knight can also provide additional services such as GIS services, Crime Analysis services, Custom Software services and Mobile Applications Development services, if required, at additional cost.

**Provide 24 hour emergency assistance** within a 2-hour timeframe to trouble-shoot and resolve unexpected network, system, and software issues.

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014**

The City can use our web-based help desk system, free of cost, which enables support services to be seamless and accountable. The system provides call-tracking and statistical reports both for management and the end users. It also keeps the users updated via e-mail, on the status/progress of their service call.

*We will perform these following tasks as part of our services.*

- Maintain an up-to-date inventory of all City computer-related hardware and make available to City personnel upon request.
- Resolve user generated trouble calls in a professional and efficient manner.
- Respond (call acknowledging assignment of call) to user, and diagnose/resolve according to prioritization. This will be done through our automated 'help-desk' system.
- User will be apprised of problem status during the entire problem resolution cycle in a timely manner, both by our automated 'help-desk' system and by phone call.
- Will give the user opportunity to test system during our presence once the problem is resolved. For long term problems, the user will be notified daily or weekly of progress until the problem is resolved.
- Monitor and alert notifications to vendors for failure or potential failure of critical equipment.
- Alert notifications to designated City personnel in the event of failure.
- Manage and store network configuration information
- Maintain documentation, including policies and procedures.



## INFORMATION TECHNOLOGY MANAGEMENT SERVICES

2014

### Network Security

Knight agrees to provide the following services in regards to Network Security.

- Maintain virus detection, spam & spyware filtering on City systems.
- Maintain remote access in a secure environment and provide remote access as requested by the City.
- Provide secure internet access, internet content filtering and reporting, backups and disaster recovery.
- Identify security risks, recommend procedures to minimize or eliminate them, including user training and awareness of security issues.
- Provide up-to-date information on all Add/Remove/Changes and all network configurations to the City.
- Manage group policy setup/configurations, user profiles, maintain/monitor user Internet activity.

### Security Standard Program

The Security standard program we follow, consists of the following components:

<b>Risk Management</b>	<p>▶ Risk Management delineates the steps necessary to identify, analyze, prioritize, and mitigate risks that could compromise IT systems</p>
<b>IT Contingency Planning</b>	<p>▶ IT Contingency Planning delineates the steps necessary to plan for and execute recovery and restoration of IT systems and data if an event occurs that renders the IT systems and/or data unavailable.</p>
<b>IT Systems Security</b>	<p>▶ IT Systems Security requirements delineate steps to protect IT systems</p>
<b>Logical Access Control</b>	<p>▶ Logical Access Control requirements delineate the steps necessary to protect IT systems and data by verifying and validating the users.</p>
<b>Data Protection</b>	<p>▶ Data Protection requirements delineate the steps necessary to protect City data from improper or unauthorized disclosure.</p>
<b>Facilities Security</b>	<p>▶ Facilities Security requirements identify the steps necessary to safeguard the physical facilities that house IT equipment, systems, services, and personnel.</p>
<b>Personnel Security</b>	<p>▶ Personnel Security requirements delineate the steps necessary to restrict access to IT systems and data to those individuals who require such access as part of their job duties.</p>
<b>Threat Management</b>	<p>▶ Threat Management delineates the steps necessary to protect IT systems and data by preparing for and responding to IT security incidents.</p>
<b>IT Asset Management</b>	<p>▶ IT Asset Management delineates the steps necessary to protect IT systems and data by managing the IT assets themselves in a planned, organized, and secure fashion.</p>

**INFORMATION TECHNOLOGY MANAGEMENT SERVICES****2014****Reporting**

Knight will provide the following to effectively monitor the status of the proposed services, management level status reports will be prepared and monthly meetings with the Port will be held to review work performed, network availability, help desk ticket summary, security issues and concerns, and planning.

We agree to participate in meetings which may be held to discuss service delivery and planning to ensure the IT needs of the Port are being met.

**Reports**

Help Desk Tickets	Report of completed and in-progress help desk tickets –weekly.
Operating system	Report of resource management and usage with recommendations for improvements – monthly
Hardware/Software	Current list of all hardware and Software inventories - quarterly.
Network	Network availability – monthly or weekly if required Network projects – monthly or weekly if required
Security	Complete electronic systems audit, intrusions, internet usage, policy violations, any requested audit - weekly

## APPENDIX A

## SUMMARY SHEET

Firm Name: KNIGHT COMMUNICATIONSFirm Parent or Ownership: SAME AS ABOVEFirm Address: 427, YALE AVE. SUITE: 201CLAREMONT, CA- 91711Firm Telephone Number: 909-621-3559Firm Fax Number: 909-271-0835Number of years in existence: 30 (15 AS CONTINENTAL COMPUTER & 15 AS KNIGHT)

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: PAUL RAMAKRISHNAN Title: CEOTelephone Number: 909-621-3559 Fax: 909-271-0835Email: Paul@knightcommunications.com

Person responsible for day-to-day servicing of the account:

Name: JASON SAM Title: PROJECT MANAGERTelephone Number: 626-679-2087 Fax: 909-271-0835Email: JSAM@KNIGHTCOMMUNICATIONS.COMTypes of services provided by the firm: INFORMATION TECHNOLOGYMANAGEMENT & SUPPORT SERVICES





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## AGENDA REPORT

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**To:** Councilmembers

**From:** Vice Mayor Sylvia Ballin and Mayor Joel Fajardo

**Date:** February 4, 2019

**Subject:** Discussion of Meetings with Police Department Personnel to Discuss Department Matters and Recruitment

### RECOMMENDATION:

This item is placed on the agenda to discuss the continuation of Vice Mayor Sylvia Ballin's and Mayor Joel Fajardo's outreach to police personnel regarding department matters and recruitment.

### BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction







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## AGENDA REPORT

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**To:** Vice Mayor Sylvia Ballin and Councilmembers

**From:** Mayor Joel Fajardo

**Date:** February 4, 2019

**Subject:** Discussion and Procedure for Review of Statement of Economic Interests (Form 700)

### **RECOMMENDATION:**

I have placed this item on the agenda to discuss authorizing and instructing the City Attorney to review Form 700 provided by Councilmembers, Commissioners, and Department Heads.

### **BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.